

8. Report on the TAC's Review of School Crossing Guard Services in Central County

At its July meeting, TRANSPAC requested that the TAC conduct an informal review/discussion of school crossing guard services in Central County as a first step of an assessment to determine if cost savings from joint contracting for school crossing guards could be achieved.

A future second step is a review to determine if better vehicle and pedestrian routing to/from schools can be achieved through a cooperative effort among Central County jurisdictions.

The TAC reviewed various aspects of the School Crossing Guard program at its July, September, October and November meetings.

At its meeting last month, as part of its continuing review of School Crossing Guard programs in Central County requested by TRANSPAC, the TAC reviewed the School Crossing Guard contracts for each jurisdiction to determine if a set of contract provisions could be developed for use by each jurisdiction as part of a single jurisdiction or joint procurement process.

Please note that four jurisdictions contract for 4 hours of service. These hours of service include: 3 hours of paid guard service and 1 hour of "split shift" pay with no work as required by the Industrial Welfare Commission, Order 4-2001. Based on TRANSPAC and 511 Contra Costa research, consideration of a 3 hour service requirement (includes the "split shift" hour) rather than a 4 hour service requirement and revision of a number of contract provisions to reserve more authority to the local jurisdiction(s) rather than the vendor also should result in cost savings.

As part of this process, the City of Walnut Creek and the City of Concord agreed to work together to explore joint contracting with the goal of lower cost bids for both entities. There was not consensus at the TAC meetings for the six jurisdictions to undertake a joint procurement at this time.

Staff will provide TRANSPAC representatives with additional information regarding the operation, administration and fiscal aspects of School Crossing Guard services in Central County to determine next steps. A chart is attached which summarizes the information gleaned from this review as well local jurisdictions contracts and a draft contract template based on the City of Concord's school crossing guard contract with American Guard Services.

Attachments:

- Chart of pertinent Crossing Guards Contract provisions for the six TRANSPAC jurisdictions;
- Current Crossing Guard contracts for the six TRANSPAC jurisdictions;
- A list of currently known vendors for Crossing Guard services;
- A very draft template contract based on the City of Concord's contract for Crossing Guard Services

CROSSING GUARD CONTRACT PROJ		DNS				
City	Clayton	Concord	Martinez	Pleasant Hill	Walnut Creek	CCC-Bay Point
Contract FY	¹ 2000-present	² 2010-11	¹ 2004-present	2010-2011	³ 2009-2011	2007-10
Annual Budget	⁴ \$7447	\$ 92,275	\$ 31,580	\$ 96,293	\$ 110,160	\$ 100,000
Hours of Service	540 hours	6,480 hours	2,340 hours	6,480 hours	7,200 hours	Not specified
Hrs/day/per location	3 hours	3 hours	4 hours	4 hours	4 hours	4 hours
Cost/Hour	\$ 13.79	\$ 14.24	\$ 13.49	\$ 14.86	\$ 15.30	\$ 14.59
Contractor	⁵ All City	American Guard Services	All City	All City	All City	All City
# Locations	1 location	12 locations	3 locations	9 locations	10 locations	Not specified
Background Checks	Not specified	Concord PD	Not specified	P.Hill PD	Not specified	Contractor
Apparel/signs	Contractor	Concord PD → rain gear	Contractor	P.Hill PD	Contractor	Contractor
Added insurance	\$ 1,000,000	\$ 2,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 500,000
# Schools	1 school	11 schools	1 school	9 schools	6 schools	4 schools
Training	Consultant	Consultant	Consultant	⁶ Consultant	Consultant	Consultant
¹ Contract includes one-year extensions						
² Contract is a one-year contact with provision for 2 one-year extensions						
³ Contract was one-year contract signed in 2009, with a one-year extension for 2010 through June 2011						
⁴ \$7,447 paid by City of Clayton and \$5,014 paid by quarry						
⁵ All City is abbreviation for All City Management Services, Inc.						
⁶ Consultant trains personnel, however consultant may request 2 hrs. of add'l training for new crossing guards by P.Hill P.D.						

CROSSING GUARD CONTRACTORS

NESCTC Security Agency, LLC
John Hersum, Vice President, Strategic Planning & Business Development
General Counsel
Main: 401-921-1002
Direct: 678-834-0774
Email: Jhersum@nesctc.com

J & J Special Services
Theresa Gordon
P.O. Box 81313
Bakersfield, CA 93380
Office Manager Jamie Wanagitis
Phone: 661-589-4661
Email: Tgordon@bak.rr.com

American Guard Services
Regional Manager: Alan Stone
Cell: 510-415-2365
Office: 510-895-9245
Local office in San Leandro, corporate office in Los Angeles

Highly recommended by Marin County Transportation Authority, having previously used ACMS and now in its fifth year with American Guard Services.

All City Management Services
1749 South La Cienega Boulevard
Los Angeles, CA 90035-4601
General Manager: Baron Farwell
310-202-8284

Commonwealth International Inc.
12356 Barringer Street
South El Monte, CA 91733

VIP Security Specialist, Inc.
1212H El Camino Real, Suite 162
San Bruno, CA 94066

Ingram Security & Patrol, Inc.
18000 Studebaker Road, Suite 700
Cerritos, CA 90703



ALL CITY MANAGEMENT SERVICES

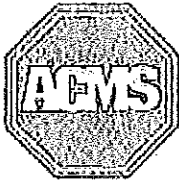
AGREEMENT BETWEEN THE CITY OF CLAYTON AND ALL CITY MANAGEMENT SERVICES, INC. FOR CROSSING GUARD SERVICES

THIS AGREEMENT made and entered into this October 13, 2000 , by and between the CITY OF CLAYTON, a municipal corporation, hereinafter called the "City", and ALL CITY MANAGEMENT SERVICES, INC., hereinafter called the "Contractor";

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period of time which commences November 15, 2000 , and ends on June 30, 2001, and for such term thereafter as the parties may agree upon.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a Crossing Guard. The Contractor is an independent Contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City's representative in dealing with the Contractor shall be the City Manager or such person as the City Manager may designate.
4. If, at any time during the contract period, the City questions the meaning of any item of this Agreement, the City may contact the Contractor for interpretation of that item.
5. The City shall have the right to determine the hours and locations when and where Crossing Guards shall be furnished by the Contractor. The Contractor shall notify the City in writing of any changes which may need to occur in hours of work or locations. The City further has the power to add to, delete from, or revise the work schedule/locations at any time.
6. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with all items of this Agreement.
7. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location.



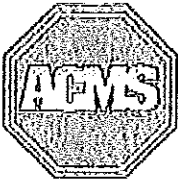
ALL CITY MANAGEMENT SERVICES

8. The Contractor shall provide personnel properly trained as herein specified for the performance of duties of Crossing Guards. In the performance of their duties the Contractor and employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and the laws and codes of the State of California and the City of Clayton.
9. The Contractor shall train, schedule, provide, and supervise personnel in accordance with the contract and the rules and regulations of the City of Clayton. Crossing Guards shall perform their duties as trained and within the City's rules for such guards.
10. Persons provided by the Contractor as Crossing Guards shall be trained in the laws and codes of the State of California and the City of Clayton pertaining to general pedestrian safety and school crossing areas.
11. Crossing Guard Services shall be provided by the Contractor at the designated locations and at the designated hours on all days on which the designated schools in the City of Clayton, are in session.
12. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary. Apparel and equipment shall be pre-approved by the City Manager or the designee.
13. The Contractor shall at all times provide workers' compensation insurance covering its employees, and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as an additional insured. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice by Certified Mail, Return Receipt Requested has been given to the City Manager, or designee for the City of Clayton.



ALL CITY MANAGEMENT SERVICES

14. Contractor agrees to indemnify the City, its Officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, claims damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the intentional or negligent acts, errors, or omissions of Contractor, its agents, employees, subcontractors, or invitee, provided for herein.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) Contractor will promptly pay any judgement rendered against City, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities.
 - c) In the event City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
15. Either party shall have the right to cancel this Agreement by giving thirty (30) days written notice to the other.
16. The Contractor shall not have the right to assign this Contract to any other person or firm except with the prior written consent of the City.
17. The City agrees to pay the Contractor for the services rendered pursuant to this Agreement the sum of Thirteen Dollars and Seventy-Nine Cents, (\$13.79) per hour of Crossing Guard services provided with a minimum of three (3) hours per day, per guard. It is understood and agreed that the cost for providing five-hundred and forty hours, (540) hours of services shall not exceed Seven-Thousand, Four-Hundred and Forty-Seven Dollars, (\$7,447.00)



ALL CITY MANAGEMENT SERVICES

- 18. In the event that this Agreement is extended beyond June 30, 2001, the compensation for services shall be established by mutual consent of the parties. Said payment shall be made upon written statement to the City by the Contractor and approval of the appropriate City representative.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

City of Clayton
municipal corporation

By Chief Peterson

Date 10/25/2000

ALL CITY MANAGEMENT SERVICES, INC.

By Baron Farwell
Baron Farwell / General Manager

Date 11/20/00

CITY OF CONCORD, CALIFORNIA

April 30, 2010

REQUEST FOR BIDS #2203

ANNUAL CONTRACT TO PROVIDE CROSSING GUARD SERVICES

INSTRUCTIONS TO BIDDER

1. General: City of Concord is seeking bids to furnish all necessary tools and equipment, materials, labor, and supervision (including cost of insurance and all payroll taxes on such labor) for: **Crossing Guard Services**. All pricing is to be included in the bid. No charge shall be allowed for your preparing a response to this solicitation document. The City of Concord reserves the right to accept or reject proposals for each item separately and to waive any defects in the proposals submitted.

The City reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalance or conditional Bids, re-bid, and to reject the Bid of any Bidder if City believes that it would not be in the best interest of the City to make an award to that bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard criteria established by City. City also reserves the right to waive informalities, inconsequential deviations or minor irregularities not involving price, time or changes in the work, to the fullest extent permitted by law.

2. Subcontractors: Submittal shall include a list of all subcontractors that bidder contemplates using for approval by the City. Once approved, the list shall not be changed without prior written permission by the City of Concord.

3. Examination of Requirements: Before submitting a bid, each bidder shall be held responsible for having examined the bid document and be fully informed of the conditions, requirements, and requirements of the work or materials to be furnished. Failure to do so will be at the bidder's own risk and relief on a plea of error cannot be secured.

4. Questions, Interpretations, or Corrections of Bid Document: Bidder shall notify the Purchasing Agent promptly of any error, omission, or inconsistency that may be discovered during the examination of the solicitation. Questions may be directed to Anita Bell-Karno, Purchasing Agent at 925-671-3178.

All clarifications, corrections, or changes to the solicitation document will be made by Addendum only. Bidder shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at any pre-bid conference. Interpretations, corrections, and changes shall not be binding unless made by addendum. All addenda issued shall become part of the solicitation and any agreement documents. Any addendum issued will be sent to all known solicitation holders by facsimile or US mail. It is the bidder's sole responsibility to ascertain that it has received all addenda issued for this solicitation. All addenda must be acknowledged and returned on or before the submittal deadline, unless otherwise directed by an addendum. Note: Due to budget constraints May 7, 2010 is a furlough day and City offices will be closed.

Please note that the City of Concord does not use any bidding service. It is the potential bidder's responsibility to contact the City of Concord Purchasing Office if a solicitation document was obtained

RFB # 2203 -- Annual Contract To Provide Crossing Guard Services

through a bidding service. If wholly electronically available, solicitation documents and any addenda are posted on the City's website, www.cityofconcord.org/business/purchasing. Otherwise the document(s) posted will provide direction on how to obtain the solicitation document and/or addenda.

5. Prices, Notations, and Mistakes: All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent and initialed in ink by the person who signs the bid. Prices shall be stated in units and bids made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern. The total amount of the bid will be the sum of the total prices of all items in the submittal schedule. The total price of the unit price items will be the product of the unit price and the estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item. .

6. Terms of the Offer: City of Concord's acceptance of bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the City of Concord. *Bids offering terms other than those shown herein may be declared non-responsive and may not be considered.*

7. Agency Compliance/License: All equipment and materials shall comply with all federal, state, and local safety rules and regulations, including OSHA. All transactions related to this solicitation and any award/order resulting from it shall be governed by the laws of the State of California. The Contractor shall possess any appropriate valid license for the services designated herein at the time the bids are opened.

8. Award: The contract shall be awarded in accordance with City of Concord municipal codes, policies, and directives; and in a timely manner. Upon written notification of award, the successful bidder must provide insurance certificates, business license, and three copies of the contract within ten (10) City of Concord working days. Failure to provide the required documents within the time allowed may result in withdrawal of award.

9. Local Vendor Preference: In accordance with Policy and Procedure No. 142, an advantage shall be extended to City of Concord businesses in the form of a 5% price preference in the evaluation of submittals for the procurement of supplies, services, and equipment. Any respondents claiming this preference must provide City of Concord business license information at the time of the submittal.

10. Insurance: Successful bidder must comply with the City of Concord Insurance Requirements included in this solicitation document. Contract will be required to provide Certificates of Insurance with separate endorsements naming the City of Concord, its officers, officials, agents, employees, and volunteers as additional insured and to maintain such insurance for the entire length of the Contract.

Types of insurance required:

1. Workers' Compensation
2. General Public Liability and Property Damage
3. Automobile and Property Damage

All insurers **MUST** be listed by the State of California, Department of Insurance as being certificated to transact Surety insurance in the State of California. The insurer must maintain the Certificate of Authority during the entire contract period. If the Certificate is withdrawn during the project, work will be stopped until such time as the contractor furnishes new insurance from a Certified insurer.

11. Business License: The successful bidder will be required to obtain a City of Concord business license and keep it current during the period of performance on the contract resulting from this solicitation. Questions regarding business licenses may be addressed to Mike Snow, Finance Department, 925-671-3306.

RFB # 2203 -- Annual Contract To Provide Crossing Guard Services

12. Payment Terms: Upon receipt of a correct invoice and adequate documentation, the City of Concord will issue payment within thirty (30) days. See also, Specifications, Item 5.

13. Bid Forms: Bid must be submitted on the forms (Submittal Section) supplied in this document. It is requested that the submittal include two (2) complete copies. Each copy must be labeled as "copy". All documents contained in the original bid submittal must have original signatures and must be signed by a person who is authorized to bind the bidding firm. All additional sets may contain photocopies of the original package.

Please note that upon the opening of the submittals, all documents submitted in response to this solicitation document will become the property of the City of Concord, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. All propriety information, as defined by the California Public Records Act, must be enclosed in a separate folder or envelope and marked trade secret and submitted with the rest of the proposal. The City will not recognize submittals where all the information in the proposal is submitted as propriety information or a trade secret.

14. Modifications and Withdrawal: Bids may not be modified after submittal. Bidders may withdraw bids at any time before the bid opening, provided that a request in writing, executed by the bidder or its duly-authorized representative for the withdrawal of such bid, is file with the City prior to the time fixed for the opening of bids. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid.

15. Submittal Deadline: Bid must be submitted on the forms (Submittal Section) supplied in this document. It is requested that the submittal include two (2) complete copies. Each copy must be labeled as "copy". All documents contained in the original bid submittal must have original signatures and must be signed by a person who is authorized to bind the bidding firm. All additional sets may contain photocopies of the original package.

Bids must be submitted on the form and in the format provided. Submittals are opened publicly at the office of the City Clerk, 1950 Parkside Drive-M/S 03, Concord, California 94519. Interested parties are invited to attend. A tabulation of submittals will be available within a reasonable time after the bid opening. Bid results will be faxed or mailed to interested parties upon request. Request must be made to the Purchasing Office at 925-671-3178 (phone) or 925-676-2290 (fax). Results will also be posted on the City's website, <http://www.cityofconcord.org/business/purchasing/bidsandquotes.htm>.

Bid submittals will be received until **FRIDAY, MAY 14, 2010, 10:00 A.M.**, as determined by www.time.gov. Late submittals will not be accepted and returned to the bidder unopened. Telephone, telegraphic, electronic, faxed, and late bids will not be accepted. It is the bidder's responsibility to see that their bids have sufficient time to be received by the City Clerk's Office before the submittal deadline. Bids are to be submitted in a sealed envelope to: City of Concord, Office of the City Clerk, 1950 Parkside Drive, M/S 03, Concord, California 94519. Bidder assumes the burden of delivery. Submittals are to be submitted in a sealed envelope clearly marked:

**"REQUEST FOR BID #2203
ANNUAL CONTRACT TO PROVIDE CROSSING GUARD SERVICES
DUE: FRIDAY, MAY 14, 2010, 10:00 A.M."**

GENERAL AND WORK CONDITIONS

The following conditions prevail:

1. **Compensation:** The Contractor agrees to receive and accept the prices shown as full compensation for furnishing all the materials and for doing all the work contemplated and embraced in the contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of all elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner according to the requirements of the City's inspection.
2. **Indemnification:** The Contractor shall indemnify, defend and hold harmless City against and from any and all claims or suits for damages or injury arising from Contractor's performance of this agreement or from any activity, work, or thing done, permitted or suffered by Contractor in conjunction with the performance of this contract, and shall further indemnify, defend and hold harmless City against and from any and all claims or suits arising from any breach or default of any performance of any obligation of Contractor hereunder, and against and from all costs, attorney's fees, expenses and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.
3. **Laws to be Observed:** The Contractor shall keep fully informed of and shall comply with all existing and future State and National laws and all municipal ordinances and regulations of the City of Concord which in any manner affect those engaged, or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.
4. **Contractor's Licensing Laws:** Attention is directed to the provisions of the California Business and Professions Code concerning the licensing of Contractors. All bidders and Contractors shall be licensed in accordance with the laws of the State of California and any bidder or Contractor not so licensed is subject to the penalties imposed by such laws.
5. **Permits or Licenses:** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. No fees will be charged for City Encroachment Permit and City Building Permits.
6. **Hours of Work:** Eight hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the City of Concord, \$25 for each worker employed in the execution of the contract by the Contractor or any Subcontractor under him/her for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the Provisions of the California Labor Law. **Note: This is not a public work or prevailing wage contract.**
7. **Prevailing Wages:** Pursuant to Section 1773.2 of the Labor Code, there is on file with the City Clerk of the City of Concord a copy of the prevailing rate of per diem wages to be paid by Contractor. **Note: This is not a prevailing wage contract.**
8. **Excused for Non-Performance:** Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the City of Concord's case when and to the extent that its needs for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire, explosion, war, riots, strikes, labor disputes, or governmental laws, orders or regulations.
9. **Default:** If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent,

RFB # 2203 – Annual Contract To Provide Crossing Guard Services

enter voluntary or involuntary bankruptcy or receivership proceeding or make an assignment for the benefit of creditors, the City of Concord shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon the City of Concord shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to the City of Concord for all costs incurred by the City of Concord in completing or procuring the completion of performance in excess of the contract price herein specified. The City of Concord's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance or course of dealing. Time is of the essence hereof.

10. **Taxes:** Unless otherwise provided herein or required by law, Contractor assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind now or hereafter imposed on or with respect to, or measured by the articles sold or material or work furnished hereunder on the wages, salaries or other remunerations paid to persons employed in connection with the performance of this contract; and Contractor shall indemnify and hold harmless the City of Concord from any liability and expense by reason of Contractor's failure to pay such taxes or contributions.
11. **Independent Contractor:** The Contractor is an independent contractor retained by the City to perform the work described here. All personnel employed by the Contractor, including Subcontractors and personnel of said Subcontractors approved by the City, are not and shall not be deemed to be employees of the City. The Contractor and approved Subcontractors shall comply with all State and Federal laws pertaining to employment and compensation of their employees or agents, including the provision of Workers' Compensation. The City shall not, under any circumstances, be liable to Contractor for any person or persons acting for him/her for any death, injury, or property destruction or damage received or claimed relating to or stemming from the activities undertaken pursuant to this agreement.
12. **Safety:** All equipment and materials shall comply with all Federal, State and local safety rules and regulation including OSHA.
13. **Assignment:** The City is entering into this agreement in consideration of the rendition of the services required herein by Contractor. Contractor shall not assign any of the duties, responsibilities, or obligations of this agreement to any other firm, company, entity, or individual, except with the express written consent of City. Nothing set forth in this paragraph shall preclude Contractor from assigning any of the money due and owing to it from City.

CITY OF CONCORD INSURANCE AND INDEMNIFICATION REQUIREMENTS

A. Insurance - General

All insurance policies shall bear an endorsement, or shall have attached a rider, whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail not less than 30 days before expiration or cancellation is effective.

At the time of execution of the contract, the Contractor shall, at the Contractor's own expense, procure and maintain in full force and effect at all times during the prosecution of the work and for the duration of the warranty period specified in Section SP 2-03 of these Special Provisions, Worker's Compensation Insurance, Commercial General Liability Insurance as follows:

A policy covering the full liability of the contract, to any and all persons employed by him/her directly or indirectly in or upon said work, or their dependents, in accordance with the provisions of the Labor Code of

RFB # 2203 – Annual Contract To Provide Crossing Guard Services

the State of California relating to Worker's Compensation and Insurance.

A policy of commercial liability insurance naming the City of Concord, the City Council, its servants, agents, and employees, as additional insured, against all loss from liability, contingent or otherwise, for injury to, or death of, any person or persons or damage to real or personal property, arising in or by reason of, or in connection with, the performance of the work herein contemplated and agreeing to defend against all claims, demands, actions, or legal proceedings made or brought by any person by reason of any such injury, death, or damage and to pay all judgments, interests, costs, legal and other expenses arising out of or in connection therewith. One insurance policy shall cover all risks on the work.

The policy mentioned in this section shall be issued by an insurance carrier satisfactory to said City and shall be delivered to the City at the time of delivery of such contract. In lieu of actual delivery of such policies, certificate(s) issued by the insurance carrier showing such policies to be in force for the period covered by the contract may be delivered to the City. Such policies and such certificate(s) shall be of a form approved by the City Attorney of said City. Should any policy be canceled before final completion of the work herein contemplated and the Contractor shall fail to immediately procure other insurance as herein required, then the City may procure such insurance and the cost of such insurance shall be deducted from any monies due the Contractor.

With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type of express or implied indemnity against the City, its City Council, officers, employees or agents (excluding agents who are design professionals).

B. Automobile and Liability Insurance

The Contractor shall furnish the City a policy or certificate of liability insurance in which the City, its officers, and agents, are named as an additional insured with the Contractor. Notwithstanding any inconsistent statement in the policy or any subsequent endorsement attached thereto, the City, its officers, and agents, shall be named as an additional insured covering all operations of the Contractor, whether liability is attributable to the Contractor or the City.

The Contractor shall file with the City a satisfactory "blanket coverage" policy of insurance. The policy shall insure the City, its officers, and employees, while acting within the scope of their duties, against all claims arising out of or in connection with the work. The policy shall provide the following minimum limits:

Bodily Injury & Property Damage \$2,000,000 CSL

In those situations where the City, its officers, and agents, are named additional insured with the Contractor, the insurance coverage provided by the Contractor, in accordance with these Specifications, shall be the primary coverage and no other coverage available to City shall be called upon to respond until the limits provided by the Contractor have been exhausted. Contractor shall provide City with evidence of its inclusion in Contractor's insurance, as required by the Specifications, by providing to City a Certificate of Additional Insured Endorsement (ISO Form CG 20 10 11 85).

C. Worker's Compensation Insurance.

The Contractor's attention is directed to the certification required for Worker's Compensation under the provisions in Section 3700 of the Labor Code.

Before execution of the contract by the City Council, the Contractor shall file with the Engineer the following signed certification:

"I am aware of the provisions of Section 3700 of the Labor Code which required every employer to be insured against liability for Worker's Compensation or to undertake self- insurance in

RFB # 2203 -- Annual Contract To Provide Crossing Guard Services

accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

The form attached in the bid documents shall be executed by the Contractor and submitted with the bid.

The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for, and maintaining full force and effect for the duration of the contract, complete Worker's Compensation Insurance, and shall furnish a Certificate of Insurance to the Engineer before execution of the contract. The City, its officers or employees, will not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this paragraph.

All compensation insurance policies shall bear an endorsement, or shall have attached a rider, whereby it is provided that, in the event of expiration of proposed cancellation of such policies for any reason, whatsoever, the City shall be notified by registered mail not less than 30 days before expiration or cancellation is effective.

D. Qualifications of Insurer's

All insurance companies providing coverage to Contractor shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, and shall have an A.M. Best's rating of not less than "A:VII."

NOTE: 1. An additional insured endorsement bearing the designation CG D2 52 01 03 or endorsements containing language similar to that contained in said endorsement is not acceptable by the City and will be rejected.

2. The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance. Any other insurance or self insurance maintained by the City will be excess only and shall not be called upon to contribute with this insurance. Such additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010 as published by the Insurance Services Office (ISO)."

3. The Contractor's insurance is primary. Any City insurance is to be considered excess.

SPECIFICATIONS/REQUIREMENTS

1. Scope: The successful vendor shall provide capable and reliable personnel to fill Crossing Guard requirements of the City of Concord's Police Department; provide a staff member to handle the Crossing Guard program for the City of Concord.

2. Locations: The Crossing Guard locations and times for the 2010/2011 school year are as follows:

<u>Locations</u>	<u>Hours (Maximum)</u>	<u>School</u>
Larkspur & Landana	3.0 Hrs.	Monte Gardens Elementary
Treat and San Simeon	3.0 Hrs.	Woodside Elementary
Oak Grove and Chalomar	3.0 Hrs.	Ygnacio Valley Elem.
Pine Hollow & Pennsylvania	3.0 Hrs.	Highlands Elementary
Olivera and Benton	3.0 Hrs.	Holbrook Elementary
Wren Avenue and Farm Bureau	3.0 Hrs.	Wren Avenue School

RFB # 2203 - Annual Contract To Provide Crossing Guard Services

Oak Grove and Smith	3.0 Hrs.	St. Francis of Assisi
Greenbush & Thornwood	3.0 Hrs.	Mt. View Elementary
Detroit Avenue & Sunshine	3.0 Hrs.	Meadow Homes School
Pine Hollow and Mardon	3.0 Hrs.	Highlands Elementary
Babel at Joan Avenue	3.0 Hrs.	El Monte Elementary
Olivera Rd at Thunderbird	3.0 Hrs.	Glenbrook Intermediate

Note: The City may change, add or eliminate locations served as requirements are evaluated. Bids are to be based on an hourly rate charge for providing Crossing Guard service. Crossing guards are needed one hour in the morning and one hour in the afternoon at most locations with start / end times based on school hours. Maximum hours listed in the specifications reference the maximum hours that can be billed at each location depending on need and hours actually expended. Except as otherwise required by Industrial Welfare Commission Order 4-2001 or other applicable law, Contractor will be paid for actual hours worked at each location.. There is no allowance for "minimum hours" and any request for payment in excess of two hours per day at any location must be justified in writing to the City of Concord, and approved in advance by the City of Concord. The exact beginning times for each location are to be determined by the City of Concord and the Mt. Diablo School District based on the schedules of the schools served.

The City reserves the right to increase or decrease the amount of any class or portion of work or to omit any portion(s) of the work as may be deemed advisable at the contract price. Price negotiations on the contract are optional if the amount of the work is different from the above estimates by 25% or greater.

3. Contract Services:

Services contracted will be as follows:

3.0. **Contract Service.** Provide capable and reliable personnel to fill Crossing Guard requirements as indicated above.

3.1 **Management.** Provide staff member to handle the Crossing Guard program for the City of Concord. Each Crossing Guard hired will be able to contact the assigned staff person in case he/she cannot report for his/her assignment.

The staff member will then ensure, when a Crossing Guard is unable to report to his/her assigned location, that a backup Crossing Guard can be reached to report to the designated location at the required times agreed to with the City of Concord's Police Department.

3.2 **Recruiting.** The bidder shall have a recruiting plan that will assure a fully qualified backup Crossing Guard to be available for each Crossing Guard position designated by the City of Concord's Police Department.

3.3 **Employee Screening.** All applicants for Crossing Guard positions will be pre-screened to determine qualifications and suitability for employment. Applicants who are deemed acceptable will be fingerprinted at the Concord Police Department for a criminal history check. The cost for fingerprinting applicants is \$41.00. The Concord Police Department will waive the \$41.00 fingerprint live-scan fee for applicants who are applying for Crossing Guard assignments within the city limits of Concord. The criminal history check is conducted by the State of California. The cost is approximately \$60 per person. These costs will be paid by the

RFB # 2203 – Annual Contract To Provide Crossing Guard Services

vendor. Those applicants not deemed acceptable by the City of Concord's Police Department will not be assigned as Crossing Guards.

- 3.4 **Training.** Bidder agrees to fully train each Crossing Guard prior to their being assigned to any duties. The City of Concord's Police Department will approve the training standards. All training will include instructions on how to hold the Crossing Guard stop sign and where to stand during the time children are crossing the roadway. Crossing Guards will be instructed on the wearing of a safety vest, and the proper method required to report any and all violations of the hand-held stop sign used to control the movement of vehicular traffic on the roadway to the City of Concord Police Department.
- 3.5 **Clothing and Equipment.** The City of Concord's Police Department will provide a safety vest and Crossing Guard stop sign to be used by each Crossing Guard. In addition, Rain Gear will be provided for use as needed. These items will be furnished to the contractor for the sole use of those personnel serving as Crossing Guards for Concord. The equipment shall be returned to the City of Concord's Police Department at the termination of this contract.

4. **Term and Termination of Agreement:** This agreement shall commence on the first day of September, 2010 and shall expire at the end of the school year in June, 2011. The agreement provides for up to two (2) one-year extensions at the same unit prices, at the option of the City of Concord.

- 4.1 **Termination of Agreement.** Either party shall have the right at any time to terminate this agreement by giving the other party 60 days prior written notice of intention to terminate.
- 4.2 **Excuses for Non-Performance.** See City of Concord General and Work Conditions (attached).

5. **Payment and Records:** The City of Concord will pay for the hourly services under this agreement in accordance with the agreed Crossing Guard locations to be worked. The City of Concord will be billed the agreed hourly rate per hour for each hour worked.

- 5.1 **Payroll Time Management and Legal Requirements.** The bidder will meet all state and federal requirements regarding payroll taxes, minimum wage, workers' compensation, and fair employment practices. The bidder specifically represents that all services under this proposal shall be available to all qualified persons regardless of age, sex, race, religion, national origin, or ethnic background.
- 5.2 **Bi-Weekly Payment of Employees.** At the completion of each work week, bidder agrees to be responsible for time card preparation and review in order that each worker will receive their payroll check bi-weekly. Bidder will handle all payroll responsibilities.

6. **Hourly Rate:** Bid submitted to the City shall stipulate hourly rate bidder agrees to charge the City of Concord. All costs, including all applicable taxes, shall be including in the hourly rate bid.

7. **Equal Opportunity Clause of Executive Order:** The successful bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

8. **References:** As part of the submittal, a minimum of two references are required. Each reference must be current, having been a client over the last two years, and of similar scope. Each reference must include the name of the company or organization, the name of a contact person, the address, telephone number, and fax number. The City reserves the right to contact these references as part of the evaluation.

SAMPLE CONTRACT

THIS CONTRACT, made and entered into this ____ day of ____, 2010, between _____, (hereinafter referred to as "CONTRACTOR") and the City of Concord, a municipal corporation, (hereinafter referred to as "CITY").

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City, the Contractor agrees with the City, at its own cost and expense, to do all the work and furnish all the equipment, personnel and materials necessary to provide in a good and substantial manner and to the satisfaction of the City the following work: provide _____, in accordance with the City of Concord Request for Bid (RFB No. _____ and the _____ submittal dated _____, 2010 which are hereby specially referred to and by such reference made a part hereof.

The work to be done is shown in RFB # ____ provided Contractor in connection with the work to be performed hereunder, which RFB# ____ are hereby made a part of this contract.

2. The Contractor agrees to receive and accept _____, as full compensation for furnishing all equipment, personnel and materials and for doing all the work contemplated and embraced in this agreement.

3. The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide the equipment, and personnel and materials and to do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions as provided; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

4. It is further expressly agreed by and between the parties that should there be any conflict between the terms of this instrument and the bid or proposals of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

5. Time is of the essence to the terms of this contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract on the day and year first above written.

CONTRACTOR

CITY OF CONCORD, a municipal corporation

Signature

By: _____
Daniel E. Keen
City Manager

Print or Type Name

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

RFB # 2203 – Annual Contract to Provide Crossing Guard Services

CITY OF CONCORD

RFB #2203 – ANNUAL CONTRACT TO PROVIDE CROSSING GUARD SERVICES

BID SUBMITTAL

TO THE CITY COUNCIL OF THE CITY OF CONCORD:

In compliance with the notice inviting sealed bids, the undersigned hereby proposes to furnish all necessary tools and equipment, materials, labor, and supervision (including cost of Workers' Compensation Insurance and all payroll taxes on such labor) to complete CROSSING GUARD SERVICES, in accordance with the Specifications and City of Concord General and Work Conditions therefor, and further agrees to enter into a Contract therefor, at the prices listed in the accompanying proposal. Prices are F.O.B. Concord, California. All prices and fees, including all applicable sales taxes, are included.

- 1. **CROSSING GUARD SERVICES** in accordance with the requirements of this solicitation document:

	<u>Hourly Rate</u>	<u>Total</u>
TOTAL HOURS: 6,480	\$ _____	\$ _____

The total numbers of hours listed above is an estimate only for comparison of bids. The City of Concord shall pay only for actual hours worked at the above unit price, as more fully described in "Specifications/Requirements", Item 2 (Page 8).

- 2. **Addenda Acknowledgement:** The undersigned acknowledges the receipt of the following addenda (if any) to the bid document.

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____

- 3. **Firm Information:** If the bidder is an individual, so state, if a firm or co-partnership, state the firm name and give the name of all individual co-partners composing the firm. If a corporation, state legal name of corporation, and provide names of president, secretary, treasurer and manager thereof.

Name of Bidder: _____

RFB # 2203 -- Annual Contract to Provide Crossing Guard Services

4. Subcontractors: In conformance with "Instructions to Bidders, Item 2.0, Subcontractors" of this solicitation document all persons submitting bids shall list the name and location of place of business of each subcontractors regardless of the character of the work. (Attach additional page(s), if necessary.)

Name	Address	Work to be Performed
1		
2		
3		

5. References: In accordance with "Specifications, Item 8., References" provide a minimum of two references.

6. Local Vendor Preference: Provide Concord Business License number if claiming Local Vendor Preference as described in Policy and Procedure No. 142.

SUBMITTED BY:

COMPANY NAME: _____

ADDRESS (Not a P.O. Box): _____

CITY: _____ **STATE, ZIP CODE:** _____

PHONE NO.: _____ **FAX NO.:** _____

YOUR NAME & TITLE: _____

YOUR SIGNATURE: _____ **DATE:** _____



CITY OF CONCORD

Number:	142
Authority:	Council Motion
Effective:	6/2/92
Revised:	7/27/09
Reviewed:	2004
Initiating Dept.:	PI

**LOCAL VENDOR PREFERENCE
FOR THE PURCHASE OF SUPPLIES, SERVICES, AND EQUIPMENT**

1. PURPOSE

To encourage the purchase of supplies, services, and equipment from vendors located within the boundaries of the City of Concord.

2. POLICY

As requests for the purchase of supplies, services, and equipment are received, it is recognized that procuring these from vendors located within the City of Concord promotes a healthy local economy and, therefore, benefits Concord's citizens as a whole. Procurement should seek to involve local vendors to the maximum extent possible while still complying with Chapter 2, Article VIII of the City of Concord Municipal Code.

3. LOCAL VENDOR DEFINITION

A local vendor is defined as a business with a physical location within the boundaries of the City of Concord and who maintains a current City of Concord business license.

4. REQUIREMENTS

4.1 The City will actively seek to identify local vendors interested in doing business with the City of Concord.

4.2 The price bid by Concord vendors will be adjusted by five percent (5%) when prices are compared in the bidding process.

4.3 The local vendor preference shall be applied to a maximum of \$100,000 per bid including all costs, except sales tax.

5. EXCEPTIONS

This policy shall not apply to the following purchases or agreements:

5.1 Goods, equipment, or services provided under a cooperative purchasing agreement.

5.2 Purchases or agreements which are funded in whole or in part by a governmental entity, and the laws, regulations, or policies governing such funding prohibit application of that preference.

RFB # 2203 – Annual Contract to Provide Crossing Guard Services

- 5.3 Purchases for goods, equipment, or services made or agreements let under emergency situations.
- 5.4 Public projects governed under the State of California Public Contract Code.
- 5.5 Professional or consultant services.
- 5.6 Sole source purchases.
- 5.7 Purchases of supplies, services, and equipment not requiring bids.
- 5.8 Application of the local vendor preference to a particular purchase, agreement or category of agreements for which the City Council is the awarding authority may be waived at the City Council's discretion.

8-22

Contra Costa County
Standard Form L-1
Revised 2008

STANDARD CONTRACT
(Purchase of Services - Long Form)

Number 6R4161
Fund/Org# 0662
Account # 60490
Other #

Exc. 2007

1. Contract Identification.

Department: Contra Costa County Public Works Department

Subject: Bay Point Crossing Guard Program FY10/11

2. Parties. The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: American Guard Services, Inc.

Capacity: Corporation

Address: 1299 E. Artesia Blvd., Suite 200, Carson, CA 90746

3. Term. The effective date of this Contract is August 3, 2010. It terminates on June 30, 2011 unless sooner terminated as provided herein.

4. Payment Limit. County's total payments to Contractor under this Contract shall not exceed \$ 66,000.00.

5. County's Obligations. County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. General and Special Conditions. This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. Project. This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference:

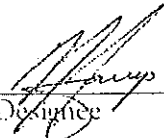
Not applicable.

9. Legal Authority. This Contract is entered into under and subject to the following legal authorities:

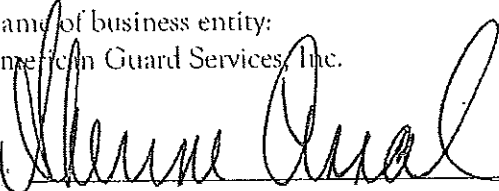
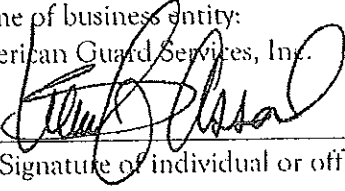
Government Code Section 26227 and Government Code 31000

10. Signatures. These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

<p>BOARD OF SUPERVISORS</p> <p>By <u></u> Chair/Deputy</p>	<p>ATTEST: Clerk of the Board of Supervisors</p> <p>By _____ Deputy</p>
--	--

CONTRACTOR

<p>Name of business entity: American Guard Services, Inc.</p> <p>By <u></u> (Signature of individual or officer)</p> <p><u>Sherine Assal, President</u> (Print name and title A, if applicable)</p>	<p>Name of business entity: American Guard Services, Inc.</p> <p>By <u></u> (Signature of individual or officer)</p> <p><u>Sherif Assal, Secretary</u> (Print name and title B, if applicable)</p>
--	--

Note to Contractor: For Corporations (profit or nonprofit), the contract must be signed by two officers. Signature A must be that of the president or vice-president and Signature B must be that of the secretary or assistant secretary (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

ACKNOWLEDGMENT/APPROVALS
(Purchase of Services - Long Form)

ACKNOWLEDGMENT

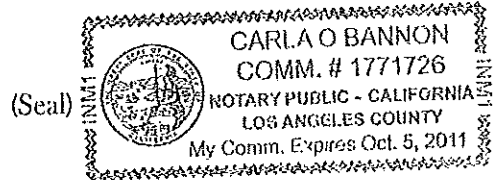
STATE OF CALIFORNIA)
 Los Angeles)
COUNTY OF ~~CONTRA COSTA~~)

On Aug. 3 2010, before me, Carla O Bannon
(insert name and title of the officer), personally appeared Sherine Assal
(and) Sherif Assal who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me
that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Carla O Bannon
Signature



ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED
COUNTY COUNSEL

By: [Signature]
Designee

By: [Signature]
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: Richard J. Stahl
Designee

Contra Costa County
Standard Form L-3
Revised 2008

SERVICE PLAN OUTLINE
(Purchase of Services - Long Form)

Number 6R4161

SERVICE PLAN

AMERICAN GUARD SERVICES, INC.

BAY POINT CROSSING GUARD PROGRAM FY10/11

PROJECT NO. 0662-6R4161

DEPARTMENT CONTACT INFORMATION

Contractor shall send all notices, reports, and correspondence to:
Mark A. de la O, P.E.
Contra Costa County Public Works Department
Transportation Engineering Division
255 Glacier Drive
Martinez, CA 94553

PROJECT BACKGROUND

The Bay Point Crossing Guard Program (Project No. 0662-6R4161) provides for crossing guard services for Bay Point area schools of east Contra Costa County (District V, Supervisor Glover). The FY10/11 program consists of providing crossing guards at six (6) intersections during the FY10/11 Mt. Diablo Unified School District school year.

CONTRACTOR SCOPE OF SERVICES

Contractor shall provide crossing guards that are equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks per NAICS Code 561612. Each such personnel shall be herein referred to as a Crossing Guard. The Contractor shall recruit, perform background clearances, train, conduct safety inspections, coordinate safety assemblies, respond to and remedy any problems and complaints, provide the necessary safety equipment, and supervise and manage all Crossing Guards.

The Contractor shall ensure that Crossing Guard services are provided at the locations and hours designated by the Department on all days in which the designated schools in the community of Bay Point are in session during the school year, as determined by Contra Costa County Public Works Department (CCCPWD) Transportation Engineering Division. No more than six (6) intersections shall be designated by the Department at any given time.

The contractor shall coordinate any scheduling questions and/or changes directly with the CCCPWD Transportation Engineering Division, Mark de la O, (925) 313-2234. Contractor shall notify CCCPWD Transportation Engineering Division, in writing, at least 14 days in advance of any changes in Crossing Guard hours of work or location.

Initials: 
Contractor

County Dept.

Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times and in accordance with all terms of this Agreement. Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report to work at the assigned time and location.

Pursuant to Education Code §45125.1, the Contractor shall require all employees considered for hire to submit to, and clear, a background investigation by the Department of Justice. Only applicants who have a clear background check by the Department of Justice will be hired to work as crossing guards for this contract. In the performance of their duties, Contractor's employees shall conduct themselves in accordance with the requirements of this contract and the laws and codes of the State of California pertaining to general pedestrian safety and school crossing areas.

All Crossing Guards shall wear a vest provided by Contractor. The vest shall be readily visible and shall conform to the American National Standards Institute (ANSI) /International Safety Equipment Association (ISEA) Class 2 standard. Such apparel shall be uniform for all persons performing the duties of a Crossing Guard and shall be worn at all times while performing said duties. Contractor shall also provide each Crossing Guard with a hand held Stop Sign.

Any employee of the Contractor who is determined by County to be uncooperative, incompetent, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the County shall be promptly removed from the Project by Contractor and shall not be reemployed to perform any of the services or work on this Project.

PAYMENT PROVISION

One service unit is equal to one man-hour of Crossing Guard service at a unit rate of \$15.97 per hour and one man-hour of Crossing Guard Supervisor service at a unit rate of \$16.97 per hour, with a three (3) hour minimum billing per crossing site per day. The service unit does not include the cost of any additional safety equipment, crosswalk delineators or other aforementioned safety devices, which the County shall not pay for.

Initials: 
Contractor

County Dept.

Contra Costa County
Standard Form L-5
Revised 2008

GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.

a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.

b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.


Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

5. Termination and Cancellation.

a. Written Notice. This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

b. Failure to Perform. County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

c. Cessation of Funding. Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. Entire Agreement. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. Further Specifications for Operating Procedures. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. Modifications and Amendments.

a. General Amendments. In the event that the Payment Limit of this Contract is \$100,000 or less, this Contract may be modified or amended only by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the Payment Limit of this Contract exceeds \$100,000, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

b. Minor Amendments. The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. Disputes. Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.



Contractor

County Dept.

10. Choice of Law and Personal Jurisdiction.

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. Conformance with Federal and State Regulations and Laws. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. No Waiver by County. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. Subcontract and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. Independent Contractor Status. The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Additionally, Contractor is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. Conflicts of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify,



Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest.

16. Confidentiality. Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.

b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. Nondiscriminatory Services. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.

18. Indemnification. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. Insurance. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

a. Commercial General Liability Insurance. For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000


Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000, and Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.

b. Workers' Compensation. Contractor must provide workers' compensation insurance coverage for its employees.

c. Certificate of Insurance. The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

d. Additional Insurance Provisions. The insurance policies provided by Contractor must include a provision for thirty (30) days written notice to County before cancellation or material change of the above-specified coverage.

20. Notices. All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. Primacy of General Conditions. In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. Possessory Interest. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section


Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. **Copyrights and Rights in Data.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. If any material is subject to copyright, County reserves the right to copyright, and Contractor agrees not to copyright such material. If the material is copyrighted, County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor must provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.


Contractor

County Dept.

29. No Implied Waiver. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.



Contractor

County Dept.

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[Check one alternative only.]


- a. \$ monthly, or
- b. \$ per unit, as defined in the Service Plan, or
- c. \$ after completion of all obligations and conditions herein.
- d. Other: .

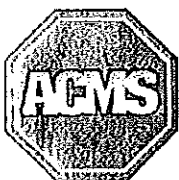
2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.

3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.

4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: 
 Contractor _____ County Dept.



ALL CITY MANAGEMENT SERVICES

AGREEMENT BETWEEN THE CITY OF MARTINEZ AND ALL CITY MANAGEMENT SERVICES, INC. FOR CROSSING GUARD SERVICES

THIS AGREEMENT made and entered into this August 25, 2003, by and between the CITY OF MARTINEZ, a municipal corporation, hereinafter called the "City", and ALL CITY MANAGEMENT SERVICES, INC., hereinafter called the "Contractor";

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period of time which commences September 1, 2003 , and ends on June 30, 2004, and for such term thereafter as the parties may agree upon.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a Crossing Guard. The Contractor is an independent Contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City's representative in dealing with the Contractor shall be the City Manager or his/her designee.
4. If, at any time during the contract period, the City questions the meaning of any item of this Agreement, the City may contact the Contractor for interpretation of that item.
5. The City shall have the right to determine the hours and locations when and where Crossing Guards shall be furnished by the Contractor. The Contractor shall notify the City in writing of any changes which may need to occur in hours of work or locations. The City further has the power to add to, delete from, or revise the work schedule/locations at any time.
6. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with all items of this Agreement.
7. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location.



ALL CITY MANAGEMENT SERVICES

8. The Contractor shall provide personnel properly trained as herein specified for the performance of duties of Crossing Guards. In the performance of their duties the Contractor and employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and the laws and codes of the State of California and the City of Martinez.
9. Persons provided by the Contractor as Crossing Guards shall be trained in the laws and codes of the State of California and the City of Martinez pertaining to general pedestrian safety and school crossing areas.
10. Crossing Guard Services shall be provided by the Contractor at the designated locations and at the designated hours on all days on which Hidden Valley Elementary School in the City of Martinez, are in session.
11. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary. Apparel and equipment shall be pre-approved by the City Manager or his/her designee.
12. The Contractor shall at all times provide workers' compensation insurance covering its employees, and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as an additional insured. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice by Certified Mail, Return Receipt Requested has been given to the City Manager, or his/her designee for the City.



ALL CITY MANAGEMENT SERVICES

13. Contractor agrees to indemnify the City, its Officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, claims damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the intentional or negligent acts, errors, or omissions of Contractor, its agents, employees, subcontractors, or invitee, provided for herein.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) Contractor will promptly pay any judgement rendered against City, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities.
 - c) In the event City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
14. Either party shall have the right to cancel this Agreement by giving thirty (30) days written notice to the other. The City will only be billed for services rendered to effective date of cancellation.
15. The Contractor shall not have the right to assign this Contract to any other person or firm except with the prior written consent of the City.
16. The City agrees to pay the Contractor for the services rendered pursuant to this Agreement the sum of Thirteen Dollars and Forty-Nine Cents (\$13.49) per hour of Crossing Guard services provided with a minimum of four (4) hours per day, per guard. It is understood and agreed that the cost for providing two thousand, three-hundred and forty hours (2,340) hours of services shall not exceed Thirty One Thousand, Five-Hundred and Eighty Dollars (\$31,580.00).



ALL CITY MANAGEMENT SERVICES

17. In the event that this Agreement is extended beyond June 30, 2004, the compensation for services shall be established by mutual consent of the parties. Said payment shall be made upon written statement to the City by the Contractor and approval of the appropriate City representative.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

City of Martinez

All City Management Services, Inc.

By J. Catalano
Signature

By [Signature]
Baron Farwell, General Manager

June Catalano - City Manager
Print Name and Title

Date: 9-5-03

Date: September 2, 2003



ALL CITY MANAGEMENT SERVICES

Amendment to Agreement between All City Management Services, Inc. and the City of Martinez for providing School Crossing Guard Services

The City of Martinez hereinafter referred to as the "City", and All City Management Services, Inc., located at 1749 S. La Cienega Blvd., Los Angeles, CA 90035, hereinafter referred to as the "Contractor", mutually agree to amend the existing Agreement entered into on August 25, 2003 as follows:

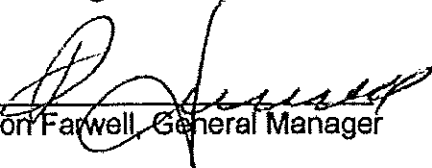
1. **Item #1** The City and the Contractor agree to extend the term of this Agreement for the 2004-2005 fiscal year beginning July 1, 2004 through June 30, 2005.
2. **Item #16** The City agrees to pay Contractor for services rendered pursuant to the Agreement the sum of Thirteen Dollars and Forty-Nine Cents (\$13.49) per hour of guard service provided. It is understood that the cost of providing two-thousand, three-hundred and forty (2,340) hours of service shall not exceed Thirty One Thousand, Five Hundred and Eighty Dollars (\$31,580.00).
3. Except as provided for in Item #1 and Item #16, all other terms and conditions of the original Agreement and Amendments thereto between the City and the Contractor remain in effect.

City of Martinez

By 
Assistant City Manager

Date 4/14/04

All City Management Services, Inc.

By 
Baron Farwell, General Manager

Date 5-12-04

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the nineteenth day of July, 2010, by and between the City of Pleasant Hill ("City") and All City Management Services, ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner:

"Consultant shall perform the services described on Exhibit B which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time."

2. Time of Performance. This is a one-year Agreement. Contractor's services shall begin no later than the first day of the 2010-11 school year and shall terminate at the end of this same school year.

3. Compensation. Compensation to be paid to Consultant shall be at an hourly rate of \$14.86 per hour. This rate includes, but is not limited to recruitment, background clearance, training, supervision, payroll and management of the Crossing Guard Program.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after

approval of the monthly invoice by City staff. When payments made by City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.

5. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

6. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

7. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. Possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

8. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

9. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein), arising out of the performance of this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.

10. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used,

either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

b. Policy Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City of Pleasant Hill, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

v. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance and Endorsements. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

11. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

12. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Pleasant Hill business license.

13. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Contra Costa, Martinez, California.

14. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:

City of Pleasant Hill
100 Gregory Lane
Pleasant Hill, CA 94523-8828

If to Consultant: All City Management Services
 1749 S. La Cienega Blvd.,
 Los Angeles, CA 90035

15. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

16. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

17. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

18. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

19. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

20. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

21. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

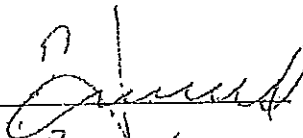
22. Termination. This Agreement may be terminated immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF PLEASANT HILL:

CONSULTANT:

June Catalano
City Manager

By: 
Title: President

Business License # 0000033960

APPROVED AS TO FORM:

ATTEST:

Debra S. Margolis
City Attorney

Marty McInturf
City Clerk

Attachments: Exhibit A Scope of Services and Special Provisions
 Exhibit B Locations and Times

EXHIBIT A

Scope of Services and Special Provisions

This document details the scope of work and special provisions incorporated into the Agreement for Crossing Guard Services between the City of Pleasant Hill and the Consultant.

1. Purpose of Intent: Each school day, in the Mt. Diablo Unified School District, the Consultant shall provide one capable, reliable, fully trained crossing guard (CG) to serve as a adult CG at each of the locations and times specified in the category titled "Locations and Times" and pursuant to the terms of the Agreement.

For the purpose of this Agreement, the term Crossing Guard (CG) includes any and all fully trained substitutes.
2. Substitutes: The Consultant shall assure that there is at least one substitute CG available for every four CG locations, or fraction thereof.
3. Time of Performance: This is a one-year Agreement. The services of the Consultant are to commence no later than the first day of school in the 2010-11 school year and shall continue until the end this same school year.
4. Management and Supervision: Consultant shall provide fully trained supervision and/or management personnel who shall coordinate and schedule the work of CG services.
 - A. The Consultant shall keep the City informed of the name and contact telephone number(s), including non-work numbers, of their assigned CG supervisor.
 - B. The City representative for the administration of this Agreement shall be the Patrol Division Commander, or his/her absence, the Watch Commander.
 - C. While neither the City nor the police directly supervise or control the CGS, because of the unique public safety nature of the CG assignment, a representative of the Police Department may, from time to time, offer suggestions or advice directly to individual CGS as to how the safety of the children or the safety or performance of the CG might be improved.
5. Locations and Times: The City may change, add or eliminate hours of work or locations as the need arises or requirements change (See Exhibit B). Compensation to the Consultant shall be adjusted accordingly.

During the school year, the Consultant is to consult directly with each school whose students use the crossing locations and make appropriate adjustments to the time of work of the appropriate CG, for special, day at a time, conditions.
6. Recruitment and Screening: Applicants for CG positions shall be screened by the Consultant for basic qualifications.
 - A. If acceptable to the Consultant, the CG applicant shall be sent to the Pleasant Hill Police Department for fingerprinting and a background screening to determine suitability for employment.

- B. Background screening shall include a formal inquiry into local, state and federal criminal history records. The Police Department shall pay any necessary fingerprint processing or other background fees. Any applicant deemed not acceptable by the Police Department shall not be employed as a CG under this Agreement.
7. Training: Consultant shall fully train each CG before assignment to duties. Minimum training shall include, but not be limited to, pertinent Municipal Code and Vehicle Code laws relating to CG rights, obligations and duties.
- Upon request of the consultant, the City, through the Police Department, may provide up to two hours of "basic" training to heretofore untrained CG services.
8. Clothing and Equipment: The City shall provide Consultant with twelve CG stop signs and "safety vests". This equipment remains the property of the City and shall be returned to the City at the termination of this Agreement. All other necessary clothing and equipment shall be provided by the Consultant or CG.
- A. CGS shall only use approved CG stop signs.
- B. When working, the CG shall wear the designated "safety vest" as his or her outermost garment.
9. Vacant positions: If for any reason, the contractor is unable to fill one or more CG locations for the assigned times, the Consultant shall immediately notify the Police Department Watch Commander.
10. Reporting hazards/violations: CGS shall report to the Police department all serious hazards, traffic violations or criminal violations that they observe or have knowledge of, that affect the safety of children at or near their assigned location. Reporting shall be as soon as reasonable, given their crossing duties, but in the event, by the end of the same day as the occurrence.

EXHIBIT B

Locations and times

The Crossing Guard locations and times for the 2010-11 school year are as follows:

<u>LOCATIONS</u>	<u>TIME</u>	<u>HOURS</u>
Boyd Road Patterson Blvd	0730-0930 1300-1500	4
Contra Costa Blvd Ellinwood Drive	0730-0930 1300-1500	4
Gregory Lane Brandon Road	0700-0900 1300-1500	4
Gladys Drive Helen Drive	0700-0900 1300-1500	4
Monument Blvd Busklrk Avenue	0745-0945 1300-1500	4
Oak Park Blvd Wendell Lane	0715-0915 1300-1500	4
Pleasant Hill Rd. Paradise Lane	0715-0915 1300-1500	4
Viking Drive Odin Drive	0715-0915 1300-1500	4
Viking Drive Ruth Drive	0715-0915 1300-1500	4

**Total 36 hours per day

The City may change, add or eliminate hours of work or locations as the need arises or requirements change. Compensation to the Contractor shall be adjusted accordingly. During the school year, the Contractor is to consult directly with each school whose students use the crossing locations and make appropriate adjustments to the times of work of the appropriate CG, for special, day at a time, conditions.



ALL CITY MANAGEMENT SERVICES

AGREEMENT BETWEEN THE CITY OF WALNUT CREEK ALL CITY MANAGEMENT SERVICES, INC. FOR CROSSING GUARD SERVICES

THIS AGREEMENT made and entered into this September 9, 2010 by and between the CITY OF WALNUT CREEK hereinafter called the "City", and ALL CITY MANAGEMENT SERVICES, INC., hereinafter called the "Contractor";

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period of time which commences September 9, 2010 and ends on June 30, 2011, and for such term thereafter as the parties may agree upon.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a Crossing Guard. The Contractor is an independent Contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City's representative in dealing with the Contractor shall be the City Manager or such person as the City Manager may designate.
4. If, at any time during the contract period, the City questions the meaning of any item of this Agreement, the City may contact the Contractor for interpretation of that item.
5. The City shall have the right to determine the hours and locations when and where Crossing Guards shall be furnished by the Contractor. The Contractor shall notify the City in writing of any changes which may need to occur in hours of work or locations. The City further has the power to add to, delete from, or revise the work schedule/locations at any time.
6. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with all items of this Agreement.
7. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location.



ALL CITY MANAGEMENT SERVICES

8. The Contractor shall provide personnel properly trained as herein specified for the performance of duties of Crossing Guards. In the performance of their duties the Contractor and employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and the laws and codes of the State of California pertaining to general pedestrian safety in school crossing areas.
9. Persons provided by the Contractor as Crossing Guards shall be trained in the laws and codes of the State of California and the City of Walnut Creek pertaining to general pedestrian safety and school crossing areas.
10. Crossing Guard Services shall be provided by the Contractor at the designated locations and at the designated hours on all days on which the designated schools in the City of Walnut Creek, are in session.
11. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary. Apparel and equipment shall be pre-approved by the City Manager or designee.
12. The Contractor shall at all times provide workers' compensation insurance covering its employees, and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as an additional insured. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice by Certified Mail, Return Receipt Requested has been given to the City Manager or designee for the City.



ALL CITY MANAGEMENT SERVICES

13. Contractor agrees to indemnify the City, its Officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, claims damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the intentional or negligent acts, errors, or omissions of Contractor, its agents, employees, subcontractors, or invitee, provided for herein.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) Contractor will promptly pay any judgment rendered against City, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities.
 - c) In the event City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
14. Either party shall have the right to cancel this Agreement by giving thirty (30) days written notice to the other.
15. The Contractor shall not have the right to assign this Contract to any other person or firm except with the prior written consent of the City.
16. The City agrees to pay Contractor for services rendered pursuant to the Agreement the sum of Fifteen Dollars and Thirty Cents, (\$15.30) per hour of guard service provided. It is understood that the cost of providing Seven Thousand, Two Hundred hours (7,200) of service shall not exceed One Hundred and Ten Thousand, One-Hundred and Sixty Dollars, (\$110,160.00) per year.
17. In the event that this Agreement is extended beyond June 30, 2011 the compensation for services shall be established by mutual consent of the parties. Said payment shall be made upon written statement to the City by the Contractor and approval of the appropriate City representative.



ALL CITY MANAGEMENT SERVICES

Amendment to Agreement between All City Management Services, Inc. and the City of Walnut Creek for providing School Crossing Guard Services

The City of Walnut Creek hereinafter referred to as the "City", and All City Management Services, Inc., located at 1749 S. La Cienega Blvd., Los Angeles, CA 90035, hereinafter referred to as the "Contractor", mutually agree to amend the existing Agreement entered into on July 29, 2009 as follows:

1. **Item #1** The City and the Contractor agree to extend the term of this Agreement for the 2010-2011 fiscal year beginning July 1, 2010 thru June 30, 2011.
2. **Item #15** The City agrees to pay Contractor for services rendered pursuant to the Agreement the sum of Fifteen Dollars and Thirty Cents, (\$15.30) per hour of guard service provided. It is understood that the cost of providing Seven Thousand, Two Hundred hours (7,200) of service shall not exceed One Hundred and Ten Thousand, One-Hundred and Sixty Dollars, (\$110,160.00) per year.

Except as provided for in Item #1 and Item #15, all other terms and conditions of the original Agreement and Amendments thereto between the District and the Contractor remain in effect.

City of Walnut Creek

All City Management Services, Inc.

By [Signature]
Signature

By [Signature]
Demetra Farwell, Corporate Secretary

GARY POKORNY, City Manager
Print Name and Title

Date Sept. 28, 2010

Date August 31, 2010

Approved as to Form:

ATTEST

By [Signature]
Signature

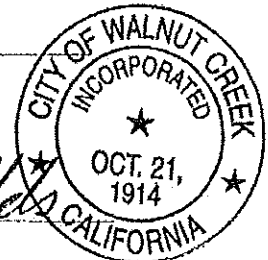
By [Signature]
Signature

sr Asst. City Attorney
Print Name and Title

Patricia M. Ows, City Clerk
Print Name and Title

Date 9/28/10

Date 9/28/2010



Crossing Guard Locations Counts

School	Dist.	Intersection	Type of Traffic Control	AM Peak		PM Peak	
				Ped.	Veh.	Ped.	Veh.
2 W.C. Intermediate	WC	Walnut Blvd / Ygnacio Valley Rd	Signal	185	826	209	950
2 Walnut Acres	MD	Blackstone Dr / Wiget Ln	One Way Stop (B'stone)	162	475	160	355
3 Buena Vista	WC	San Juan Ave IFC Buena Vista Elem	None	42	349	35	172
4 Buena Vista	WC	Buena Vista Ave / School Ln	Mid Block	35	500	50	571
5 Foothill Middle	MD	Cedro Lane / Oak Grove Rd	All Way Stop	32	1206	47	1167
6 Walnut Heights	WC	Scots Lane / Walnut Blvd	One Way Stop (Scots)	26	476	39	327
7 Walnut Acres	MD	Blackstone Dr / Walnut Ave	Signal	23	1141	28	1068
8 Walnut Acres	MD	Hutchinson Rd / Walnut Ave	One Way Stop (Hutch)	19	1110	14	1034
9 Buena Vista	WC	Alvarado Dr / Buena Vista Ave	All Way Stop	19	719	11	504
10 Encanto Elem	MD	Carraige Dr / Treat Rd	Signal	13	549	22	763

Meets CMUTCD Criteria (350 Veh X 40 Ped)
Close to meeting Criteria

Crossing Schools

- at
1. W.E.I.
 2. F.M.S
 3. WALNUT ACRES
 4. B.V. ELEMENTARY
 5. WALNUT HEIGHTS
 6. BANCROFT ELEM.

City of Walnut Creek

5/18/2010

FOR DISCUSSION PURPOSES ONLY

INITIAL DRAFT Crossing Guard Services Contract November 10, 2010

Note – hourly rate needs to be inserted or attached on signature page

CITY/COUNTY OF XXXXX (means standard Jurisdiction name/format),

CALIFORNIA

REQUEST FOR BIDS

CONTRACT TO PROVIDE CROSSING GUARD SERVICES

INSTRUCTIONS TO BIDDER

1. **General:** XXXXX is seeking bids to furnish all necessary tools and equipment, materials, labor, and supervision (including cost of insurance and all payroll taxes on such labor) for: **Crossing Guard Services**. All pricing is to be included in the bid. No charge shall be allowed for the preparation of a response to this solicitation document. The XXXXX reserves the right to accept or reject proposals for each item separately and to waive any defects in the proposals submitted.

The XXXXX reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalance or conditional Bids, re-bid, and to reject the Bid of any Bidder if believes that it would not be in the best interest of the XXXXX to make an award to that bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard criteria established by XXXXX. XXXXX also reserves the right to waive informalities, inconsequential deviations or minor irregularities not involving price, time or changes in the work, to the fullest extent permitted by law.

2. **Subcontractors:** Submittal shall include a list of all subcontractors that bidder contemplates using for approval by the XXXXX. Once approved, the list shall not be changed without prior written permission by the XXXXX.
3. **Examination of Requirements:** Before submitting a bid, each bidder shall be held responsible for having examined the bid document and be fully informed of the conditions, requirements, and requirements of the work or materials to be furnished. Failure to do so will be at the bidder's own risk and relief on a plea of error cannot be secured.
4. **Questions, Interpretations, or Corrections of Bid Document:** Bidder shall notify the XXXX insert correct information Purchasing AgentXXX promptly of any error, omission, or inconsistency that may be discovered during the examination of the solicitation. Questions may be directed to XXXX insert Jurisdiction staffer, title and Phone No.XXXX.

All clarifications, corrections, or changes to the solicitation document will be made by Addendum only. Bidder shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at any pre-bid conference. Interpretations, corrections, and changes shall not be binding unless made by addendum. All addenda issued shall become part of the solicitation and any agreement documents. XXXXX Verify correct info for your

jurisdictionXXXXX Any addendum issued will be sent to all known solicitation holders by facsimile or US mail. It is the bidder's sole responsibility to ascertain that it has received all addenda issued for this solicitation. All addenda must be acknowledged and returned on or before the submittal deadline, unless otherwise directed by an addendum. **Delete following if not applicable Note: Due to budget constraints May 7, 2010 is a furlough day and XXXXX offices will be closed.**

***USE IF APPLICABLE** Please note that the XXXXX does not use any bidding service. It is the potential bidder's responsibility to contact the XXXXX insert correct information XXXX Purchasing Office if a solicitation document was obtained through a bidding service. If wholly electronically available, solicitation documents and any addenda are posted on the XXXXX's insert website address information. Otherwise the document(s) posted will provide direction on how to obtain the solicitation document and/or addenda.*

5. **Prices, Notations, and Mistakes:** All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent and initialed in ink by the person who signs the bid. Prices shall be stated in units and bids made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern. The total amount of the bid will be the sum of the total prices of all items in the submittal schedule. The total price of the unit price items will be the product of the unit price and the estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item. .
6. **Terms of the Offer:** XXXXX's acceptance of bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the XXXXX Concord. *Bids offering terms other than those shown herein may be declared non-responsive and may not be considered.*
7. **Agency Compliance/License:** All equipment and materials shall comply with all federal, state, and local safety rules and regulations, including OSHA. All transactions related to this solicitation and any award/order resulting from it shall be governed by the laws of the State of California. The Contractor shall possess any appropriate valid license for the services designated herein at the time the bids are opened.
8. **Award:** The contract shall be awarded in accordance with XXXXX's municipal codes, policies, and directives; and in a timely manner. Upon written notification of award, the successful bidder must provide insurance certificates, business license, and three copies of the contract within ten (10) XXXXX name of Jurisdiction working days. Failure to provide the required documents within the time allowed may result in withdrawal of award.
9. **XXXXUse if applicable or Customize to JurisdictionXXXX Local Vendor Preference:** In accordance with Policy and Procedure No. 142, an advantage shall be extended to XXXXX businesses in the form of a 5% price preference in the evaluation of submittals for the procurement of supplies, services, and equipment. Any respondents claiming this preference must provide XXXXX Jurisdiction business license information at the time of the submittal.
10. **Insurance:** Successful bidder must comply with the XXXXX Jurisdiction Insurance Requirements included in this solicitation document. Contractor will be required to provide Certificates of Insurance with separate endorsements naming the XXXXX Concord, its officers, officials, agents, employees, and volunteers as additional insured and to maintain such insurance for the entire length of the Contract.

Types of insurance required:

1. Workers' Compensation
2. General Public Liability and Property Damage
3. Automobile and Property Damage

All insurers **MUST** be listed by the State of California, Department of Insurance as being certificated to transact Surety insurance in the State of California. The insurer must maintain the Certificate of Authority during the entire contract period. If the Certificate is withdrawn during the project, work will be **stopped** until such time as the contractor furnishes new insurance from a Certified insurer.

11. **Business License:** The successful bidder will be required to obtain a XXXXX business license and keep it current during the period of performance on the contract resulting from this solicitation. Questions regarding business licenses may be addressed to XXXX suggest use title instead of name XXXX Mike Snow, Finance Department, 925-671-3306.
12. **Payment Terms:** Upon receipt of a correct invoice and adequate documentation, the XXXXX will issue payment within thirty (30) days. See also, Specifications, Item 5.
13. **Bid Forms:** Bid must be submitted on the forms (Submittal Section) supplied in this document. It is requested that the submittal include **two (2) complete copies**. Each copy must be labeled as "copy". All documents contained in the original bid submittal must have original signatures and must be signed by a person who is authorized to bind the bidding firm. All additional sets may contain photocopies of the original package. **XXXX This section may/should be customized for each jurisdiction. XXXX**

Please note that upon the opening of the submittals, all documents submitted in response to this solicitation document will become the property of the XXXXX, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. All propriety information, as defined by the California Public Records Act, must be enclosed in a separate folder or envelope and marked trade secret and submitted with the rest of the proposal. The XXXXX will not recognize submittals where all the information in the proposal is submitted as propriety information or a trade secret.

14. **Modifications and Withdrawal:** Bids may not be modified after submittal. Bidders may withdraw bids at any time before the bid opening, provided that a request in writing, executed by the bidder or its duly-authorized representative for the withdrawal of such bid, is file with the XXXXX prior to the time fixed for the opening of bids. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid.
15. **Submittal Deadline:** Bid must be submitted on the forms (Submittal Section) supplied in this document. It is requested that the submittal include **two (2) complete copies**. Each copy must be labeled as "copy". All documents contained in the original bid submittal must have original signatures and must be signed by a person who is authorized to bind the bidding firm. All additional sets may contain photocopies of the original package.

Bids must be submitted on the form and in the format provided. Submittals are opened publicly at the office of the XXXXX Clerk, XXXXJurisdiction Address. Interested parties are invited to attend. A tabulation of submittals will be available within a reasonable time after the bid opening. Bid results will be faxed or mailed to interested parties upon request. Request must be made to the XXXXXInsert correct information Purchasing Office at 925-671-3178 (phone) or 925-676-2290 (fax). Results will also be posted on the XXXXX's website, insert website address for documents.XXXX

Bid submittals will be received until **XXXXinsert date/timeXXXX** as determined by www.time.gov. Late submittals will **not** be accepted and returned to the bidder unopened. Telephone, telegraphic, electronic, faxed, and late bids will **not** be accepted. It is the bidder's responsibility to see that their bids have sufficient time to be received by the **XXXXX** or insert applicable information Clerk's Office**XXXXX** before the submittal deadline. Bids are to be submitted in a sealed envelope to: XXXXX Office of the XXXXX, insert address XXXXX Bidder assumes the burden of delivery. Submittals are to be submitted in a sealed envelope clearly marked:

**XXXXXXINSERT CORRECT INFORMATION "REQUEST FOR BID
XXXX
ANNUAL CONTRACT TO PROVIDE CROSSING GUARD
SERVICES DUE: XXXXXXFRIDAY, MAY 14, 2010,10:00
A.M."XXXXX**

GENERAL AND WORK CONDITIONS

The following conditions prevail:

1. **Compensation:** The Contractor agrees to receive and accept the prices shown as full compensation for furnishing all the materials and for doing all the work contemplated and embraced in the contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of all elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of work until its acceptance by the XXXXX, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner according to the requirements of the XXXXX's inspection.
2. **Indemnification:** The Contractor shall indemnify, defend and hold harmless XXXXX against and from any and all claims or suits for damages or injury arising from Contractor's performance of this agreement or from any activity, work, or thing done, permitted or suffered by Contractor in conjunction with the performance of this contract, and shall further indemnify, defend and hold harmless XXXXX against and from any and all claims or suits arising from any breach or default of any performance of any obligation of Contractor hereunder, and against and from all costs, attorney's fees, expenses and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.
3. **Laws to be Observed:** The Contractor shall keep fully informed of and shall comply with all existing and future State and National laws and all municipal ordinances and regulations of the XXXXX Concord which in any manner affect those engaged, or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.
4. **Contractor's Licensing Laws:** Attention is directed to the provisions of the California Business and Professions Code concerning the licensing of Contractors. All bidders and Contractors shall be licensed in accordance with the laws of the State of California and any bidder or Contractor not so licensed is subject to the penalties imposed by such laws.
5. **Permits or Licenses:** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. No fees will be charged for XXXXX Encroachment Permit and XXXXX Building Permits.
6. **Hours of Work:** Eight hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the XXXXX \$25 for each worker employed in the execution of the contract by the Contractor or any Subcontractor under him/her for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the Provisions of the California Labor Law. **Note: This is not a public work or prevailing wage contract.**
7. **Prevailing Wages:** Pursuant to Section 1773.2 of the Labor Code, there is on file with the XXXXX Clerk of the XXXXX a copy of the prevailing rate of per diem wages to be paid by Contractor. **Note: This is not a prevailing wage contract.**
8. **Excused for Non-Performance:** Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the XXXXX case when and to the extent that its needs for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire, explosion, war, riots, strikes, labor disputes, or governmental laws, orders or regulations.

9. **Default:** If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceeding or make an assignment for the benefit of creditors, the XXXXX shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon the XXXXX Concord shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to the XXXXX for all costs incurred by the XXXXX in completing or procuring the completion of performance in excess of the contract price herein specified. The XXXXX Concord's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance or course of dealing. Time is of the essence hereof.
10. **Taxes:** Unless otherwise provided herein or required by law, Contractor assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind now or hereafter imposed on or with respect to, or measured by the articles sold or material or work furnished hereunder on the wages, salaries or other remunerations paid to persons employed in connection with the performance of this contract; and Contractor shall indemnify and hold harmless the XXXXX from any liability and expense by reason of Contractor's failure to pay such taxes or contributions.
11. **Independent Contractor:** The Contractor is an independent contractor retained by the XXXXX to perform the work described here. All personnel employed by the Contractor, including Subcontractors and personnel of said Subcontractors approved by the XXXXX, are not and shall not be deemed to be employees of the XXXXX. The Contractor and approved Subcontractors shall comply with all State and Federal laws pertaining to employment and compensation of their employees or agents, including the provision of Workers' Compensation. The XXXXX shall not, under any circumstances, be liable to Contractor for any person or persons acting for him/her for any death, injury, or property destruction or damage received or claimed relating to or stemming from the activities undertaken pursuant to this agreement.
12. **Safety:** All equipment and materials shall comply with all Federal, State and local safety rules and regulation including OSHA.
13. **Assignment:** The XXXXX is entering into this agreement in consideration of the rendition of the services required herein by Contractor. Contractor shall not assign any of the duties, responsibilities, or obligations of this agreement to any other firm, company, entity, or individual, except with the express written consent of XXXXX. Nothing set forth in this paragraph shall preclude Contractor from assigning any of the money due and owing to it from XXXXX.

XXXXX CONCORD INSURANCE AND INDEMNIFICATION REQUIREMENTS

A. Insurance - General

All insurance policies shall bear an endorsement, or shall have attached a rider, whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the XXXXX shall be notified by registered mail not less than 30 days before expiration or cancellation is effective.

At the time of execution of the contract, the Contractor shall, at the Contractor's own expense, procure and maintain in full force and effect at all times during the prosecution of the work and for the duration of the

warranty period specified in Section SP 2-03 of these Special Provisions, Worker's Compensation Insurance, Commercial General Liability Insurance as follows: A policy covering the full liability of the contract, to any and all persons employed by him/her directly or indirectly in or upon said work, or their dependents, in accordance with the provisions of the Labor Code of the State of California relating to Worker's Compensation and Insurance.

A policy of commercial liability insurance naming the XXXXX, the XXXXX Council/Board, its servants, agents, and employees, as additional insured, against all loss from liability, contingent or otherwise, for injury to, or death of, any person or persons or damage to real or personal property, arising in or by reason of, or in connection with, the performance of the work herein contemplated and agreeing to defend against all claims, demands, actions, or legal proceedings made or brought by any person by reason of any such injury, death, or damage and to pay all judgments, interests, costs, legal and other expenses arising out of or in connection therewith. One insurance policy shall cover all risks on the work.

The policy mentioned in this section shall be issued by an insurance carrier satisfactory to said XXXXX and shall be delivered to the XXXXX at the time of delivery of such contract. In lieu of actual delivery of such policies, certificate(s) issued by the insurance carrier showing such policies to be in force for the period covered by the contract may be delivered to the XXXXX. Such policies and such certificate(s) shall be of a form approved by the City Attorney of said XXXXX. Should any policy be canceled before final completion of the work herein contemplated and the Contractor shall fail to immediately procure other insurance as herein required, then the XXXXX may procure such insurance and the cost of such insurance shall be deducted from any monies due the Contractor.

With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type of express or implied indemnity against the XXXXX, its XXXXX Council, officers, employees or agents (excluding agents who are design professionals).

B. Automobile and Liability Insurance

The Contractor shall furnish the XXXXX a policy or certificate of liability insurance in which the XXXXX, its officers, and agents, are named as an additional insured with the Contractor. Notwithstanding any inconsistent statement in the policy or any subsequent endorsement attached thereto, the XXXXX, its officers, and agents, shall be named as an additional insured covering all operations of the Contractor, whether liability is attributable to the Contractor or the XXXXX.

The Contractor shall file with the XXXXX a satisfactory "blanket coverage" policy of insurance. The policy shall insure the XXXXX, its officers, and employees, while acting within the scope of their duties, against all claims arising out of or in connection with the work. The policy shall provide the following minimum limits:

Bodily Injury & Property Damage\$2,000,000 CSL

In those situations where the XXXXX, its officers, and agents, are named additional insured with the Contractor, the insurance coverage provided by the Contractor, in accordance with these Specifications, shall be the primary coverage and no other coverage available to XXXXX shall be called upon to respond until the limits provided by the Contractor have been exhausted. Contractor shall provide XXXXX with evidence of its inclusion in Contractor's insurance, as required by the Specifications, by providing to XXXXX a Certificate of Additional Insured Endorsement (ISO Form CG 20 10 11 85).

C. Worker's Compensation Insurance

The Contractor's attention is directed to the certification required for Worker's Compensation under the provisions in Section 3700 of the Labor Code.

Before execution of the contract by the XXXXX Council, the Contractor shall file with the Engineer the following signed certification:

"I am aware of the provisions of Section 3700 of the Labor Code which required every employer to be insured against liability for Worker's Compensation or to undertake self- insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

The form attached in the bid documents shall be executed by the Contractor and submitted with the bid.

The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for, and maintaining full force and effect for the duration of the contract, complete Worker's Compensation Insurance, and shall furnish a Certificate of Insurance to the Engineer before execution of the contract. The XXXXX, its officers or employees, will not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this paragraph.

All compensation insurance policies shall bear an endorsement, or shall have attached a rider, whereby it is provided that, in the event of expiration of proposed cancellation of such policies for any reason, whatsoever, the XXXXX shall be notified by registered mail not less than 30 days before expiration or cancellation is effective.

D. Qualifications of Insurer's

All insurance companies providing coverage to Contractor shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, and shall have an A.M. Best's rating of not less than "A:VII."

NOTE: 1. An additional insured endorsement bearing the designation CG D2 52 01 03 or endorsements containing language similar to that contained in said endorsement is not acceptable by the XXXXX and will be rejected.

2. The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance. Any other insurance or self insurance maintained by the XXXXX will be excess only and shall not be called upon to contribute with this insurance. Such additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010 as published by the Insurance Services Office (ISO)."

3. The Contractor's insurance is primary. Any XXXXX insurance is to be considered excess.

SPECIFICATIONS/REQUIREMENTS

1. **Scope:** The successful vendor shall provide capable and reliable personnel to fill Crossing Guard requirements of the XXXXX Police XXX(or other) XXX Department; provide a staff member to handle the Crossing Guard program for the XXXXX.
2. **Locations:** The (insert jurisdiction) Crossing Guard locations and times for the 2010/2011 school year are as follows:

<u>Locations</u>	<u>Hours (Maximum)</u>	<u>School</u>
Larkspur & Landana	3.0 Hrs.	Monte Gardens Elementary
Treat and San Simeon	3.0 Hrs.	Woodside Elementary
Oak Grove and Chalomar	3.0 Hrs.	Ygnacio Valley Elem.
Pine Hollow & Pennsylvania	3.0 Hrs.	Highlands Elementary
Olivera and Benton	3.0 Hrs.	Holbrook Elementary
Wren Avenue and Farm Bureau	3.0 Hrs.	Wren Avenue School
Oak Grove and Smith	3.0 Hrs.	St. Francis of Assisi
Greenbush & Thornwood	3.0 Hrs.	Mt. View Elementary
Detroit Avenue & Sunshine	3.0 Hrs.	Meadow Homes School
Pine Hollow and Mardon	3.0 Hrs.	Highlands Elementary
Babel at Joan Avenue	3.0 Hrs.	El Monte Elementary
Olivera Rd at Thunderbird	3.0 Hrs.	Glenbrook Intermediate

Note: The XXXXX may change, add or eliminate locations served as requirements are evaluated. Bids are to be based on an hourly rate charge for providing Crossing Guard service. Crossing guards are needed one hour in the morning and one hour in the afternoon at most locations with start / end times based on school hours. Maximum hours listed in the specifications reference the maximum hours that can be billed at each location depending on need and hours actually expended. Except as otherwise required by Industrial Welfare Commission Order 4-2001 or other applicable law, Contractor will be paid for actual hours worked at each location. There is no allowance for "minimum hours" and any request for payment in excess of two hours per day at any location must be justified in writing to the XXXXX Concord, and approved in advance by the XXXXX Concord. The exact beginning times for each location are to be determined by the XXXXX Concord and the Mt. Diablo School District based on the schedules of the schools served.

The XXXXX reserves the right to increase or decrease the amount of any class or portion of work or to omit any portion(s) of the work as may be deemed advisable at the contract price. Price negotiations on the contract are optional if the amount of the work is different from the above estimates by 25% or greater.

3. Contract Services:

Services contracted will be as follows:

3.0 Contract Service. Provide capable and reliable personnel to fill Crossing Guard requirements as indicated above.

3.1 Management. Provide staff member to handle the Crossing Guard program for the XXXXX Concord. Each Crossing Guard hired will be able to contact the assigned staff person in case he/she cannot report for his/her assignment.

The staff member will then ensure, when a Crossing Guard is unable to report to his/her assigned location, that a backup Crossing Guard can be reached to report to the designated location at the required times agreed to with the XXXXX Concord's Police Department.

3.2 Recruiting. The bidder shall have a recruiting plan that will assure a fully qualified backup Crossing Guard to be available for each Crossing Guard position designated by the XXXXX Police (or insert other) Department.

3.3 Employee Screening. All applicants for Crossing Guard positions will be pre-screened to determine qualifications and suitability for employment. Applicants who are deemed acceptable will be fingerprinted at the Police (or other process) Police Department for a criminal history check. The cost for fingerprinting applicants is \$41.00. The Police (or other process) Department will waive the \$41.00 fingerprint live-scan fee for applicants who are applying for Crossing Guard assignments within the City limits of XXXXX. The criminal history check is conducted by the State of California. The cost is approximately \$60 per person. These costs will be paid by the vendor. Those applicants not deemed acceptable by the XXXXX Concord's Police Department will not be assigned as Crossing Guards.

3.4 Training. Bidder agrees to fully train each Crossing Guard prior to their being assigned to any duties. The XXXXX Police (or other) Department will approve the training standards. All training will include instructions on how to hold the Crossing Guard stop sign and where to stand during the time children are crossing the roadway. Crossing Guards will be instructed on the wearing of a safety vest, and the proper method required to report any and all violations of the hand-held stop sign used to control the movement of vehicular traffic on the roadway to the XXXXX Police (or other) Department.

3.5 Clothing and Equipment. The XXXXX Concord's Police Department will provide a safety vest and Crossing Guard stop sign to be used by each Crossing Guard. In addition, Rain Gear will be provided for use as needed. These items will be furnished to the contractor for the sole use of those personnel serving as Crossing Guards for Concord. The equipment shall be returned to the XXXXX Police (or other) Department at the termination of this contract.

4. **Term and Termination of Agreement.** This agreement shall commence on the first day of September, 2010 and shall expire at the end of the school year in June, 2011. The agreement provides for up to two (2) one-year extensions at the same unit prices, at the option of the XXXXX Concord.
 - 4.1 **Termination of Agreement.** Either party shall have the right at any time to terminate this agreement by giving the other party 60 days prior written notice of intention to terminate.
 - 4.2 **Excuses for Non-Performance.** See XXXXX Concord General and Work Conditions (attached).
5. **Payment and Records:** The XXXXX Concord will pay for the hourly services under this agreement in accordance with the agreed Crossing Guard locations to be worked. The XXXXX Concord will be billed the agreed hourly rate per hour for each hour worked.
 - 5.1 **Payroll Time Management and Legal Requirements.** The bidder will meet all state and federal requirements regarding payroll taxes, minimum wage, workers' compensation, and fair employment practices. The bidder specifically represents that all services under this proposal shall be available to all qualified persons regardless of age, sex, race, religion, national origin, or ethnic background.
 - 5.2 **Bi-Weekly Payment of Employees.** At the completion of each work week, bidder agrees to be responsible for time card preparation and review in order that each worker will receive their payroll check bi-weekly. Bidder will handle all payroll responsibilities.
6. **Hourly Rate:** Bid submitted to the XXXXX shall stipulate hourly rate bidder agrees to charge the XXXXX Concord. All costs, including all applicable taxes, shall be including in the hourly rate bid.
7. **Equal Opportunity Clause of Executive Order:** The successful bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
8. **References:** As part of the submittal, a minimum of two references are required. Each reference must be current, having been a client over the last two years, and of similar scope. Each reference must include the name of the company or organization, the name of a contact person, the address, telephone number, and fax number. The XXXXX reserves the right to contact these references as part of the evaluation.

SAMPLE CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2010, between _____, (hereinafter referred to as "CONTRACTOR") and the XXXXX Concord, a municipal corporation, (hereinafter referred to as "XXXXX").

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by XXXXX, the Contractor agrees with the XXXXX, at its own cost and expense, to do all the work and furnish all the equipment, personnel and materials necessary to provide in a good and substantial manner and to the satisfaction of the XXXXX the following work: provide _____, in accordance with the XXXXX Concord Request for Bid (RFB No. _____) and the submittal dated _____, 2010 which are hereby specially referred to and by such reference made a part hereof.

The work to be done is shown in RFB No. _____ provided Contractor in connection with the work to be performed hereunder, which RFB No. _____ are hereby made a part of this contract.

2. The Contractor agrees to receive and accept _____ as full compensation for furnishing all equipment, personnel and materials and for doing all the work contemplated and embraced in this agreement.

3. The XXXXX hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide the equipment, and personnel and materials and to do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions as provided; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

4. It is further expressly agreed by and between the parties that should there be any conflict between the terms of this instrument and the bid or proposals of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

5. Time is of the essence to the terms of this contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract on the day and year first above written.

CONTRACTOR

XXXXX CONCORD, a municipal corporation

Signature

By: City Manager or Correct Title

Print or type name

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

XXXXXX ANNUAL CONTRACT TO PROVIDE CROSSING GUARD SERVICES
BID SUBMITTAL

INSERT JURISDICTION PROCEDURE AS NECESSARY

TO THE XXXXX COUNCIL OF THE XXXXX:

In compliance with the notice inviting sealed bids, the undersigned hereby proposes to furnish all necessary tools and equipment, materials, labor, and supervision (including cost of Workers' Compensation Insurance and all payroll taxes on such labor) to complete CROSSING GUARD SERVICES, in accordance with the Specifications and XXXXX Concord General and Work Conditions therefore, and further agrees to enter into a Contract therefore, at the prices listed in the accompanying proposal. Prices are F.O.B. Concord, California. All prices and fees, including all applicable sales taxes, are included.

1. **CROSSING GUARD SERVICES in accordance with the requirements of this solicitation document:**

	<u>Hourly Rate</u>	<u>Total</u>
TOTAL HOURS: 6,480	\$ _____	\$ _____

The total numbers of hours listed above is an estimate only for comparison of bids. The XXXXX Concord shall pay only for actual hours worked at the above unit price, as more fully described in "Specifications/Requirements", Item 2 (Page 8).

2. **Addenda Acknowledgement: The undersigned acknowledges the receipt of the following addenda (if any) to the bid document.**

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____

3. **Firm Information: If the bidder is an individual, so state, if a firm or co-partnership, state the firm name and give the name of all individual co-partners composing the firm. If a corporation, state legal name of corporation, and provide names of president, secretary, treasurer and manager thereof.**

Name of Bidder: _____

4. **Subcontractors:** In conformance with "Instructions to Bidders, Item 2.0, Subcontractors" of this solicitation document all persons submitting bids shall list the name and location of place of business of each subcontractors regardless of the character of the work. (Attach additional page(s), if necessary.)

Name	Address	Work to be Performed
1	_____	_____
2	_____	_____
3	_____	_____

5. **References:** In accordance with "Specifications, Item 8. References" provide a minimum of two references.

6. **Local Vendor Preference:** Provide Concord Business License number if claiming Local Vendor Preference as described in Policy and Procedure No. 142.

SUBMITTED BY: _____

COMPANY NAME: _____

ADDRESS (Not a P.O. Box): _____

JURISDICTION: _____ **STATE, ZIP CODE:** _____

PHONE NO: _____ **FAX NO.:** _____

YOUR NAME & TITLE: _____

YOUR SIGNATURE: _____ **DATE:** _____