The City of Coronado, California, issues a Request for Proposals (RFP) to perform the following services:

**School Crossing Guard Services**

The project consists of Crossing Guard assistance for students and other pedestrians at designated locations throughout Coronado during the instructional days of the school year. Project parameters and locations of service are outlined within the RFP.

The City will accept only proposals from qualified vendors.

To be considered for selection, all sealed proposals must be received by the City Clerk at City Hall, 1825 Strand Way, Coronado, California 92118 **PRIOR TO the public proposal opening day, time, and address below. One (1) original and three (3) copies of the proposal are required.**

**MONDAY, MAY 20, PRIOR TO 3:00 P.M.**

The City of Coronado complies with the Americans with Disabilities Act. If you require reasonable accommodations for the proposal opening, contact the Department of Public Services (619) 522-7380 at least 48 hours in advance.

The proposal documents include: 1) Notice Inviting Proposals; 2) Request for Proposals, 3) Attachments A-Submittal Packet, B-RFP Terms and Conditions, and Attachment C-DRAFT Agreement. Copies of the proposal documents are available on the City’s webpage (link below). It is the responsibility of the proposer to regularly check this webpage for any future proposal addenda or updates.

[https://www.coronado.ca.us/government/departments_divisions/public_services_and_engineering/public_bids__r_f_ps__and_r_f_Qs/](https://www.coronado.ca.us/government/departments_divisions/public_services_and_engineering/public_bids__r_f_ps__and_r_f_Qs/)

Hard copies of the proposal documents may be picked up at the Department of Public Services, 101 B Avenue, Coronado, California 92118.

If you have questions regarding this Notice Inviting Proposals, contact Denise Johnson at 619.522.7380 or procurement@coronado.ca.us
CITY OF CORONADO

Request for Proposal

for

SCHOOL CROSSING GUARD SERVICES

APRIL 22, 2019
I. Introduction

The City of Coronado (City) is requesting Proposals from qualified organizations (hereinafter referred to as “Proposer”) to provide School Crossing Guard Services throughout Coronado. The awarded Contractor (hereinafter referred to as “Contractor”) will provide the scope of services outlined within this RFP, in accordance with the general and specific provisions outlined in the sample Services Agreement and Attachment B terms, conditions. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Draft Service Agreement and any solicitation attachments / exhibits.

II. Background

The City is a general law city with a population of about 25,000, and measures 7.4 square miles. Coronado is an international tourist destination and is home to seven military institutions, so daily attendance on the island is sometimes as high as 200,000, with very heavy traffic flows. The City seeks School Crossing Guard Services to ensure public safety for students and pedestrians.

III. Scope of Services

The Contractor shall select, screen (background checks must follow Livescan protocols), hire, train, schedule and supervise crossing guards and reliefs for the crossing guard services schedule identified in Section IV. Schedules. Guards will be assigned to the identified locations and for hours as specified in Section IV for all instructional school days of the school year (180 student days). The crossing guards and their reliefs shall be employees of the vendor. Crossing guards will assist students and other pedestrians to cross the streets at their assigned intersection. Crossing guards will use a standard sized, hand held STOP sign to direct traffic. Said sign shall be supplied by the Contractor, and maintained in a clearly visible, and fully functional condition. Crossing guards shall wear attire that clearly identifies them as a school crossing guard, as well as Police Department approved reflective vests. The Contractor is to supply any prescribed uniform and reflective vest to the crossing guards.

IV. Schedule

The Proposer’s submittal shall include a description of the Firm’s staffing capacity that can provide the level of services identified below. The fee proposal (located in Submittal Packet, Attachment A, Page 9) shall include costs related to provision of services at identified frequency below.
### CROSSING GUARD LOCATIONS AND SCHEDULE

<table>
<thead>
<tr>
<th>Location</th>
<th>Number of Guards</th>
<th>Time Frame</th>
<th>Days of Week</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>6th &amp; F Ave.</td>
<td>1</td>
<td>0745-1515</td>
<td>Mon, Tues, Thurs, Fri</td>
<td>0.50</td>
</tr>
<tr>
<td>6th &amp; F Ave.</td>
<td>1</td>
<td>0745-1345</td>
<td>Wednesday</td>
<td>6.00</td>
</tr>
<tr>
<td>7th &amp; Orange Ave.</td>
<td>2</td>
<td>0730-0815</td>
<td>Mon, Tue, Wed, Thurs, Fri</td>
<td>0.75</td>
</tr>
<tr>
<td>7th &amp; Orange Ave.</td>
<td>2</td>
<td>1420-1520</td>
<td>Mon, Tues, Thurs, Fri</td>
<td>1.00</td>
</tr>
<tr>
<td>7th &amp; Orange Ave.</td>
<td>2</td>
<td>1305-1410</td>
<td>Wednesday</td>
<td>1.08</td>
</tr>
<tr>
<td>3rd &amp; F Ave.</td>
<td>1</td>
<td>0730-0815</td>
<td>Mon, Tue, Wed, Thurs, Fri</td>
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</tr>
<tr>
<td>3rd &amp; F Ave.</td>
<td>1</td>
<td>1420-1520</td>
<td>Mon, Tues, Thurs, Fri</td>
<td>1.00</td>
</tr>
<tr>
<td>3rd &amp; F Ave.</td>
<td>1</td>
<td>1305-1410</td>
<td>Wed</td>
<td>1.08</td>
</tr>
<tr>
<td>4th &amp; F Ave.</td>
<td>1</td>
<td>0730-0815</td>
<td>Mon, Tue, Wed, Thurs, Fri</td>
<td>0.75</td>
</tr>
<tr>
<td>4th &amp; F Ave.</td>
<td>1</td>
<td>1420-1520</td>
<td>Mon, Tues, Thurs, Fri</td>
<td>1.00</td>
</tr>
<tr>
<td>4th &amp; F Ave.</td>
<td>1</td>
<td>1305-1410</td>
<td>Wednesday</td>
<td>1.08</td>
</tr>
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</table>

### V. Submittals

Four (4) copies of the RFP must be received by 3:00 p.m. on Monday, May 20, 2019. Late or faxed submittals will not be accepted. Submittals will be limited to 20 pages. Submit completed Proposals to:

City of Coronado  
Public Services & Engineering Department  
1825 Strand Way  
Coronado, California 92118  
ATTN: Denise Johnson

For questions or additional information, please contact:

Denise Johnson  
Senior Management Analyst  
Phone: (619) 522-7380  
Fax: (619) 435-4479  
E-mail: procurement@coronado.ca.us

### VI. INSTRUCTIONS TO PROPOSERS

A. **RFP Timeline:**
   - Issue RFP: 4/22/2019  
   - Clarifications Published: 5/15/2019  
   - Proposals Due: 5/20/2019
B. PROPOSAL FORMAT
The following proposal format is required and has been designed to facilitate comparison among the various proposing organizations. Among other things, it is very important that the proposal provides a concise description of the firm’s background and capabilities in providing similar services. Responses are limited to 10 pages (excluding the submittal packet - Attachment A).

1) Cover Letter – Introduction. (including a completed “Submittal Packet” – Attachment A to this RFP). Introduce your company and summarize your proposal. Please include the name of a contact person and/or authorized representative in your company.

2) Qualifications and Past Experiences. This relates to the vendor’s qualifications and capacity to perform the scope of services. Please include description of vendor’s capacity to perform the scope of services.

3) Staffing Capacity, Screening and Training Approach. This relates to the vendor’s employment practices related to the retention of qualified employees as well as their training and capacity to provide supervision and staffing coverage relief.

4) Cost Projection. Identify the proposed cost of service. A separate cost specification shall be provided for each major scope item.

5) References. Provide a list, including a minimum of three references, that the City can contact to evaluate the firm’s past work experience (Attachment A of this RFP includes a format for reference contact information that can be used to fulfill this requirement).

SELECTION PROCESS AND EVALUATION CRITERIA
The method by which the City will select a successful proposer for this RFP is as follows:

Each submittal shall be judged as to the vendor’s capabilities and experience to perform general civil engineering services. Selection will be based upon a 100-point criteria as follows:
(35) Capabilities, Experience and Past Performance: Each vendor will be evaluated on their demonstrated capabilities and experience to provide the scope of services.

(50) Staffing Capacity, Employment Screening and Training Approach: Each vendor will be evaluated on the quality and viability of their proposed approach and their ability to meet the scope of services and overall goals of the project.

(15) Cost of Service: Each vendor will be evaluated based upon the quantity of the proposed cost of service and the quality of service they provide.

An evaluation committee will review and rank the submittals based upon the criteria noted above. The top-rated vendors may be invited to an interview to discuss key items of their Proposal. Based upon the submittals and interviews, a vendor will be selected for a Services Contract. Should the City and selected vendor be unable to agree on contract terms, the award of the contract will be offered to the second ranking vendor, and so forth, as necessary.

Contract Duration: The vendor selected will serve as the City’s Crossing Guard Services provider for a period of three years, with the option of two (2) one-year renewal terms, if vendor performance is satisfactory and the contract extension is mutually agreed upon. The City reserves the right to terminate the contract when it is determined that it is in the best interest of the City.

Interpretation or correction prior to proposal opening:
- Any request for interpretation or correction of the Request for Proposals documents must be submitted prior to the opening of proposals to the Department of Public Services & Engineering, by email to procurement@coronado.ca.us by May 13, 2019.
- Any interpretation or correction rendered by the contract officer of the request for proposal documents shall be made available on the City’s website by May 15, 2019.

Time and place to open proposals:

1) To be considered, a SEALED PROPOSAL must be received at the City Clerk’s Office, 1825 Strand Way, Coronado, California, 92118, PRIOR TO 3:00 P.M., MONDAY, MAY 20, 2019. Proposals will be opened on that same day, location and time as above.

2) Any proposal received by the City Clerk’s Office, after the time specified herein, shall be returned unopened to the proposer.

3) The proposer shall be bound to the terms of the proposal for a period of sixty (60) days following the opening of the RFP until an agreement/purchase order is developed.

Opening and preliminary review of proposals:
1) Upon the opening of the proposals, all proposals shall be reviewed by City staff and evaluated based upon the criteria in the proposal.

2) Proposal will be reviewed for completeness and responsiveness.

Police Services Staff will review evaluation results and if necessary, will interview Proposers prior to making a final determination. An oral interview may be required after the proposals have been evaluated. However, the City reserves the right to award the Agreement for services based on the initial proposal received, without interviews.

After selection of the company to provide the services, the City will negotiate final contract terms. Upon agreement of the final terms, the City Manager will award the Services Contract.

**AWARD OF AGREEMENT**

The Successful Proposer will be required to enter into a Crossing Guard Services Agreement ("Contract") with the City which includes the Terms and Conditions set forth in **Attachment C: Draft Service Agreement**.

Prior to final execution of the Agreement, the Successful Proposer will first be required to provide insurance certificates. All insurance documentation shall comply with the Terms as set forth in the attached Draft Agreement and shall be reviewed for compliance and accepted or rejected by the Contract Officer. In the event of rejection, the Successful Proposer shall be required to obtain such insurance coverage as required in the Agreement, and approved by the Contract Officer **prior to** entering into the Agreement.

**CONTRACT TERM**

The Services to be performed under the Agreement shall begin upon contract execution for a **three (3) year term, with two (2) one-year options to renew**, upon mutual consent.

**INFORMATION AND INQUIRIES**

All requests for additional information or inquiries related to this proposal shall be directed to the Department of Public Services & Engineering (619) 522-7380 and/or **procurement@coronado.ca.us**.
## SUBMITTAL PACKET
### COVER SHEET

City of Coronado  
**RFP for School Crossing Guard Services**

| Name of Firm: | ____________________________________________ |
| Mailing Address: | ____________________________________________ |
| Contact Person: | ____________________________________________ |
| Telephone: | __________________________ Fax __________________________ |

**Firm is a:**
- Joint Venture ( )
- California Corporation ( )
- Partnership ( )
- Sole Proprietorship ( )
- Other ( )

**Firm’s Federal Tax ID Number:** _________________

**Firm’s or Individual’s Professional Registration Number:** _________________

_________________________  ______________________  _______________________
Signature of Authorized Representative          Date          

_________________________
Typed Name of Authorized Representative

_________________________  ______________________  _______________________
Signature of Authorized Representative          Date          

_________________________
Typed Name of Authorized Representative
In compliance with the REQUEST FOR PROPOSALS, the Proposer hereby agrees to furnish all labor, materials, equipment and supervision to perform the proposed services that are described in the below listed enclosures; and to do so in strict accordance with the provisions of this AGREEMENT.

**PRICE QUOTES**

II. BASE BID: Includes those items upon which the contract award will be determined.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>PER HOUR COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor, Hourly Rate <strong>During</strong> Regular Working Hours</td>
<td>$</td>
</tr>
<tr>
<td>Labor, Hourly Rate <strong>After</strong> Regular Working Hours</td>
<td>$</td>
</tr>
</tbody>
</table>

III. LABOR PRICING: Please provide per hour labor pricing for the following activities:

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>PER HOUR COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor, Hourly Rate <strong>During</strong> Regular Working Hours</td>
<td>$</td>
</tr>
<tr>
<td>Labor, Hourly Rate <strong>After</strong> Regular Working Hours</td>
<td>$</td>
</tr>
</tbody>
</table>
References

Provide at least three references with telephone numbers:

Reference: #1
__________________________ Phone Number

Representing
__________________________

Project Title:

Description: _____________________________________________________________

Reference: #2
__________________________ Phone Number

Representing
__________________________

Project Title:

Description: _____________________________________________________________

Reference: #3
__________________________ Phone Number
Attachment B
REQUEST FOR PROPOSAL TERMS AND CONDITIONS

1. Right to Reject Proposals:
   a. The City retains the right to reject any and all proposals, to waive any specifications
      (both City’s and written proposed specifications from proposing parties) and any
      informality or irregularity, and to sit and act as sole judge of the merit and qualifications
      of each product/service offered. Proposing party’s past performance and the City’s
      assurance that each proposing party would provide the requirements of the scope of
      work/specifications as proposed will be taken into consideration when proposals are
      being evaluated. The City reserves the right to reject any proposals that have the
      potential for conflict of interest.
   b. Proposing parties agree to honor said proposal for a period of ONE HUNDRED
      EIGHTY (180) DAYS from proposal closing date. Acceptance of the proposing party's
      proposal by the City, during the period that the proposals shall remain valid, shall bind
      the proposing party to perform the Services in compliance with the terms set forth
      herein for the period stated in the proposal.
   c. Failure to provide all information required in this RFP may result in the proposal being
      rejected as incomplete and non-responsive. All prices, terms, availability and any other
      conditions must be complete and in written form.
   d. This RFP does not commit the City to award a contract or to pay any costs incurred in
      the preparation of a proposal in response to this request. At this time, there is no
      commitment on the part of the City to award a contract for Services. The City will
      retain all proposals submitted in response to this request.

2. Proposal Evaluation:
   a. All proposals received shall be evaluated with the emphasis placed on the proposing
      party's ability to meet the City's requirements, the responsiveness of the proposals and
      the evaluation criteria outlined in the RFP. Other factors such as ability to meet
      deadlines, quality of work performed in the past and general competence of the
      proposing party shall be carefully scrutinized. Cost will be evaluated in relation to the
      other qualified proposing parties. The City need not select the lowest cost proposal,
      but may choose according to what is in the best interest of the City.
   b. It should be noted that this is a competitive sealed proposal and not a competitive sealed
      bid. When proposals are opened, prices and other proposal information will not be
      made public until the proposal is awarded. There shall be no disclosure of any
      proposing party's information to competing proposing parties prior to the awarding of
      the Contract. At that time, the executed contract will become public information.
      Accordingly, each proposal should be submitted on the contractor's most favorable
      terms from a price and technical standpoint.

3. Default:
   a. If the proposing party to whom the award is made fails to enter into a contract as herein
      provided, the award will be annulled and an award may be made to the next responsible
proposing party, and such proposing party shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made. The notice inviting proposals, special provisions and specifications shall be considered as incorporated in the contract.

b. Upon award of Contract, the following default clause shall apply: In case of default by the proposing party, the City may procure the item(s) proposed from other sources and may deduct from proposing party any monies due, or that may after become due to the proposing party, the difference between the price named in the proposal and/or purchase order and actual cost thereof to the City. Price paid by the City shall be considered the prevailing market price at the time such purchase is made.

4. **Sales Tax:** The City pays State of California sales tax. The City is exempt from Federal excise tax and shall furnish such tax exemption certificates as may be required.

5. **Work Performance:**
   a. All work shall be completed in a competent manner according to standard practices of the industry. All persons engaged in the work, including sub-contractors, will be considered as employees of the contractor. The contractor will be held responsible for their work. The City will deal directly with, and make all payments to, the prime contractor.
   b. The subcontracting of any or all of the work to be done will in no way relieve the contractor of any part of responsibilities under the Contract.
   c. Periods of performance may be extended if the facts, as to the cause of delay, justify such extension in the opinion of the Director.

6. **Licenses.** The contractor's personnel shall furnish to the City a copy of their appropriate classed valid California Driver’s License upon request by the City.

7. **Signing Agreements.** The City does not sign rental, lease or other agreements that may be requested by the successful proposing party. The City Professional Services Agreement is the contract document incorporating the specifications and terms and conditions of this RFP.

8. **Billings and Compensation:** Billings shall be submitted monthly, indicating locations and monthly rates, and shall be verified by the City Utilities Supervisor or authorized representative. Payment for work shall be as agreed upon by the City and the contractor. In the event of disputes, the disputed invoice shall be submitted to the Director for review and decision. The determination of the Director shall be final.

9. **Standards of Performance:** Services shall be performed under the Contract in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. The contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. The contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, the contractor represents that it, its employees and subcontractors, have all licenses, permits,
qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, the contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the contractor's failure to comply with the standard of care provided for herein.

The selected contractor must also equip each employee performing services under this contract with a cell phone to allow the employee to effectively communicate with their base of operation and City staff.

10. **Recyclables:** Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the Contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling. Contractor shall submit a Construction & Demolition Recycling Plan Summary Report to the City annually. Weight tickets and written documentation of diversion must be attached to the Report. Final payment requests to the City will not be processed without recycling documentation.

11. **Personnel:** The contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, to the satisfaction of the City or authorized representative, all work required under the Contract.

All contractual personnel shall be physically able to do their assigned work. The contractor and its employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible disruption to the public. The City or authorized representative may require the contractor to promptly remove from the work site any employee deemed careless, uncooperative, incompetent, a threat to the adequate or timely completion of Services, a threat to the safety of persons of property, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City. Such an employee shall not be re-employed to perform any of the Services.

The contractor shall have competent employees on the job who are capable of discussing, with the City or authorized representatives, matters pertaining to this Contract. Adequate and competent supervision shall be provided for all work done by the contractor’s employees to ensure accomplishment of high quality work, which will be acceptable to the City or authorized representative.

All personnel shall be required to wear a uniform as deemed appropriate by the City or authorized representative. Each employee shall be required to carry, on his person, an identification card identifying employee as an employee of the contractor. All personnel changes or substitutes need to be reported to the City Utilities Supervisor prior to work shift.
12. **Assignment**: The contractor shall not assign, sublet or lease any part or portion of this Contract without the prior written approval of the City.

13. **Confidentiality**: The California Public Records Act (CA Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time a contract has been awarded.

If the Proposer believes any communication contains trade secrets or other proprietary information the Proposer believes would cause substantial injury to the Proposer’s competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by making each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal nor designate its Cost Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure certain information identified as confidential, and the City complies with the Proposer’s request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney’s fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release information sought without any liability to the City.
AGREEMENT
FOR SCHOOL CROSSING GUARD SERVICES FOR
CITY OF CORONADO

THIS AGREEMENT is made and entered by and between the CITY OF CORONADO, a municipal corporation, hereinafter referred to as “CITY,” and xxxx hereinafter referred to as “CONTRACTOR.”

RECITALS

The CITY requires the services of an outside independent contractor, with a state license, to provide all labor, materials and supervision required to provide school crossing guard services at various intersections in Coronado, California. These required services are described in detail in ATTACHMENT A: Scope of Services.

CONTRACTOR warrants and represents itself as possessing the necessary experience, skills and qualifications to provide the services required by CITY and to ensure that all work is performed in a professional manner and the final product is of a high quality.

CONTRACTOR warrants and represents that it has the necessary staff to deliver the services within the time frame herein specified and is fully qualified to perform those services within the specified time frame in accordance with the highest standards of CONTRACTOR’S profession;

The City Manager shall serve as CITY’S “Contract Officer” for this contract and has the authority to direct the CONTRACTOR, approve actions, request changes, and approve additional services. Any obligation of the CITY shall be the responsibility of the Contract Officer.

The Chief of Police, or designee, shall serve as CITY’S “Project Coordinator” for this contract.

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, CITY and CONTRACTOR (individually “Party” and collectively “Parties”) agree as follows:

1.0 TERMS OF AGREEMENT

1.1 This AGREEMENT shall be effective on and from the day, month and year of the execution of this document by the Parties. This AGREEMENT shall be in effect for a term of one year beginning July 1, 2019, during which time the CONTRACTOR shall commence and complete all of the services required pursuant to this AGREEMENT commencing August 22, 2019, pursuant to Section 1.3 herein.
1.2 This AGREEMENT is a firm, fixed-price contract for all labor and materials including, but not limited to, school crossing guard services. All tasks to be performed are to be completed, or this AGREEMENT is otherwise terminated. Prices shall remain firm upon execution of this AGREEMENT.

1.3 CONTRACTOR shall commence work under this AGREEMENT within the time period specified in Section 1.1. The work shall be completed per agreed upon schedule. Time is of the essence in the performance of all obligations under this AGREEMENT, and all timing requirements shall be strictly adhered to unless otherwise modified in writing by the CITY. Failure to meet the schedule contained in this AGREEMENT is a default by the CONTRACTOR.

1.4 CONTRACTOR shall, without additional compensation, correct or revise any services performed pursuant to this AGREEMENT that do not meet the specifications and/or professional standards required of the CONTRACTOR.

2.0 SCOPE OF SERVICES (ATTACHMENT A)

2.1 CONTRACTOR shall provide CITY with the services and documents described in ATTACHMENT A, which is attached hereto and incorporated herein by this reference as though fully set forth at length and is hereinafter referred to as the “SERVICES.”

2.2 The general manner in which the CONTRACTOR shall render the SERVICES is set forth in ATTACHMENT A. While CITY is, in general, concerned with the manner in which the SERVICES are rendered, under this AGREEMENT, as represented by CONTRACTOR, it is not concerned with, nor shall it direct, the specific means and methods of operations on the part of CONTRACTOR in the performance of its SERVICES under this AGREEMENT. CONTRACTOR shall provide all labor, materials, equipment, tools and services required by and shall perform all work described in this AGREEMENT.

3.0 FEE SCHEDULE/GENERAL INFORMATION (ATTACHMENTS B &F)

3.1 CONTRACTOR is hired to render the SERVICES and any payments made to CONTRACTOR are compensation, fully, for such services.

3.2 Payment to CONTRACTOR to render the SERVICES is set forth in ATTACHMENT B, which is attached hereto and incorporated herein by this reference as though fully set forth at length.

3.3 CONTRACTOR shall comply with all applicable Federal, State and local laws pertaining to the subject matter hereof or in any way regulating the activities undertaken by CONTRACTOR or any subcontractor hereunder.

3.4 CONTRACTOR acknowledges that this is a public works contract. CONTRACTOR represents and warrants that it is familiar with the requirements of the California Labor Code and
agrees to comply at all times with relevant statutes and regulations, including, but not limited to, the fact that CONTRACTOR must pay not less than prevailing wage rates as determined by the Director of Industrial Relations for all work done under this AGREEMENT. State of California prevailing wage rates can be found on the internet at http://www.dir.ca.gov/DLSR/PWD/Statewide.html. CONTRACTOR is responsible for determining the correct title for job classifications and determining the appropriate wage rate. CONTRACTOR agrees to perform this AGREEMENT in accordance with ATTACHMENT F and all the obligations set forth therein.

4.0 CHANGES TO SCOPE OF WORK

CONTRACTOR shall not perform work in excess of the SERVICES without the prior written approval of the Contract Officer. All requests for extra work shall be by written change order submitted to the Contract Officer prior to the commencement of such work.

6.0 ENTIRE AGREEMENT

6.1 This AGREEMENT sets forth the entire understanding of the Parties with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the Parties, their officers, officials, agents, representatives, contractors, subcontractors or employees shall be valid unless agreed to in writing by both Parties.

7.0 TERMINATION OF AGREEMENT

7.1 In the event of CONTRACTOR’S failure to prosecute, deliver, or perform the SERVICES, CITY may terminate this AGREEMENT immediately by notifying CONTRACTOR by certified mail of said termination. Thereupon, CONTRACTOR shall cease work and within [two (2)] working days: (1) place all work in progress in a safe and protected condition. The City Manager of CITY shall make a determination of the percentage of work that CONTRACTOR performed that is usable and of worth to CITY. Based upon that finding, CITY shall determine any final payment due to CONTRACTOR.

8.0 LIQUIDATED DAMAGES/FORCE MAJEURE

8.1 If CONTRACTOR fails to complete the work under this AGREEMENT within the CONTRACT TIME, CONTRACTOR shall pay to the CITY, as liquidated damages and not as a penalty, the sum of Two-hundred Fifty Dollars ($250) for each calendar day after the expiration of the CONTRACT TIME. The CITY and CONTRACTOR agree that in the event the work is not completed within the CONTRACT TIME, the City’s damages would be extremely difficult or impracticable to determine and, therefore, the CITY and CONTRACTOR agree that the amount stated herein is a reasonable estimate of the amount of such damages. The CITY may deduct any liquidated damages owed to the CITY, as determined by the CITY, from any payments otherwise payable to CONTRACTOR under this AGREEMENT. Nothing herein shall limit the CITY’s rights or remedies against CONTRACTOR for any default other than failure to
complete the work within the CONTRACT TIME. This provision for liquidated damages shall not be applicable nor act as a limitation upon the CITY if CONTRACTOR abandons the work. In such event, CONTRACTOR shall be liable for all losses incurred.

8.2 CONTRACTOR shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the CONTRACT TIME caused by any act of God, war, civil disorder, labor dispute or other cause beyond its reasonable control, provided that the CONTRACTOR gives written notice of the cause of the delay to CITY within [two] [2] calendar days of the start of the delay, and contingent upon CONTRACTOR resuming work immediately once the stated cause has been removed.

9.0 COVENANT AGAINST CONTINGENT FEES

9.1 CONTRACTOR represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONTRACTOR, to solicit or secure this AGREEMENT, and that CONTRACTOR has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this AGREEMENT. For breach or violation of this representation and warranty, CITY shall have the right to terminate this AGREEMENT without liability or, at CITY’S sole discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

10.0 STATUS OF CONTRACTOR

10.1 CONTRACTOR shall perform the SERVICES in a manner of CONTRACTOR’S own choice, as an independent CONTRACTOR and in pursuit of CONTRACTOR’S independent calling, and not as an employee of CITY. CONTRACTOR shall be under control of CITY only as to the result to be accomplished and the personnel assigned to the project. However, CONTRACTOR shall confer with CITY prior to implementing any changes proposed to the SERVICES. Neither CONTRACTOR nor CONTRACTOR’S employees shall be entitled in any manner to any employment benefits, including but not limited to, employer paid payroll taxes, Social Security, retirement benefits, health benefits, or any other benefits, as a result of this AGREEMENT. It is the intent of the Parties that neither CONTRACTOR nor its employees are to be considered employees of CITY, whether “common law” or otherwise, and CONTRACTOR shall indemnify, defend and hold CITY harmless from any such obligations on the part of its officers, employees, representatives and agents.

11.0 ASSIGNMENT OF CONTRACT

11.1 This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONTRACTOR’s duties be delegated or sub-contracted, without the express written consent of the CITY.

12.0 HOLD HARMLESS
12.1 To the fullest extent permitted by law, CONTRACTOR agrees that CITY and its elected and appointed boards, officials, officers, agents, employees, representatives and volunteers (individually and collectively, "CITY Indemnitees") shall have no liability to CONTRACTOR or any other person for, and CONTRACTOR shall indemnify, defend and hold harmless CITY Indemnitees from and against, any and all liabilities, claims, demands, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses, including reasonable attorneys' fees and disbursements, (collectively "Claims") that arise out of, pertain to, or relate to any act or omission of CONTRACTOR or its officers, directors, representatives, employees, agents or subcontractors in connection with this AGREEMENT, including, but not limited to, performance of the SERVICES.

12.2 CONTRACTOR’s obligation herein does not extend to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected and appointed boards, officials, officers, agents, employees, representatives or volunteers.

12.3 CONTRACTOR shall provide a defense (with counsel acceptable to CITY) to the CITY’s Indemnitees, or at the CITY’s sole option, reimburse the CITY’s Indemnitees for all costs, attorneys’ fees, expenses and liabilities (including judgment or portion thereof) incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the CITY pursuant to this AGREEMENT.

12.4 These provisions shall not be limited by any provision of insurance coverage that the CONTRACTOR may have in effect, or may be required to obtain and maintain, during the term of this AGREEMENT. These provisions shall survive expiration or termination of this AGREEMENT.

12.5 City shall timely notify the CONTRACTOR of the receipt of any third-party claim, relating to the AGREEMENT, and the City shall be entitled to recover its reasonable costs incurred in providing the notification.

12.6 Responsibility For Equipment. [DELETE IF NO CITY EQUIPMENT WILL BE USED.] Notwithstanding anything in this AGREEMENT to the contrary, CITY shall not be responsible nor held liable for any damage whatsoever, including, but not limited to persons or property, resulting from or arising out of the use, misuse or failure of any equipment used by CONTRACTOR or any of its agents, employees or subcontractors, even if such equipment has been furnished, rented or loaned to CONTRACTOR by CITY. Any and all equipment furnished, rented or loaned to CONTRACTOR by CITY is provided on an “as is” basis. CITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS EQUIPMENT, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The acceptance or use of any CITY equipment by CONTRACTOR or its agents, employees, or subcontractors shall be with all faults and shall be construed to mean that CONTRACTOR accepts full responsibility for and agrees to defend, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse or failure of such equipment.
CONTRACTOR HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE CITY FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS RELATING TO ANY CITY EQUIPMENT.

13.0 INSURANCE

13.1 CONTRACTOR shall obtain, and during the term of this AGREEMENT shall maintain, policies of general liability, automobile liability, contractual liability and property damage insurance from an insurance company or companies authorized to be in business in the State of California, in an insurable amount of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate. The insurance policies shall provide that the policies shall remain in full force during the full term of this AGREEMENT and shall not be canceled, terminated, or allowed to expire or not be renewed without thirty (30) days prior written notice to CITY from the insurance company, and shall contain a blanket waiver of subrogation.

13.2 The CITY and its officers, officials, employees, agents, representatives and volunteers shall be named as additional insureds on the required liability policies. All policies shall contain a provision stating that the CONTRACTOR’S policies are primary insurance and that insurance (including self-retention) of the CITY or any named insured shall not be called upon to contribute to any loss. This provision shall apply regardless of any language of the policy maintained by the CONTRACTOR during the term of this AGREEMENT.

13.3 Before CONTRACTOR shall employ any person or persons in the performance of the AGREEMENT, CONTRACTOR shall procure a policy of Workers' Compensation Insurance as required by the Labor Code of the State of California or shall obtain a certificate of self-insurance from the Department of Industrial Relations.

13.4 Prior to commencement of work under this AGREEMENT, CONTRACTOR shall furnish to the Contract Officer proof of the insurance required in this section. Failure by the Contract Officer to object to the contents of the certificate and/or policy endorsement or the absence of same shall not be deemed a waiver of any and all rights held by the CITY. Failure on the part of CONTRACTOR to procure or maintain in full force the required insurance shall constitute a material breach of contract under which the CITY may exercise any rights it has in law or equity including, but not limited to, terminating this AGREEMENT pursuant to Paragraph 7.1 above.

13.5 CONTRACTOR hereby grants to CITY a waiver of any right to subrogation that any insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the CITY has requested or received a waiver of subrogation endorsement from the insurer.

14.0 DISPUTES

If a dispute should arise regarding the performance of this AGREEMENT, the following procedures shall be used:
14.1 The complaining Party shall reduce its position to writing along with a recommended method for resolving the dispute and shall forward a copy of the dispute document to the other Party.

14.2 Within [five (5)] working days of receipt of the dispute document, the other Party shall reply to the dispute document with a written response that sets forth that Party's position and a recommended method of resolving the dispute.

14.3 The Contract Officer shall represent CITY in this process.

14.4 If the dispute is not resolved, the aggrieved Party shall send to CITY’S City Manager a copy of the dispute document and the response. Within five (5) working days of receiving the dispute document and the response, the City Manager shall propose a resolution.

14.5 If the dispute remains unresolved and the Parties have exhausted the procedures of this section, the Parties may then seek remedies available to them at law or in equity.

15.0 NOTICES

15.1 Any notices to be given under this AGREEMENT, or otherwise, shall be served by certified mail.

15.2 For the purposes hereof, unless otherwise provided in writing by the Parties hereto, the address of the Parties and the proper person to receive any notice on each Party’s behalf is:

For CITY:

Services Supervisor
Public Services & Engineering Department
City of Coronado
101 B Avenue
Coronado, CA 92118

For CONTRACTOR:

Name:
Title:
Name of Company:
Address of Company:
CITY, State Zip:

15.4 CONTRACTOR represents and warrants that its employer's identification number is xxxxxx.

16.0 CONTRACTOR’S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986
16.1 CONTRACTOR certifies that CONTRACTOR is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants before they perform any SERVICES under this AGREEMENT.

17.0 GENERAL PROVISIONS

17.1 Accounting Records. CONTRACTOR shall keep records of the direct reimbursable expenses pertaining to the SERVICES and the records of all accounts between the CONTRACTOR and any subcontractors. CONTRACTOR shall keep such records on a generally recognized accounting basis. These records shall be made available to the Contract Officer, or the Contract Officer's authorized representative, at mutually convenient times, for a period of three (3) years from the completion of the SERVICES.

17.2 Contract Officer. The City Manager shall serve as the CITY’s “Contract Officer” for this AGREEMENT and has the authority to direct the CONTRACTOR, approve actions, request changes, and approve additional services within her/his authority. Any obligation of the CITY shall be the responsibility of the Contract Officer. Excepting the provisions pertaining to dispute resolution, no other person shall have any authority under this AGREEMENT unless specifically delegated in writing.

17.3 Governing Law. 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 San Diego. CONTRACTOR hereby waives the right to remove any action from San Diego County as is otherwise permitted by California Code of Civil Procedure Section 394.

17.4 Business License. CONTRACTOR and its subcontractors, if any, are required to obtain and maintain a City Business License during the duration of this AGREEMENT.

17.5 Compliance with Law. The CONTRACTOR shall be responsible for complying with all local, state, and federal laws, whether or not said laws are expressly stated or referred to herein.

17.7 Responsibility for Others. CONTRACTOR shall be responsible to the CITY for its services and the services of its subcontractors. CONTRACTOR shall not be responsible for the acts or omissions of other parties engaged by the CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

17.8 Drafting Ambiguities. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision that is the sole responsibility of each Party. This AGREEMENT
shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.

17.9 **Conflicts between Terms.** If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Exhibits, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT and shall cooperate in good faith to resolve the same.

17.10 **Non-Discrimination.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation. CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

17.7 **Rights and Remedies.**

17.7.1 **Rights Cumulative.** All rights, options, and remedies of the CITY contained in this AGREEMENT shall be construed and held to be cumulative, and no one of the same shall be exclusive of any other, and the CITY shall have the right to pursue any one of all of such remedies or any other remedy or relief that may be provided by law or in equity, whether or not stated in this AGREEMENT.

17.7.2 **Waiver.** No waiver by either Party of a breach by the other Party of any of the terms, covenants, or conditions of this AGREEMENT shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default of either Party hereunder shall be implied from any omission by the other Party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in said waiver.

17.7.3 **Third Parties.** No provision contained in the AGREEMENT shall create or give to third parties any claim or right of action against the CITY or CONTRACTOR or their
respective officers, directors, officials, employees, representatives, contractors, subcontractors or agents.

17.8 Survival. The provisions of the AGREEMENT that by their nature survive termination or final completion of the AGREEMENT, including all warranties, indemnities, payment obligations, and the CITY’s right to audit CONTRACTOR's books and records, shall remain in full force and effect after final completion or any termination of the AGREEMENT.

17.9 Severability. In the event that any part of this AGREEMENT is found to be illegal or unenforceable under the law as it is now or hereafter in effect, either Party will be excused from performance of such portion or portions of this AGREEMENT as shall be found to be illegal or unenforceable without affecting the remaining provisions of this AGREEMENT.

17.10 Exhibits Incorporated. All Exhibits referenced in this AGREEMENT are incorporated into the AGREEMENT by this reference.
18. SIGNATURES

18.1 Each signatory and Party hereto hereby warrants and represents to the other Party that it has legal authority and capacity and direction from its principal to enter into this AGREEMENT, and that all resolutions or other actions have been taken so as to enable it to enter into this AGREEMENT.

CITY: 

By: ______________________________
Blair King
City Manager

Date: ____________________________

CONTRACTOR: 

By: ______________________________
[Insert Name]
[Insert Title]

Date: ____________________________

APPROVAL AS TO FORM:

____________________________________
Johanna N. Canlas, City Attorney
Date

ATTEST:

____________________________________
Mary L. Clifford, CMC, City Clerk

Date

I. ENCLOSURES:

1. SCOPE OF SERVICES (ATTACHMENT A)
   Exhibit I - Plans
   Exhibit II - Specifications
2. FEE SCHEDULE/GENERAL INFORMATION (ATTACHMENT B);
3. LIST OF SUBCONTRACTORS/SUBCONTRACTORS (ATTACHMENT C);
4. CERTIFICATION that CONTRACTOR has read, understands and will comply with, “A Pollution Prevention Guide for the Construction Community” Web Address Provided (ATTACHMENT D);
5. NON-COLLUSION AFFIDAVIT (ATTACHMENT E); and
6. STATE PREVAILING WAGE (ATTACHMENT F).
CORPORATION CERTIFICATE

I, ________________________________________________________________, certify that:

1. I am the Secretary of the Corporation named as CONTRACTOR in the foregoing AGREEMENT;

2. ____________________________________________________________ who signed said AGREEMENT on behalf of CONTRACTOR, was then ________________ __________________________________________ of said Corporation; and

3. Said AGREEMENT was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

___________________________________________________________

(Corporate Seal)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENT OF EXECUTION MUST BE ATTACHED TO THIS FORM.
CONTRACTOR'S CERTIFICATE REGARDING WORKERS’ COMPENSATION

Section 3700 of the California Labor Code provides in part as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

A. By being insured against liability to pay compensation to one or more insurers duly authorized to write compensation insurance in this state.

B. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees...."

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of any of the work of the foregoing AGREEMENT.

Contractor Name: ____________________________________________

Signature: ____________________________________________

Name: ____________________________________________

Its: ____________________________________________

Contractor Address: ____________________________________________

NOTE: In accordance with Article 5, commencing at Section 1860, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.
ATTACHMENT A

SCOPE OF SERVICES

I. GENERAL TERMS & CONDITIONS:

CONTRACTOR shall provide all labor, materials and supervision required to provide school crossing guard services at intersections identified on map (page xx) and the specifications incorporated herein. As further described below, CONTRACTOR shall provide to the Project Coordinator a written schedule of work to be done.

CONTRACTOR shall carefully examine the work site. The execution of this AGREEMENT by the CONTRACTOR shall be considered evidence that the CONTRACTOR has investigated, and is satisfied as to, the conditions to be encountered, the character and quality of the work to be performed and materials to be furnished, and the requirements of all documents referred to in this AGREEMENT.

CONTRACTOR performance shall present a professional image and a high standard of quality and technical competence at all times. Total responsibility for this is placed upon CONTRACTOR. If a conflict occurs between “Best Management Practice” and the specification, “Best Management Practice” shall prevail and the CITY shall be notified of any necessary changes to the specified operations/materials.

II. CONTRACT DOCUMENTS

A. PROJECT PLANS:

B. PROJECT SPECIFICATIONS:

III. PERFORMANCE SPECIFICATIONS

A. GENERAL SPECIFICATIONS:

These specifications are intended to cover all labor, materials and supervision to provide all materials and supervision required to provide school crossing guard services as shown on the schedule. These required services are described in detail in Exhibit I. Work or materials of a minor nature that may not be specifically mentioned, but that may be reasonably assumed as necessary for the completion of this work shall be performed by CONTRACTOR as if described in the specifications.

B. CONTRACTOR SHALL:

1. Within three (3) work days after the effective date of the AGREEMENT, prepare and submit a schedule to the Project Coordinator, showing specific day/date/time of work. Schedule is subject to preapproval by the Project Coordinator.
2. Notify the Project Coordinator prior to the scheduled day/date/time of changes for an alternate start date. Failure to meet schedule shall be deemed grounds for non-payment and/or contract termination.

C. NON-SCHEDULED/EXTRA WORK:

1. Evaluate the specific job and labor required upon arrival at the job site[s]; develop an estimate at no cost to CITY of the expected hours, materials and job cost; and advise Project Coordinator of cost prior to proceeding with the work. CITY reserves the right to accept or refuse CONTRACTOR’S offer.

Proceed with the work after receipt of written authorization by Project Coordinator.

IV. PROJECT MATERIALS: Manufacturers’ names, trade names, brand names, or model numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item.
V. GENERAL REQUIREMENTS:

A. CONTRACTOR SHALL:

1. CONTRACTOR, as well as any of its subcontractors, shall possess and maintain a current City of Coronado business license and any professional licensure required to perform the work.

2. Provide and maintain a telephone answering system that provides for contact during normal business hours, (8:00 a.m. to 5:00 p.m.) Monday through Friday.

3. Respond to calls within [two (2)] hours.

4. Abide by all applicable laws.

5. The Contractor shall select, background check, hire, train and supervise crossing guards and reliefs for the crossing guards.

6. Guards will be assigned to locations and for hours as specified in Attachment B for all instructional school days of the school year (180 student days).

7. The crossing guards and their reliefs shall in fact be employees of the vendor. Crossing guards will assist students and other pedestrians to cross the streets at their assigned intersection.

8. Crossing guards will use a standard sized, hand held STOP sign to direct traffic. Said sign shall be supplied by the Contractor, and maintained in a clearly visible, and fully functional condition.

9. Crossing guards shall wear attire that clearly identifies them as a school crossing guard.

10. Guards shall also wear Police Department approved reflective vests. The Contractor is to supply any prescribed uniform and reflective vest to the crossing guards.

11. Crossing guards will be screened per Livescan protocols.

VI GENERAL CONDITIONS:

1. All work shall be subject to the inspection and approval by the Project Coordinator or his/her designee at the site prior to acceptance and approval for payment.
2. Workers shall be courteous to the public and CITY staff utilizing the facilities, and shall be responsive only to the request of the Project Coordinator, and shall direct all inquiries or requests to the Project Coordinator. Exception: If the specific request involves public safety or security of the specific facility, CONTRACTOR shall immediately comply with the request.

IN ADDITION TO THE SPECIFICATIONS, THE FOLLOWING SHALL APPLY:

VII. TERMS AND CONDITIONS:

1. Payment: Payment shall be net 30 days after receipt of an undisputed invoice subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the CONTRACTOR.

2. Invoicing: Invoices shall be submitted no sooner than the first day of the service month being invoiced. CONTRACTOR shall mail an invoice to the following address:

Management Assistant
Police Services
City of Coronado
700 Orange Avenue
Coronado, California  92118

Invoices shall be subject to the routine processing requirements of the CITY’S Department of Administrative Services.

3. Authorized Work: Payment shall only be made to the CONTRACTOR for work authorized by this AGREEMENT.

4. Default: In case of default by the CONTRACTOR, the City of Coronado may procure the service from other sources and may deduct costs from the unpaid balance due the CONTRACTOR. The prices paid by the City of Coronado shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available at law or in equity.

5. Change of Ownership: CONTRACTOR agrees that if there is a change in ownership prior to completion of this AGREEMENT, the new owners will be required under terms of sale to assume this AGREEMENT and complete it to the satisfaction of the CITY. The CITY reserves the right to approve a change in ownership.

6. CONTRACTOR Work Hours and Safety Standards: The CONTRACTOR shall ensure compliance with all safety and hourly requirements for employees, in accordance with Federal, State, and local safety and health regulations and laws.
Equipment operation will be in compliance with the City of Coronado’s noise ordinance.

7. **Material Safety Data Sheets:** CONTRACTOR is required to provide Material Safety Data Sheet (MSDS) for any hazardous substances used as required by the California State Labor Code, Sections 6382 and 6390, and the Health and Safety Code of the California Administrative Code. MSDS sheets for each item shall be sent to:

Management Assistant  
Police Services  
City of Coronado  
700 Orange Avenue  
Coronado, California 92118

8. **Patent/Copyright Materials:** Unless otherwise expressly provided in this AGREEMENT, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this AGREEMENT.

9. **Declared Emergency Purchasing:** In the event of an emergency or where the City of Coronado is declared a disaster area by the County, State or Federal Government, this AGREEMENT may be subjected to unusual usage. CONTRACTOR shall service the CITY during an emergency or declared disaster under the same terms and conditions that apply during non-disaster circumstances. The pricing quoted within shall apply to servicing the CITY’S needs regardless of the circumstances.

10. **Terms and Conditions:** The only terms and conditions that will be applicable to the interpretation of this AGREEMENT are those issued by the Contract Officer. The CONTRACTOR acknowledges that he has read and agrees to all terms and conditions.
ATTACHMENT B

FEE SCHEDULE/GENERAL INFORMATION

In compliance with the RFP the undersigned hereby agrees to furnish all labor, equipment, materials, equipment and supervision to perform the proposed services that are described in the below listed enclosures; and to do so in strict accordance with the provisions of this AGREEMENT.

PRICE QUOTES

II. BASE BID: Includes those items upon which the contract award will be determined.

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<td>Labor, Hourly Rate After Regular Working Hours</td>
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ATTACHMENT C

LIST OF SUBCONTRACTORS/SUBCONTRACTORS

Listed below are any and all subcontractors that the PROPOSER plans to employ under this AGREEMENT. No change is allowed without the prior approval of the Contract Officer.

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<th>License#</th>
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ATTACHMENT D

NON-COLLUSION DECLARATION

[Project Name]
[Contract No.]

State of California    )
) ss.
County of ________________________

I, ________________________________, the undersigned, declare:

(Name of Bidder’s Principal)

I am the ____________________ of

>Title)

_____________ (Name of Bidder)

I further declare that in compliance with Public Contract Code section 7106: the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; the bid is genuine and not collusive or sham; the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; all statements contained in the bid are true; and the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I hereby represent and warrant that I have full power to execute, and do execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed at ____________, California on this ___________ day of ____________________, 20____.

_______________________________________________
Signature of Bidder

Subscribed and sworn to before me on the __________ day of ____________________, 20____.  (NOTARY SEAL)

_______________________________________________Signature of Notary