



# City of Palo Alto

## City Council Staff Report

(ID # 8952)

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**Report Type: Consent Calendar**

**Meeting Date: 6/25/2018**

**Summary Title: Approval of 5-Year Contract for Crossing Guard Services**

**Title: Approval of a Five-year Contract With All City Management Services, Inc., Effective August 1, 2018, in the Not-to-Exceed Amount of \$3,096,779 for Crossing Guard Services for the Palo Alto Unified School District and Approval of a Budget Amendment in the General Fund**

**From: City Manager**

**Lead Department: Police**

### **Recommendation**

Staff recommends that Council:

1. Approve and authorize the City Manager or his designee to execute the attached contract (C18171301) in an amount not to exceed \$3,096,779 with All City Management Services, Inc., (“ACMS”) for Crossing Guard Services for a five-year term effective August 1, 2018, which includes the contract amount of \$2,815,254 plus a 10 percent contingency; and
2. Amend the Fiscal Year 2019 Budget Appropriation Ordinance for the General Fund by:
  - a. Increasing the Police Department appropriation by \$112,000; and
  - b. Decreasing the General Fund Budget Stabilization Reserve by \$112,000

### **Background**

The City is dedicated to ensuring the safety of children traveling to and from school. Prior to 1999, the Police Department was responsible for the hiring, staffing, training, equipping and supervising the hourly crossing guards. Due to the increase in the number of guard locations and the amount of staff time required to handle all the associated responsibilities, the management of the crossing guard program became increasingly time-consuming and labor-intensive for Police personnel. As a result, in August 1999, staff received Council approval to contract for adult crossing guard services.

Guidelines for school crossing guards were adopted and approved by Council in April 1993 (CMR:175:93). The assignment of adult crossing guard locations is considered by the City/School Traffic Safety Committee only for those intersections which meet minimum

standards and are approved by the City/School Traffic Safety Committee. These standards require at least 20 school-aged pedestrians utilize the crosswalk location per hour, on the way to or from school. In addition, other traffic-related factors are considered, such as crossing location, traffic volume, applicable Caltrain crossings, availability of bus service, and/or the number of traffic lanes involved. Currently, crossing guards operate at 29 designated school area crosswalks.

### **Discussion**

On February 27, 2018, the City issued an RFP for crossing guard services for five years, 2018-2023, with proposals due by March 27, 2018. Through that process, the City received three bids for these services. A staff committee reviewed each proposal, vendor qualifications, and submittal package. Selection criteria guided staff's decision-making, including: quality of proposal; quality, performance and effectiveness of the services to be provided by the contractor; contractor's experience; cost to the City; contractor's compliance with applicable regulations and laws. Based on this selection criteria and committee ranking, staff recommends executing a contract with ACMS, a specialist service provider in the crossing guard market. ACMS clearly emerged as the only qualified vendor compared to the other potential vendors due to a variety of factors, including: gaps in other proposers' performance, experience or proposals; ACMS specific focus and experience on crossing guard services, ACMS prior experience working with Palo Alto, and ACMS experience with similar municipalities or school districts, including several in the Bay Area. ACMS has been providing crossing guard services for 32 years and previously served as the crossing guard provider for Palo Alto for nine years. ACMS currently services other cities in the region, including: Redwood City, Burlingame, Pleasanton, Fremont, and Antioch. ACMS has over 46 clients in Northern California. ACMS has developed a transition plan which includes the potential recruitment and hiring of existing guards.

Staff is also requesting authorization for additional but unforeseen work in the amount of 10 percent per year. These amounts are requested because over the course of the contract, the number of locations and the number of school days may change. This is particularly true in the case of summer school. Summer school instruction, locations, and total number of days can vary significantly from year to year.

### **Resource Impact**

The cost of the five year contract with ACMS is \$3,096,779; including \$2,815,254 for services and a \$281,525 contingency for unforeseen costs due to potential changes, such as state or local government wage increases, summer school schedule, and scope changes. The Fiscal Year 2019 Adopted Operating Budget includes a portion of the funding needed for year one of this contract; however, an additional \$112,000 will be necessary to fully fund the anticipated FY 2019 cost of \$557,000. Staff recommends that this appropriation is offset by a reduction in the Budget Stabilization Reserve.

### **Policy Implications**

The provision of adult crossing guards is consistent with existing City policy.

**Environmental Review**

This is not a project under the California Environmental Quality Act (CEQA).

**Attachments:**

- ATTACHMENT A - C18171301 Crossing Guard B1 061318
- ATTACHMENT B - Crossing Guard Costing Information

**CITY OF PALO ALTO CONTRACT NO. C18171301****GENERAL SERVICES AGREEMENT**

**THIS AGREEMENT** made and entered into on the 25th day of June, 2018, by and between the **CITY OF PALO ALTO, a California chartered municipal corporation ("CITY")**, and **ALL CITY MANAGEMENT SERVICES, INC., a California corporation**, located at 10440 Pioneer Blvd., Suite 5, Santa Fe Springs, CA 90670, Telephone Number: (800)540-9290 ("**CONTRACTOR**"). In consideration of their mutual covenants, the parties hereto agree as follows:

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

- "A" - Scope of Services
- "A-1" – On-Call Task Order (Not Applicable)
- "B" - Schedule of Performance
- "C" – Schedule of Fees
- "D" - Insurance Requirements
- "E" - Performance and/or Payment Bond (Not Applicable)
- "F" - Liquidated Damages (Not Applicable)

***CONTRACT IS NOT COMPLETE UNLESS ALL INDICATED EXHIBITS ARE ATTACHED.***

3. **TERM.**

The term of this Agreement is from August 1, 2018 to July 31, 2023 inclusive, subject to the provisions of Sections Q and V of the General Terms and Conditions.

4. **SCHEDULE OF PERFORMANCE.** CONTRACTOR shall complete the Services within the term of this Agreement in a reasonably prompt and timely manner based upon the circumstances and direction communicated to CONTRACTOR, and if applicable, in accordance with the schedule set forth in the Schedule of Performance, attached at Exhibit B. Time is of the essence in this Agreement.
5. **COMPENSATION FOR ORIGINAL TERM.** CITY shall pay and CONTRACTOR agrees to accept as not-to-exceed compensation for the full performance of the Services and reimbursable expenses, if any:

- The total maximum lump sum compensation of \_\_\_\_\_ dollars (\$) );  
**OR**
- The sum of \_\_\_\_\_ dollars (\$) ) per hour, not to exceed a total maximum compensation amount of \_\_\_\_\_ dollars (\$) ); **OR**
- A sum calculated in accordance with the fee schedule set forth at Exhibit C, not to exceed a total maximum compensation amount of Two Million Eight Hundred Fifteen Thousand Two Hundred Fifty Three dollars and seventy six cents (\$2,815,253.76).

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

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

**6. COMPENSATION DURING ADDITIONAL TERMS.**

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

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

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

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

**OR**

**This project is not a 9204 Public Works Project.**

**8. INVOICING.** Send all invoices to CITY, Attention: Project Manager. The Project Manager is: Con Maloney, Dept.: Police, Telephone: 650-329-2637. Invoices shall be submitted in arrears for Services performed. Invoices shall not be submitted more frequently than monthly. Invoices shall provide a detailed statement of Services performed during the invoice period and are subject to verification by CITY. CITY shall pay the undisputed amount of invoices within 30 days of receipt.

#### GENERAL TERMS AND CONDITIONS

- A. ACCEPTANCE.** CONTRACTOR accepts and agrees to all terms and conditions of this Agreement. This Agreement includes and is limited to the terms and conditions set forth in sections 1 through 7 above, these general terms and conditions and the attached exhibits.
- B. QUALIFICATIONS.** CONTRACTOR represents and warrants that it has the expertise and qualifications to complete the services described in Section 1 of this Agreement, entitled "SERVICES," and that every individual charged with the

performance of the services under this Agreement has sufficient skill and experience and is duly licensed or certified, to the extent such licensing or certification is required by law, to perform the Services. CITY expressly relies on CONTRACTOR's representations regarding its skills, knowledge, and certifications. CONTRACTOR shall perform all work in accordance with generally accepted business practices and performance standards of the industry, including all federal, state, and local operation and safety regulations.

- C. INDEPENDENT CONTRACTOR.** It is understood and agreed that in the performance of this Agreement, CONTRACTOR and any person employed by CONTRACTOR shall at all times be considered an independent CONTRACTOR and not an agent or employee of CITY. CONTRACTOR shall be responsible for employing or engaging all persons necessary to complete the work required under this Agreement.
- D. SUBCONTRACTORS.** CONTRACTOR may not use subcontractors to perform any Services under this Agreement unless CONTRACTOR obtains prior written consent of CITY. CONTRACTOR shall be solely responsible for directing the work of approved subcontractors and for any compensation due to subcontractors.
- E. TAXES AND CHARGES.** CONTRACTOR shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of CONTRACTOR's business.
- F. COMPLIANCE WITH LAWS.** CONTRACTOR shall in the performance of the Services comply with all applicable federal, state and local laws, ordinances, regulations, and orders.
- G. PALO ALTO MINIMUM WAGE ORDINANCE.** CONTRACTOR shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONTRACTOR shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONTRACTOR shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.
- H. DAMAGE TO PUBLIC OR PRIVATE PROPERTY.** CONTRACTOR shall, at its sole expense, repair in kind, or as the City Manager or designee shall direct, any damage to public or private property that occurs in connection with CONTRACTOR's performance of the Services. CITY may decline to approve and

may withhold payment in whole or in part to such extent as may be necessary to protect CITY from loss because of defective work not remedied or other damage to the CITY occurring in connection with CONTRACTOR's performance of the Services. CITY shall submit written documentation in support of such withholding upon CONTRACTOR's request. When the grounds described above are removed, payment shall be made for amounts withheld because of them.

- I. WARRANTIES.** CONTRACTOR expressly warrants that all services provided under this Agreement shall be performed in a professional and workmanlike manner in accordance with generally accepted business practices and performance standards of the industry and the requirements of this Agreement. CONTRACTOR expressly warrants that all materials, goods and equipment provided by CONTRACTOR under this Agreement shall be fit for the particular purpose intended, shall be free from defects, and shall conform to the requirements of this Agreement. CONTRACTOR agrees to promptly replace or correct any material or service not in compliance with these warranties, including incomplete, inaccurate, or defective material or service, at no further cost to CITY. The warranties set forth in this section shall be in effect for a period of one year from completion of the Services and shall survive the completion of the Services or termination of this Agreement.
- J. MONITORING OF SERVICES.** CITY may monitor the Services performed under this Agreement to determine whether CONTRACTOR's work is completed in a satisfactory manner and complies with the provisions of this Agreement.
- K. CITY'S PROPERTY.** Any reports, information, data or other material (including copyright interests) developed, collected, assembled, prepared, or caused to be prepared under this Agreement will become the property of CITY without restriction or limitation upon their use and will not be made available to any individual or organization by CONTRACTOR or its subcontractors, if any, without the prior written approval of the City Manager.
- L. AUDITS.** CONTRACTOR agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for three (3) years from the date of final payment, CONTRACTOR's records pertaining to matters covered by this Agreement. CONTRACTOR agrees to maintain accurate books and records in accordance with generally accepted accounting principles for at least three (3) following the terms of this Agreement.
- M. NO IMPLIED WAIVER.** No payment, partial payment, acceptance, or partial acceptance by CITY shall operate as a waiver on the part of CITY of any of its rights under this Agreement.



**N. INSURANCE.** CONTRACTOR, at its sole cost, shall purchase and maintain in full force during the term of this Agreement, the insurance coverage described at Exhibit D. Insurance must be provided by companies with a Best's Key Rating of A-:VII or higher and which are otherwise acceptable to CITY's Risk Manager. The Risk Manager must approve deductibles and self-insured retentions. In addition, all policies, endorsements, certificates and/or binders are subject to approval by the Risk Manager as to form and content. CONTRACTOR shall obtain a policy endorsement naming the City of Palo Alto as an additional insured under any general liability or automobile policy. CONTRACTOR shall obtain an endorsement stating that the insurance is primary coverage and will not be canceled or materially reduced in coverage or limits until after providing 30 days prior written notice of the cancellation or modification to the Risk Manager. CONTRACTOR shall provide certificates of such policies or other evidence of coverage satisfactory to the Risk Manager, together with the required endorsements and evidence of payment of premiums, to CITY concurrently with the execution of this Agreement and shall throughout the term of this Agreement provide current certificates evidencing the required insurance coverages and endorsements to the Risk Manager. CONTRACTOR shall include all subcontractors as insured under its policies or shall obtain and provide to CITY separate certificates and endorsements for each subcontractor that meet all the requirements of this section. The procuring of such required policies of insurance shall not operate to limit CONTRACTOR's liability or obligation to indemnify CITY under this Agreement.

**O. HOLD HARMLESS.** To the fullest extent permitted by law and without limitation by the provisions of section N relating to insurance, CONTRACTOR shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents from and against any and all demands, claims, injuries, losses, or liabilities of any nature, including death or injury to any person, property damage or any other loss and including without limitation all damages, penalties, fines and judgments, associated investigation and administrative expenses and defense costs, including, but not limited to reasonable attorney's fees, courts costs and costs of alternative dispute resolution), to the extent arising out of, or resulting in any way from or in connection with any negligence or willful misconduct of CONTRACTOR in the performance of this Agreement. CONTRACTOR's obligations under this Section apply regardless of whether or not a liability is caused or contributed to by any negligent (passive or active) act or omission of CITY, except that CONTRACTOR obligations under this Section shall not apply to liability arising from the sole negligence or willful misconduct of CITY. If and to the extent a court determines that liability was caused or contributed to by any negligent (passive or active) act or omission of CITY, or the willful misconduct of CITY, in such an event, liability will be apportioned between CONTRACTOR and CITY based upon the parties' respective degrees of culpability, as determined by the court. The acceptance

of the Services by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the Services or termination of this Agreement.

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

- T. CONFLICT OF INTEREST.** In accepting this Agreement, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Contract. CONTRACTOR further covenants that, in the performance of this Contract, it will not employ any person having such an interest. CONTRACTOR certifies that no CITY Officer, employee, or authorized representative has any financial interest in the business of CONTRACTOR and that no person associated with CONTRACTOR has any interest, direct or indirect, which could conflict with the faithful performance of this Contract. CONTRACTOR agrees to advise CITY if any conflict arises.
- U. GOVERNING LAW.** This contract shall be governed and interpreted by the laws of the State of California.
- V. ENTIRE AGREEMENT.** This Agreement, including all exhibits, represents the entire agreement between the parties with respect to the services that may be the subject of this Agreement. Any variance in the exhibits does not affect the validity of the Agreement and the Agreement itself controls over any conflicting provisions in the exhibits. This Agreement supersedes all prior agreements, representations, statements, negotiations and undertakings whether oral or written.
- W. NON-APPROPRIATION.** This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Contract are no longer available. This Section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Contract.
- X. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS.** CONTRACTOR shall comply with CITY's Environmentally Preferred Purchasing policies which are available at CITY's Purchasing Division, which are incorporated by reference and may be amended from time to time. CONTRACTOR shall comply with waste reduction, reuse, recycling and disposal requirements of CITY's Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONTRACTOR shall comply with the following zero waste requirements:
- All printed materials provided by CONTRACTOR to CITY generated from a personal computer and printer including but not limited to, proposals,

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

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

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

**Z. PREVAILING WAGES**

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

**OR**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF PALO ALTO**

\_\_\_\_\_  
City Manager or designee

**Approved as to form:**

\_\_\_\_\_  
City Attorney or designee

**ALL CITY MANAGEMENT SERVICES, INC.**

DocuSigned by:  
By Baron Farwell  
600AD42BD37446C  
Name Baron Farwell

Title President

Second Officer  
By Demetra Farwell  
75034F85B8D745A...  
Name Demetra Farwell

Title Secretary

## **EXHIBIT A SCOPE OF SERVICES**

1. **CONTRACTOR Shall Provide or Perform the following:**
  - a. Provide crossing guard services at each location listed on Exhibit “B”- “Crossing Guard Locations” on the days and during specific hours designated by the City
  - b. Coordinate any location and schedule changes directly with the City
  - c. Provide payroll and workers’ compensation coverage for all guards
  - d. Provide training to all new hires
  - e. Maintain a sufficient numbers of alternate guards and guarantee crossing coverage for absent or sick guards
  - f. Supply all necessary equipment including signs, traffic vests, whistles and raincoats
  - g. Submit invoices to the City of Palo Alto on a monthly basis for the number of hours worked by crossing guards during the previous month
  - h. Maintain quarterly contact with the Police Department representative for quality assurance of the program

### **2. Crossing Guard Locations, Days and Hours:**

- a. **CONTRACTOR** shall be responsible for providing crossing guard services during the normal school year session and the summer school session. The normal schoolyear session is composed of 180 school days per year. The summer school session is composed of 19 school days per year. The exact dates that schools are in session are published and coordinated by the Palo Alto Unified School District. The most accurate calendar for verifying in-session days is on the School District’s website.
- b. **CONTRACTOR** will provide crossing guard services on all days that school is in session, at the designated locations, during the designated hours. Currently, there are 29 intersections that require a crossing guard during the normal school year. The City will typically require crossing guards at 12 intersections during the Summer school session. The School District changes the summer school locations from year to year which will require the City to change the summer school crossing guard locations. The City of Palo Alto will notify All City Management, Inc. in advance for summer school locations and times.
- c. The City reserves the right to add, delete or revise the crossing guard locations and times, provided that **CONTRACTOR** is given 30 days written notification of any proposed changes.

### **3. CONTRACTOR Shall Maintain the Following Minimum Standards for**

**Crossing Guards:**

- a. Must have a minimum of an eighth grade education
- b. Be able to read, write and speak English
- c. Be a minimum of 18 years old
- d. Not have any felony convictions, misdemeanor convictions involving crimes against children, or convictions involving any violent crime
- e. Not be a registered sex offender or narcotics offender
- f. Demonstrate the following abilities and characteristics;
- g. Minimum of average intelligence
- h. Good physical condition, including sight and hearing
- i. Mental alertness
- j. Neat appearance
- k. Good character
- l. Dependability
- m. Sense of responsibility for the safety of children
- n. Good verbal communication skills
- o. Familiarity with traffic rules and regulations

**4. Appearance & Behavior**

- a. Crossing Guards will not hold anything in their hands while working, except for their issued stop sign. An example of this would be the Crossing Guard's cellphone.
- b. Crossing guards will use appropriate language and refrain from using profanity.
- c. Crossing Guards must at all times display visible picture identification showing they are an employee of ACM
- d. Crossing Guards shall wear acceptable attire at all times which may be periodically subject to review by the City
- e. Crossing Guards shall wear their traffic vests at all times while performing crossing duties

**5. CONTRACTOR's Supervisors Shall Perform the Following Duties:**

- a. A local area supervisor shall be available at all times to see that guard activities are taking place at required locations and times.
- b. The supervisor shall assign schedules, monitor and supervise crossing guards when necessary and have a vehicle to travel to work sites.
- c. The supervisor shall visit each school site once a month.
- d. The supervisor must be available to the City returning phone calls as soon as possible but in all cases within 30 minutes.
- e. The supervisor must be available to respond to problems and/ or complaints.
- f. In addition to the minimum standards set forth above, the supervisor must have a minimum of a high school education and a valid California driver's



license.

- g. As requested, the area supervisor will provide pedestrian and bike counts for intersections.

**6. Absent Crossing Guards**

- a. **CONTRACTOR** will maintain standard procedures that require crossing guards to notify the area supervisor if they will be tardy or absent for their shift.
- b. When crossing guards are absent, it is the responsibility of **CONTRACTOR** and the area supervisor to staff the location with alternate personnel.
- c. The area supervisor shall immediately notify the Traffic Supervisor if there will be any delay or absence in providing intersection coverage.

**7. Training and Orientation**

- a. Training and orientation shall be provided prior to deploying any crossing guards.
- b. All training and orientation procedures shall be subject to the approval of the City of Palo Alto.

**EXHIBIT B**  
**SCHEDULE OF PERFORMANCE**

CONTRACTOR shall perform the Services according attach schedule:

El Camino / W.Charleston	1	A.M.	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	60
		P.M.	02:25 - 03:40	02:25 - 03:40	01:30 - 02:20	02:25 - 03:40	02:25 - 03:40	50
El Camino / Maybell Ave	2	A.M.	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	60
		P.M.	02:25 - 03:40	02:25 - 03:40	01:30 - 02:15	02:25 - 03:40	02:25 - 03:40	50
El Camino / Margarita Ave	3	A.M.	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	60
		P.M.	02:30 - 03:45	02:30 - 03:45	01:40 - 02:30	02:30 - 03:45	02:30 - 03:45	45
El Camino/Los Robles Ave	4	A.M.	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	60
		P.M.	02:30 - 03:45	02:30 - 03:45	01:20 - 02:25	02:30 - 03:45	02:30 - 03:45	45
El Camino / Stanford Ave	5	A.M.	07:30 - 08:20	07:30 - 08:20	07:30 - 08:20	07:30 - 08:20	07:30 - 08:20	50
		P.M.	02:20 - 03:30	02:20 - 03:30	01:20 - 02:10	02:20 - 03:30	02:20 - 03:30	50
El Camino / Los Altos Ave	6	A.M.	07:40 - 08:40	07:40 - 08:40	07:40 - 08:40	07:40 - 08:40	07:40 - 08:40	60
		P.M.	02:30 - 03:30	02:30 - 03:30	02:30 - 03:30	02:30 - 03:30	02:30 - 03:30	60
Arastradero/ Donald Dr	7	A.M.	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	60
		P.M.	02:20 - 03:40	02:20 - 03:40	01:30 - 02:20	02:20 - 03:40	02:20 - 03:40	80
Arastradero/ Coulombe Dr	8	A.M.	07:30 - 08:20	07:30 - 08:20	07:30 - 08:20	07:30 - 08:20	07:30 - 08:20	50
		P.M.	02:20 - 03:40	02:20 - 03:40	01:30 - 02:20	02:20 - 03:40	02:20 - 03:40	60
Coulombe / Maybell Ave	9	A.M.	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	60
		P.M.	02:20 - 03:25	02:20 - 03:25	01:25 - 02:15	02:20 - 03:25	02:20 - 03:25	55
Charleston / Alma St	10	A.M.	07:30 - 08:15	07:30 - 08:15	07:30 - 08:15	07:30 - 08:15	07:30 - 08:15	45
		P.M.	02:35 - 03:50	02:35 - 03:50	01:30 - 02:20	02:35 - 03:50	02:35 - 03:50	60
Alma / Meadow Dr	11	A.M.	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	60
		P.M.	02:30 - 03:30	02:30 - 03:30	01:40 - 02:20	02:30 - 03:30	02:30 - 03:30	60
E. Meadow / Waverley St	12	A.M.	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	60
		P.M.	02:00 - 03:30	02:00 - 03:30	01:30 - 02:20	02:00 - 03:30	02:00 - 03:30	90
E. Charleston / Nelson Dr	13	A.M.	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	60
		P.M.	02:00 - 03:30	02:00 - 03:30	01:30 - 02:30	02:00 - 03:30	02:00 - 03:30	60
E.Charleston / Carlson Ct	14	A.M.	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	60
		P.M.	02:00 - 03:30	02:00 - 03:30	01:30 - 02:30	02:00 - 03:30	02:00 - 03:30	55
E. Meadow / Middlefield	15	A.M.	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	60

			08:30		08:30		08:30	
		P.M.	02:00 - 03:30	02:00 - 03:30	01:30 - 02:30	02:00 - 03:30	02:00 - 03:30	60
Middlefield / Mayview Ave	16	A.M.	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	60
		P.M.	02:00 - 03:30	02:00 - 03:30	01:30 - 02:30	02:00 - 03:30	02:00 - 03:30	55
Middlefield / E.Charleston	17	A.M.	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	07:30 - 08:30	60
		P.M.	02:00 - 03:30	02:00 - 03:30	01:30 - 02:30	02:00 - 03:30	02:00 - 03:30	60
Addison / Middlefield Rd	18	A.M.	07:45 - 08:30	07:45 - 08:30	07:45 - 08:30	07:45 - 08:30	07:45 - 08:30	45
		P.M.	02:10 - 03:20	02:10 - 03:20	01:10 - 01:45	02:10 - 03:20	02:10 - 03:20	60
Embarcadero / Middlefield	19	A.M.	07:45 - 08:35	07:45 - 08:35	07:45 - 08:35	07:45 - 08:35	07:45 - 08:35	50
		P.M.	02:30 - 03:20	02:30 - 03:20	01:20 - 02:05	02:30 - 03:20	02:30 - 03:20	45
Embarcadero / Newell Rd	20	A.M.	07:40 - 08:30	07:40 - 08:30	07:40 - 08:30	07:40 - 08:30	07:40 - 08:30	50
		P.M.	02:40 - 03:30	02:40 - 03:30	01:30 - 02:15	02:40 - 03:30	02:40 - 03:30	50
No Cal Ave / Louis Rd	21	A.M.	07:30 - 08:20	07:30 - 08:20	07:30 - 08:20	07:30 - 08:20	07:30 - 08:20	50
		P.M.	02:50 - 03:40	02:50 - 03:40	01:30 - 02:15	02:50 - 03:40	02:50 - 03:40	50
No. Cal Ave / Newell Rd	22	A.M.	07:30 - 08:20	07:30 - 08:20	07:30 - 08:20	07:30 - 08:20	07:30 - 08:20	50
		P.M.	02:50 - 03:40	02:50 - 03:40	01:30 - 02:15	02:50 - 03:40	02:50 - 03:40	50
Alester / Channing Ave	23	A.M.	07:30 - 08:20	07:30 - 08:20	07:30 - 08:20	07:30 - 08:20	07:30 - 08:20	50
		P.M.	02:10 - 03:10	02:10 - 03:10	12:55 - 01:40	02:10 - 03:10	02:10 - 03:10	45
Dana / Newell Rd	24	A.M.	07:30 - 08:15	07:30 - 08:15	07:30 - 08:15	07:30 - 08:15	07:30 - 08:15	45
		P.M.	02:10 - 03:10	02:10 - 03:10	12:55 - 01:55	02:10 - 03:10	02:10 - 03:10	60
Barron / El Centro St	25	A.M.	07:40 - 08:30	07:40 - 08:30	07:40 - 08:30	07:40 - 08:30	07:40 - 08:30	50
		P.M.	02:20 - 03:15	02:20 - 03:15	01:15 - 02:00	02:20 - 03:15	02:20 - 03:15	45
Bryant / El Carmelo Ave	26	A.M.	07:50 - 08:40	07:50 - 08:40	07:50 - 08:40	07:50 - 08:40	07:50 - 08:40	50
		P.M.	02:20 - 03:25	02:20 - 03:25	01:15 - 02:00	02:20 - 03:25	02:20 - 03:25	55
Amarillo / Louis Rd	27	A.M.	07:45 - 08:30	07:45 - 08:30	07:45 - 08:30	07:45 - 08:30	07:45 - 08:30	45
		P.M.	02:30 - 03:15	02:30 - 03:15	01:15 - 02:00	02:30 - 03:15	01:30 - 03:15	105
Louis / Loma Verde Ave	28	A.M.	07:45 - 08:30	07:45 - 08:30	07:45 - 08:30	07:45 - 08:30	07:45 - 08:30	45
		P.M.	02:00 - 03:30	02:00 - 03:30	01:15 - 02:00	02:00 - 03:30	02:00 - 03:30	75
Louis / Greer Rd	29	A.M.	07:45 - 08:30	07:45 - 08:30	07:45 - 08:30	07:45 - 08:30	07:45 - 08:30	45
		P.M.	02:00 - 03:30	02:00 - 03:30	01:15 - 01:50	02:00 - 03:30	02:00 - 03:30	75

**EXHIBIT C  
SCHEDULE OF FEES**

CITY shall pay CONTRACTOR according to the following rate schedule. The maximum amount of compensation to be paid to CONTRACTOR, including both payment for services and reimbursable expenses, shall not exceed the amounts set forth in Sections 5 and 6 of the Agreement. Any services provided or hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

Year	Number of CG	Number of Days	Hours/Day	Hourly Rate	Total
2018-2019	31	180	4	\$23.02	\$513,806.40
2019 Summer	12	19	4	\$23.02	\$20,994.24
2019-2020	31	180	4	\$23.82	\$531,662.40
2020 Summer	12	19	4	\$23.82	\$21,723.84
2020-2021	31	180	4	\$24.14	\$538,804.80
2021 Summer	12	19	4	\$24.14	\$22,015.68
2021-2022	31	180	4	\$24.95	\$556,884.00
2022 Summer	12	19	4	\$24.95	\$22,754.40
2022-2023	31	180	4	\$25.25	\$563,580.00
2023 Summer	12	19	4	\$25.25	\$23,028.00

**Total: \$2,815,253.76**

## EXHIBIT D INSURANCE REQUIREMENTS

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

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

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

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

A. PRIMARY COVERAGE

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

B. CROSS LIABILITY

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

C. NOTICE OF CANCELLATION

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

**NOTICES SHALL BE MAILED TO:**

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Knight Insurance Services 535 North Brand Boulevard Suite 1000 Glendale CA 91203	<b>CONTACT NAME:</b> Nysa Gallegos <b>PHONE (A/C. No. Ext):</b> (818) 662-4200 <b>FAX (A/C. No):</b> (818) 662-9312 <b>E-MAIL ADDRESS:</b> NysaG@KnightIns.net														
<b>INSURED</b> All City Management Services Inc 10440 Pioneer Blvd # 5 Santa Fe Springs CA 90670	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Liberty Surplus Insurance Company</td> <td style="text-align: center;">10725</td> </tr> <tr> <td>INSURER B: Nationwide Mutual / Allied</td> <td style="text-align: center;">23787</td> </tr> <tr> <td>INSURER C: Houston Casualty Company</td> <td style="text-align: center;">42374</td> </tr> <tr> <td>INSURER D: Endurance American Specialty</td> <td style="text-align: center;">41718</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Surplus Insurance Company	10725	INSURER B: Nationwide Mutual / Allied	23787	INSURER C: Houston Casualty Company	42374	INSURER D: Endurance American Specialty	41718	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

**COVERAGES**

CERTIFICATE NUMBER: 18/19 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		1000200843-03	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		ACP3068769436	5/1/2018	5/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			1st Layer (Primary) H18XC50744-01	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	Not Applicable			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	<b>Excess Liability</b> \$0 Retention			2nd Layer (Secondary) ELD30000649700	5/1/2018	5/1/2019	Each Occurrence in Excess of \$5,000,000 Occ \$3M Primary Limit \$5,000,000 Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Palo Alto ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES are included as additional insureds As respects to General Liability and required by written contract; Certificate Holder is named as additional insured. Insurance is Primary & Non-Contributory. Waiver of Subrogation applicable. Auto Liability Additional Insured included as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Palo Alto 250 Hamilton Avenue Palo Alto, CA 94301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Manny Mashhoud/NYSGAL <i>Manny Mashhoud</i>
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**ATTACHMENT B**

**Historic Crossing Guard Costs FY 2016 – FY 2018**

American Guard Services

ATTACHMENT B

FY 2016	\$338,313
FY 2017	\$351,163
FY 2018	\$370,616

**Crossing Guard Vendor Bid Prices (5-year term with summer school)**

All Cities Management Services: \$2,815,253  
Average/Year: \$563,050

American Guard Services: \$2,404,744  
Average/Year: \$480,948

Universal Security Company: \$2,492,793  
Average/Year: \$498,558

**RFP Scores (pricing included in scoring criteria)**

	All Cities Management Services	American Guard Services	Universal Security Company
Average Evaluator Score	861.67	706.67	632.50