



**CITY OF PIEDMONT
120 VISTA AVENUE
PIEDMONT, CA 94611**

NOTICE OF REQUEST FOR PROPOSALS

School Crossing Guard Services

Response due May 15, 2026, 4:00 PM PST

**CITY OF PIEDMONT
REQUEST FOR PROPOSALS
School Crossing Guard Services**

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**CITY OF PIEDMONT
REQUEST FOR PROPOSALS
School Crossing Guard Services**

General Information

The City of Piedmont (“City”) seeks proposals from qualified Contractors to provide comprehensive School Crossing Guard Services. The City of Piedmont Police Department (“PPD”) provides management and oversight of the School Crossing Guard Services contract. The City intends to award a three-year contract, with the option to renew for up to two additional one-year terms, subject to mutually agreed pricing adjustments and demonstrated service performance. The City aims to ensure that School Crossing Guard Services reflect current operational needs. All pricing shall be firm and fixed for the initial contract term and presented in U.S. dollars.

Any changes to this RFP will be made through a written addendum issued by the City and posted on the City's website under the "Deadline for Written Questions" section. Contractors are responsible for carefully reviewing this RFP and any addenda, including checking the City's website, before submitting a response.

Although the City intends to select a small number of the most qualified contractors for interviews, the City reserves the right to select any number of qualified finalists. The selected contractor shall be required to enter into the City's Standard Agreement for Professional Services (Exhibit B). All responding contractors shall assume that execution of this agreement without changes is a required condition unless proposed modifications are requested at the time of proposal submission and accepted by the City in a final agreement.

The City of Piedmont is an Equal Opportunity Employer. Contractors participating in the selection process must comply with all applicable laws and regulations.

All proposals must be made in the form specified in the RFP, and include all required supporting documents. Proposals must be delivered in a sealed envelope and addressed appropriately as specified in the RFP.

No bidder may withdraw their proposal within sixty (60) days from the Proposal Due Date. The City of Piedmont reserves the right to reject any and all bids, to waive any and all irregularities, and to disregard all non-conforming, non-responsive, or conditional proposals.

Proposals that respond to this RFP are due via electronic submission/email to CMonahan@piedmont.ca.gov on **May 15, 2026 at 4:00 pm** and must be in accordance with and contain all of the required components as detailed in this RFP. Proposals that are not received by the deadline will not be accepted.

Background

The City of Piedmont (City) is a full-service, charter city serving approximately 11,000 residents. It was established in 1907, and is located in the hills of north Oakland, overlooking the San

Francisco Bay with a temperate climate and average rainfall. Currently, Piedmont is primarily composed of architecturally designed, single-family detached residences, which are well maintained by its residents. Piedmont is characterized by its idyllic, tree-lined, well-maintained streets, excellent schools, responsive government, and low crime rate. Additionally, the city's own Police and Fire Departments provide highly responsive services that are attractive to older, longtime residents as well as young families. These factors, combined with an engaged and involved community, add significantly to the quality of life.

Governed by a five-member City Council with members elected at-large, five Council members are elected at large on a nonpartisan basis to staggered, four-year terms. The Council elects a mayor and vice mayor from among its members, and the City Council appoints City officials. The City's departments include Administration, Finance, Planning and Building, Public Works, Police, Fire, and Recreation.

General RFP Conditions

All awarded contractors are expected to comply with the following:

Contractors shall agree to and comply with all terms of the City Standard Agreement for Professional Services. Contractors who do not agree with all terms must follow the directions outlined in the section titled 'Process for Contractor Selection'.

The contractor must hold or obtain a City of Piedmont business license to agree to the terms with the City.

Contractor shall maintain accurate records of all correspondence, work papers, and other relevant evidence for a period of three (3) years and furnish said documents to the City upon request.

The City reserves the right to request additional information or clarification from contractors when it may serve the City's best interests.

Scope of Work – City Expectations

The services awarded by this RFP will have a direct impact on the City's most vulnerable population, children in the community. The Scope of Work shall include, but not be limited to, the following City expectations:

- Service start date will coincide with the first date of instruction for the City's schools which is anticipated to be the second week of August 2026. The school year is anticipated to end by June 4, 2027.
- Proposer shall agree to coordinate deployment with the City in anticipation of the service start date.

Objectives and Goals

The City of Piedmont is seeking a qualified contractor, or team of contractors, capable of providing crossing guard services that achieve the following goals:

- Provide consistent, reliable, and cost-effective services in alignment with the City's Crossing Guard Program, serving the developmental needs of the City's children.
- Deliver services in coordination with the City's partner, Piedmont Unified School District
- Assist the City in identifying possible risk factors for children navigating the City.
- Work with PPD during pre-planned special events or seasonal activities throughout the school day/year for children.

Insurance

For the duration of the contract, the Proposer shall procure and maintain insurance against claims for injuries to their employees, other persons, and/or damages to property which may arise from or in connection with services, products, or materials supplied to the City. The cost of such insurance shall be the sole responsibility of the Proposer. Specific insurance provisions shall be in accordance with the contract between the Proposer and City attached hereto as **Exhibit B – Professional Services Agreement (SAMPLE)**.

Work History/Experience

Proposers shall submit a work history that lists the other public entities for whom the Proposer has performed similar work, including names, mailing addresses, email addresses, and telephone numbers. Existing services will be subject to inspection by the City. Proposers without experience in a comparable field should demonstrate that they will have responsible management personnel qualified to plan, supervise, direct, and operate the service described in this RFP.

Key Personnel

- Proposers shall include a list of key personnel and their qualifications who have had experience in supervising school crossing guards, and other employees who will be associated with the service. The Proposer shall identify the contract/service manager and provide references for three (3) recent services.
- A crossing guard supervisor must be designated for the entire duration of the contract, and the City must be provided the supervisor's name, telephone number, and hours of work.
- Substitute crossing guards must be available on short notice to provide services during call-outs due to illness or other absences.
- Assignment start/end times may change due to school schedule changes. Assignment locations may change due to construction projects, signal failures, traffic collisions, or other unanticipated events.

Employees:

- Proposer agrees that all individuals employed as a crossing guard or crossing guard supervisor will be employees of Proposer.
- Proposer must complete a background check for each crossing guard before deployment that complies with all federal and state employment laws. Applicants must pass a background check and have no criminal convictions that would render them unsuitable for the position for which they are applying. The determination regarding the suitability of any crossing guard assignment at a City location shall be based on guidance provided by the U.S. Equal Opportunity Commission regarding the use of criminal conviction history in employment decisions which requires a weighing of the nature and gravity of offense; the time that has passed since the offense, or the completion of any sentence given as a result of the offense; and the nature of the job held or sought.
- Proposer must have a written policy regarding a drug and alcohol-free work environment that is available to the City, when requested. All crossing guards shall undergo a drug screening test before deployment.
- Proposer shall be responsible for ensuring that all crossing guards hired for the services shall have the ability to read, write, and speak English with sufficient proficiency such that they can communicate quickly and accurately with children and emergency services personnel.

Training and Orientation

- All employees hired for the service shall receive training and orientation to accomplish the assignment before deployment safely. The Proposer shall provide training and orientation before deploying any crossing guard or crossing guard supervisor. Training must include both traffic and pedestrian safety.
- Training and orientation shall consist of a minimum of three (3) hours of training for each employee hired as a crossing guard or crossing guard supervisor.
- All training and orientation procedures and training materials shall be provided by the Proposer, and certification of training shall be provided to the City.
- The City invites proposers to recommend additional training classes or subjects that exceed the minimum requirement or represent industry best practices.

Equipment

- Proposers shall provide a list of all safety equipment to be used by crossing guards. The City requires that the Proposer provide safety equipment to all crossing guards. At a minimum, the City requires the use of a stop paddle, a reflectorized safety vest, a whistle, and an identification badge, and the placement of three (3) cones per crosswalk. The Proposer and City shall determine, before the service start date, where to place cones at each crosswalk identified in the service locations.

Payroll and Billing Services

- Proposer shall be solely responsible for complying with all applicable state and federal requirements.
- Invoices shall be sent to the City within two weeks following the last day of the month. Invoices shall provide the following details, at a minimum: total hours worked; hourly rate billed; crossing guard names; assignment locations; shift start/end times; and dates worked.

Proposal Requirements

Proposals must include responses to the following:

Work Plan and Approach

- Discuss your firm's understanding of the Scope of Services to be performed.
- Describe the method for management of overall project costs, schedule, quality assurance/quality control, responsiveness to City requests and inquiries, and any other issues critical to this project.
- Describe your firm's approach to resolving unanticipated issues efficiently and effectively while maintaining the project budget and schedule. Additionally, explain your team's ability to adapt to environmental changes and/or existing conditions throughout the process that may affect the program's outcome and schedule.
- Describe anticipated needs from City staff.
- Identify any "value-added" services that your firm may provide.

Fee Proposal

- This section must disclose all fees to be billed to the City for the services described in this RFP.
- Contractors must identify any proposed fee adjustments applicable to the optional extension years.
- Contractors must provide a complete rate schedule for all services, including hourly rates and any applicable administrative fees.
- A single blended hourly rate is acceptable.
- The City will consider alternative pricing structures.

Process for Contractor Selection

Proposals shall conform to the Proposal Format and Requirements. All listed items must be included in the proposal. **Proposals that do not comply with all the requirements or the proposal deadline will not be considered.**

The City intends to select the Contractor that best demonstrates the ability to meet the City’s needs. No single factor will determine the final award.

Proposals will be reviewed and ranked by the City's project team, and a selection committee will rank them based on their content. Rating criteria include:

- Understanding of the scope of services
- Completeness of the proposal
- Relevant experience and qualifications of the project team and Contractor
- Information obtained from references
- Geographic location
- Additional services offered
- Cost

Following the selection committee's evaluation, the City may contact individuals involved in the contractor's past or current projects, including, but not limited to, references. The City may award contracts based on the proposals alone, or, in its sole discretion, may invite one or more contractors to make oral presentations and/or interview with the review committee.

After the evaluation process, the City will select the top-ranking contractor or contractors and enter contract negotiations. Except as initiated by the City in its sole discretion, negotiations are limited to optional services described in the contract’s response and those exceptions to the Agreement for Professional Services identified in the contractor's proposal. If negotiations with the top-ranking firm are unsuccessful, the negotiations will terminate, and the City will proceed with negotiations with the next-ranked firm until a contract is executed. City staff will make recommendations to the City Council for contract awards. Upon City Council approval, a contract will be executed, and work will commence.

References

Provide a list of at least three client references that have received services from your firm on similar projects. Include client references for any proposed consultants. Provide the name of the contact person, address, telephone, and email for all references.

Exceptions

Identify and explain any exceptions you are proposing with respect to the Scope of Services, the City’s insurance requirements, and/or the City’s contract provisions.

Preliminary Schedule

The following is a preliminary schedule for the project

RFP Advertised & Published	April 24, 2026
Deadline for Written Questions	May 1, 2026
Deadline for Response to Questions	May 6, 2026
Deadline to Submit Proposals	May 15, 2026
Recommendation Presented to City Council	June 1, 2026

Deadline for Questions

All communications and questions about this RFP or process must be submitted in writing (email acceptable) to Captain Chris Monahan, Captain of Police for the Piedmont Police Department, at CMonahan@piedmont.ca.gov before 4 PM PST on **May 1, 2026**.

The City will compile a list of written questions and responses and post it on the City **website**, https://piedmont.ca.gov/government/bid_and_proposal_opportunities by **May 6, 2026**. Contractors are responsible for regularly reviewing this RFP and any addenda posted to the City's website.

Except as specified above, contractors and their representatives may not communicate with any officer, director, employee, or agent of the City concerning this RFP except as may be reasonably necessary to carry out the procedures specified herein. Nothing prohibits contractors or their representatives from making oral statements or presentations to one or more City representatives at a public meeting. The City will not respond to verbal inquiries, and interested contractors are specifically restricted from contacting the City in person or by telephone during this RFP and selection process.

Response Requirements

Interested firms should submit their proposal electronically, in PDF format, via email to Anna Brown, City Clerk for the City of Piedmont, at CityClerk@piedmont.ca.gov, no later than May 15, 2026, 4:00 PM PST. The email subject line and proposal title should be clearly marked: Attn: City of Piedmont RFP – **PPD School Crossing Guard Services**.

Any proposals submitted after the above date and time will be rejected.

The proposal should be brief and precise, and should exclude unnecessary promotional material. A contractor may withdraw its proposal at any time before the submission deadline by submitting a written request for withdrawal, signed by an authorized agent of the firm, to the proposal. The contractor may submit a new or modified proposal before the submittal deadline. Modifications offered after the submittal deadline, in any form, including oral or written, will not be considered.

Submission of a proposal indicates acceptance by the contractor of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the final contract between the City of Piedmont and the selected contractor.

Proposal Contents

Contractor proposal must include the following and follow the directions outlined in each section below:

Letter of Transmittal

- Describe your firm or team's interest in and commitment to providing contractor services for the City of Piedmont. This Letter of Transmittal must state that the proposal is valid for at least 120 days.
- An officer of the contractor authorized to contractually bind the firm and negotiate a contract with the City shall sign the letter. Provide the name, title, address, email, and telephone number of this officer.
- Provide the name, title, address, email, and telephone number of the key contact for the City during the RFP and award process.

Table of Contents

Each proposal shall include an index of the major topics, and all pages shall be numbered.

Proposal Length and Format Requirements

The complete proposal submission must not exceed 25 pages, including the executive summary, technical response, pricing, appendices, and any supporting documentation.

Formatting Requirements

- Page size: US Letter (8.5" x 11")
- Font: Minimum 11-point
- Margins: Minimum 1 inch on all sides
- Line spacing: Single or 1.15

Exclusions

The following items are excluded from the page count:

- Table of Contents
- Cover Page
- Required Forms (e.g., signed certifications, compliance checklists)

Note: Proposals exceeding the 25-page limit may be disqualified or receive lower evaluation scores. Contractors are encouraged to be concise and prioritize clarity and relevance.

Standard Agreement Acknowledgement

By submitting a proposal, contractors agree to execute the City's Standard Professional Services Agreement without modification.

Alternatively, if the contractor does not agree with the City's Standard Professional Services Agreement, the contractor must identify each section it wishes to modify and the proposed modification for each.

Contractor Background

Provide background information about the contractor, including legal structure (e.g., sole proprietorship, partnership, LLC, corporation, and state of incorporation), years in business, and other relevant organizational details.

Disclose any conditions that may affect the contractor's ability to perform under the contract, such as bankruptcy filings, financial instability, pending litigation, planned office closures, or anticipated mergers or acquisitions.

Right of Refusal

The City reserves the right to reject any and all proposals without qualifications. Proposals will be considered only in their entirety. The City reserves the right to add to or deduct from the selected proposal any specific requirements and associated costs.

Selection Procedures

The City will evaluate all proposals received in accordance with the evaluation criteria. The City shall not be obligated to accept the lowest-priced fee schedule. Still, the City may make award(s) in the best interests of the City after all factors are considered, including, but not limited to, the demonstrated competence, experience, and professional qualifications of the Proposer. Evaluation scores will not be released until after the proposal is awarded, if one is awarded.

Following the review of RFPs by the City's team, the City may, if it chooses to do so, invite short-listed contractors to be interviewed by a panel of City staff, which may include non-city personnel at the City's discretion. Discussions may, at the City's option, be conducted with the most qualified Proposers. Discussions may be held to clarify and ensure full understanding of, and responsiveness to, the solicitation requirements.

Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. In conducting discussions, the City will not disclose information derived from proposals submitted by competing Proposers.

The City will verify the references of short-listed contractors, including persons not listed as references, to help inform the City's decisions. The City will select a contractor to negotiate for the performance of work. In negotiating the contract, the City may request modifications to the proposed scope, the technical team, or other elements of the proposal. If negotiations fail, the City will commence negotiations with the next qualified candidate. Work will promptly commence following contract award and satisfaction of contract requirements.

Exhibit A

Crossing Guard Hours and Locations (One Guard Per Location)

Location	MTWThF - Arrival	MTThF - Depart	Wed - Depart
Linda at Lake	0755-0835	1455-1535	1340-1420
Oakland at Grand	0755-0835	1455-1535	1340-1420
Highland and Craig	0755-0835	1455-1535	1340-1420
Oakland at Bonita	0755-0835	1455-1535	1340-1420
Oakland at Highland	0755-0835	1455-1535	1340-1420
Wildwood at Prospect	0755-0835	1455-1535	1340-1420

	MTWThF - Arrival	MTTh - Depart	Wed & Fri - Depart
Oakland at El Cerrito	0755-0835	1520-1600	1445-1525
Magnolia at Bonita	0755-0835	1520-1600	1445-1525

Special Dates

Minimum days dismissal – All grades are dismissed at 12:00 pm on Early Dismissal days that include Back to School Night, Parent Conferences, etc.

Cost Breakdown

For sites with early release, the anticipated school dates total 144 regular days and 36 early days, for a total of 180 school days.

Eight sites x 180 school days = 1440 morning deployments and 1440 afternoon deployments for a total of 2880 deployments.

Eight sites x 40 minutes - twice a day = 640 minutes per day 640/60=10.6 hours per day.

10.6 hours per day x 180 days = 1920 hours.

1920 hours per school year x the hourly pay rate = total expense

Exhibit B – Professional Services Agreement (SAMPLE)
CONTRACT

This Contract made _____ (“Effective Date”), between the City of Piedmont, California, a municipal corporation, 120 Vista Avenue, Piedmont, California 94611, ("City") and _____, an ("Independent Contractor").

1. City is a municipal corporation which needs certain services and software as more specifically set forth hereafter.
2. Independent Contractor agrees to provide these services and software to the City under the terms and conditions outlined in this Contract (“Contract”).

3. Services

Independent Contractor shall provide the services as set forth in Exhibit A attached hereto and incorporated herein.

4. Compensation

- a. City will pay the Independent Contractor for the services rendered pursuant to this Agreement the of: \$ _____ per hour, per Crossing Guard during the term. Notwithstanding any provision to the contrary, total compensation from the City to the Contractor for the services described in this agreement. City shall issue payment within 30 days of the satisfactory completion of the services described in this agreement. Total compensation from the City to the Contractor for the services described in this agreement shall not exceed \$ _____ for the 2026/2027 school year.

5. Term

This contract shall begin on the Effective Date. Unless otherwise terminated as provided in this Contract, this Contract shall terminate _____ from the Effective Date.

6. Contractual Relationship

The parties intend that an independent contractor-employer relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Independent Contractor. Independent Contractor is not to be considered an agent or employee of City for any purpose, and neither Independent Contractor nor any employees of Independent Contractor are entitled to any of the benefits that City provides for City's employees. It is understood that the City does not agree to use Independent Contractor exclusively. It is further understood that the Independent Contractor is free to contract for similar services to be performed for other cities, persons, or entities during the term of the Contract. Independent Contractor shall be fully responsible for all income, social security, or other taxes or deductions,

including but not limited to workers' compensation and unemployment deductions, relating to the services it performs for City.

7. Indemnification

To the fullest extent permitted by law, Independent Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify and hold harmless City and its officers, elected officials, employees, agents, and volunteers (collectively "Indemnitees") from and against any and all liability, claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Independent Contractor or its sub consultants), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, reasonable court costs and attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation) ("Liability"), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Contract by Independent Contractor or by any individual or entity for whom Independent Contractor is legally liable, including but not limited to, officers, agents, employees, subcontractors or consultants of Independent Contractor.

For design professionals (as that term is defined by Civil Code § 2782.8) acting within the scope of their professional capacity, to the fullest extent permitted by law, Consultant shall, at its own expense, indemnify, protect, defend (by counsel reasonably satisfactory to the City) and hold harmless any Indemnitees from and against any Liability, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or as may be provided by statute in Civil Code § 2782.8, as may be amended from time to time.

Neither termination of this Contract nor completion of the services shall release Independent Contractor from its obligations under this Section 7, as long as the event giving rise to the claim, loss, cost, damage, injury, expense, or liability occurred before the effective date of any such termination or completion. This section shall survive the termination of the Contract.

8. Insurance

The following minimum levels of insurance coverage shall be provided during the term of this Contract. Prior to the execution of the Contract, Independent Contractor shall provide the required proof of insurance. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise approved in writing by the City.

Independent Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents before the work begins shall not waive the Independent Contractor's obligation to provide them.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): At least as broad as Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate. The general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be doubled.
2. Automobile Liability: Using ISO Form Number CA 00 01 (or equivalent) covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation and Employer’s Liability: as required by the State of California. The Statutory Workers’ Compensation Insurance and Employer’s Liability Insurance shall be provided with limits of not less than \$1,000,000 each accident, \$1,000,000 by disease-policy limit, and \$1,000,000 by disease-each employee.
4. Professional Liability (Errors & Omissions): As appropriate to Independent Contractor’s services that insures against professional errors and omissions that may be made in performing professional services, not less than \$2,000,000 per occurrence and in the aggregate.
5. Sexual Abuse or Molestation Coverage: Contractor shall maintain Sexual Abuse or Molestation (“SAM”) insurance coverage at least as broad as Insurance Services Office form CG 00 01 with coverage for injury or damage arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor’s employees and volunteers, in an amount not less than \$1,000,000 per occurrence for bodily injury, sexual abuse and molestation coverage, personal injury, and property damage, including without limitation, blanket contractual liability. The limit shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each

victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

The insurance policies are to contain and be endorsed to contain, the following provisions:

The City of Piedmont, its Council Members, directors, officers, agents, and employees shall be named as additional insureds on the CGL and Automobile policies with respect to liability arising out of work or operations performed by or on behalf of the Independent Contractor, including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Independent Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or CG 20 10 or CG 20 26).

For any claims related to this contract, Independent Contractor's insurance coverage shall allow and be endorsed primary insurance coverage (at least as broad as ISO CG 20 01 04 13) with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Independent Contractor's insurance and shall not contribute with it.

Independent Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Independent Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Independent Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. Independent Contractor shall require the insurer to provide City with 30-day prior notice of termination or material change in coverage and ten (10) days prior notice of cancellation for non-payment. If a carrier will not provide the required notice of cancellation, the Contractor shall provide written notice to the City of a cancellation no later than five (5) business days before cancellation.

All Insurance Coverages: Any available insurance proceeds broader than, or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater. No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the Contractor.

9. Assignability

Independent Contractor shall not assign, delegate, or transfer any interest in this agreement nor the performance of any Independent Contractor's obligations hereunder, without the prior written consent of the City.

10. Miscellaneous

As used in this Contract, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

11. Notices

Any notices to be sent pursuant to this Contract shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage addressed to City at 120 Vista Avenue, Piedmont, California 94611, and to Independent Contractor at _____, or at such other address as each party shall give the other in writing from time to time, and notices shall be deemed received at the time of personal delivery or three (3) working days after being placed in the United States Mail, postage prepaid, certified mail, return receipt requested.

12. Governing Law

This Contract shall be governed by the laws of the State of California. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Alameda, State of California.

13. Modification

Any modification of this Contract will be effective only if it is in writing signed by all parties to this Contract.

14. Time is of the Essence

Time is of the essence in the performance of this Contract.

15. Termination

The following provisions shall govern termination under this Contract:

- a. Either party may terminate this Contract for cause as follows:
 - (1) The party electing to terminate shall give the other party written notice of termination at least five (5) days prior to the termination date, setting forth very specifically the grounds for termination, the specific provisions of the Contract that has been violated, and a full statement of the facts surrounding the violation(s).
 - (2) If the terminated party so elects, the parties shall meet promptly and make good faith efforts to resolve the violation(s) in a mutually agreeable way.

- (3) If any such violation cannot be resolved by the parties at such meeting, or at any mutually agreed extension(s) of such meeting, the termination shall proceed.
 - (4) If the violation(s) have not been resolved, the terminating party may proceed with termination, and with retaining other person(s) or entities to provide services, if the terminating party is the City.
- b. Either party may terminate the Contract at any time without cause upon at least sixty (60) days prior written notice to the other party. In the event of any such termination by City, Independent Contractor shall be paid for services actually performed through the date of termination, and Independent Contractor's work shall be immediately discontinued as of that date, except that City may elect, at City's option, to have Independent Contractor complete one or more projects or specific activities which are then in progress, in which case Independent Contractor shall be paid for such services until completion. If terminated by the Independent Contractor, any assignment accepted by the Independent Contractor prior to the notice of termination shall be completed if desired by the City.

16. Equal Opportunity

Independent Contractor shall insure that its policies and practices provide equal opportunity to all applicants and employees without regard to race, color, creed, gender, age, religion, national origin, sexual preference, gender identity, marital status, disability, Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) and in addition, Independent Contractor must comply with the Americans with Disabilities Act.

17. Compliance with Laws

Independent Contractor shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Independent Contractor represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits, insurance, and approvals which are legally required for Independent Contractor to practice its profession.

18. Entire Agreement

This Contract constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Agreement shall be in writing and signed by both parties. In the event of a conflict between the terms set forth in this Contract and the terms set forth in any exhibit to this Contract, the terms of this Contract shall govern over the terms of any exhibit.

19. Ownership of Documents

All plans, studies, documents, and other writings, including working notes and internal documents, prepared by and for Independent Contractor, its officers, employees, agents, and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Independent Contractor for such work. City shall have the sole right to use such materials in its discretion without further compensation to Independent Contractor or to any other party. Independent Contractor shall, at Independent Contractor's expense, provide such reports, plans, studies, documents, and other writings to City upon written request. All documents prepared by the Independent Contractor are confidential and shall be maintained to preserve that confidentiality. Release of any such documents to third parties shall only be made upon the written consent of the City.

20. Licenses

Independent Contractor represents and warrants that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Independent Contractor to practice its profession. Independent Contractor represents and warrants to City that Independent Contractor 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 Independent Contractor to practice its profession.

21. Waiver

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract at Piedmont, California, the day and year first above written.

CITY OF PIEDMONT: _____:

By: _____
City Administrator

by: _____
Title:

Attest:

Anna Brown, City Clerk

Approved as to form:

Deepa Sharma, ity Attorney