



REQUEST FOR QUALIFICATIONS

ENTITY TO PROVIDE PARATRANSIT SERVICES

SECTION 1 – GENERAL INFORMATION

1.1 INTRODUCTION

The City of Pleasanton is seeking a qualified entity to provide city-wide paratransit services. The City is committed to providing services for its citizens, including the continuation of the existing Pleasanton Rides Program for seniors age 70 and older and group outings for seniors. The City's goal for this program is to continue to provide customer-service-focused rides in an efficient manner while providing transportation so that qualified persons may reach healthcare services, recreational activities, and other community services.

1.2 BACKGROUND INFORMATION

The City of Pleasanton is a full-service municipality located in Eastern Alameda County, roughly 40 miles east of San Francisco, strategically located at the intersection of two (2) interstate highways (I-580 and I-680).

The City is approximately 24 square miles in size and has become increasingly diverse in recent years. Presently, the population is approximately 75,000, with 16% of the population considered seniors (65 or older).

Currently, Pleasanton Rides Program provides transportation services for adults aged 70 and above through Black Tie Transportation Worldwide. It operates Monday through Friday from 8:00 a.m. to 5:00 p.m.

- Door-to-door transportation service for residents living in Pleasanton city limits.

- Group trips, which are pre-registered monthly senior citizen excursions to local venues such as lunch and a show in San Francisco, a trip to Filoli Gardens, or visiting the Oakland Zoo.
- Current service locations include: within Pleasanton - any private residence, any living needs destination in Pleasanton – medical appointments, recreation, shopping; and from Carefield of Pleasanton, Kottinger I and II, The Gardens at Ironwood, Ridgeview Commons, Stanley Junction Senior Apartments. Outside of Pleasanton: Dublin Kaiser, Dublin Palo Alto Medical Foundation, Livermore VA Medical Center, Livermore Stanford ValleyCare Memorial

The Pleasanton Rides Application (Exhibit A) and Pleasanton Rides Service Map (Exhibit B) may be found in the Exhibit section of this RFQ.

Pleasanton Rides Statistics	
Registered Program Participants	Approximately 1,050
Number of One-Way Rides Annually	Approximately 7,000
Number of Group Trip Customers Annually	9-12 trips resulting in approximately 220 passengers
Total Vehicle Miles Annually	Approximately 40,000
Average Number of Calls to Dispatch	Approximately 9000 per year
Types of Rides Provided	Living Needs: 20%. Medical Appointments: 23% Dialysis: 15% Recreation: 40% Other: 2%
Income-Based Fee Assistance Program	Approximately 50 customers annually

1.3 FUNDING

Currently, a fee structure is in place for users of the service, resulting in approximately \$25,000 in annual revenue, with the cost per one-way ride being \$3.50. This fee should increase annually. The price increase shall be based on the Consumer Price Index for the San Francisco-Oakland-San Jose area (All Items Category). Black Tie Transportation, provider of Pleasanton Rides, receives compensation from the City, funded through the Alameda County Measure BB.. Black Tie leases three vehicles from the City for \$1.00 per year, per vehicle, and provides maintenance for the vehicles.

The Agreement, which results from this RFQ, is subject to the availability of these annually disbursed funds to the City. As part of the annual funding process, the City is notified of Measure BB funding allocations in early January, with funding released the following July 1.

Applicants who are eligible to apply directly for the Measure BB funds (rather than having the City collect and manage the funds) will also be considered in this RFQ process. Alameda County Measure BB funds do not sunset until 2045.

1.4 IMPORTANT DATES

Friday, September 5, 2025	Issue Request for Qualifications (RFQ)
Monday, September 22, 2025 – 4 p.m. PST	Clarification / Question Deadline
Friday, September 26, 2025	Qualifications Due by 2 p.m. PST
September 29-30, 2025	Review of Responses
October 2-6, 2025	Finalists Interviews
October 8, 2025	Notification of Selection
Tuesday, December 2 or December 16, 2025	Contract presented to Pleasanton City Council for consideration
Thursday, January 1, 2026	Entity Begins Providing Services

1.5 ERRORS AND OMISSIONS

The entity bears full responsibility for exclusions or errors in the qualifications submitted.

1.6 AGREEMENT FOR PARATRANSIT SERVICES

The City and the chosen entity shall enter into a written Agreement for Paratransit Services that includes general terms and conditions of the City's standard service agreement as shown in Exhibit C.

1.7 QUALIFICATION SUBMISSION

If a submittal of qualifications is being made by an individual, it must be signed with the full name of the individual and include his or her address. If a submittal of qualifications is being made by a partnership, it must be signed with a partnership name and by the authorized general partner. If a submittal of qualifications is being made by a joint venture, it must include the full name, address, and signature of each member of the joint venture. If a submittal of qualifications is being made by a corporation, it shall be signed by two officers with signing authority.

Any submittal of qualifications must be signed and dated with the full name of the individual authorized on behalf of the entity to submit qualifications for the scope of services included in the RFQ.

Three (3) originals of the submittal of qualifications must be submitted in a sealed envelope, plainly marked with the entity's name, address, and telephone number, with **"Qualifications for the City of Pleasanton Delivery of Paratransit Services"** clearly visible on the front of the mailing envelope. It is the entity's sole responsibility to see that

their information is received on or before the submission deadline. The entity bears all risks and delays associated with delivery of the submittal of qualifications.

Qualifications must be received by the City of Pleasanton, Library and Recreation Department, at 400 Old Bernal Ave, Pleasanton, no later than 2 p.m. on Friday, September 26, 2025.

If emailing the qualifications: apawlak@cityofpleasantonca.gov

If mailing the qualifications: City of Pleasanton, Library and Recreation Department, Attention: Ania Pawlak, P.O. Box 520, Pleasanton, CA 94566.

If delivering the qualifications in person: City of Pleasanton, Library and Recreation Department, Recreation Services Windows at Pleasanton Library, 400 Old Bernal Ave, Pleasanton, CA 94566.

1.8 EVALUATION CRITERIA

The qualifications submitted will be reviewed by City staff. The City will act as the sole judge of the content of all documents. In soliciting qualifications, the City's intent is to have the best possible service. Therefore, selection of an entity will be based upon, but not limited to, the following considerations and criteria:

- Demonstrated ability and experience with paratransit services
- The quality, amount, and type of paratransit service proposed
- Qualifications of proposed staff
- Results of reference checks
- Any other considerations deemed pertinent by the City.

Selection/Evaluation Process

City staff will evaluate all submitted qualifications based on the above criteria. If a qualified entity is identified, the Pleasanton City Council will be recommended to award a service agreement.

For Additional Information, to submit Questions and/or Inquiries, contact:

Ania Pawlak, Management Analyst
925-931-5342 or apawlak@cityofpleasantonca.gov

SECTION 2 – SCOPE OF SERVICES

2.1 SERVICE OVERVIEW

The precise Scope of Services, to be incorporated into the "Service Agreement," shall be negotiated with the selected entity. The selected entity will be expected to perform, but shall not be limited to, all of the following services.

- Provide door-to-door transportation services for adults aged 70 and above

who are living in Pleasanton city limits, or unincorporated Pleasanton and Sunol

- Operate Monday through Friday 8:00 a.m. to 5:00 p.m.
- Provide transportation to the Pleasanton Senior Center, local senior living facilities, shopping locations, and designated medical facilities
- Provide group trip outings to local entertainment venues
- Provide dispatch and scheduling services for all current and future clients
- Provide and maintain necessary vehicles for the services described above; or use of the City's existing fleet vehicles is negotiable, see Section 3.4
- Hire, train, and supervise all staff
- Maintain a customer service level of "good" or above.

2.2 SERVICE STANDARDS

The entity must provide services in a manner that will maximize productivity and customer service while minimizing expense to the City. Further detail is requested in Sections 3.3 – 3.9. It is expected that representatives from the City and entity will meet as needed to evaluate the system and performance, and if agreed-upon standards are not being met during the duration of the agreement, the City and entity may, by mutual agreement, make adjustments to the standards.

SECTION 3 – QUALIFICATIONS

3.1 COMPANY INFORMATION

1. Company Name - Please provide the full and legal name of the company
2. Company EIN/Registration Number
3. Company Type
4. Company Website
5. Address of Place of Business
6. Number of Employees
7. Year Established
8. Disclose any conflict or potential conflict of interest of your company or key employees related to doing business with the City
9. Please specify any disputes, litigation, legal or regulatory notices, penalties received, or contractual obligations that may impact your provision of services requested in this RFQ.

3.2 EXPERIENCES AND REFERENCES

1. Describe your company background, services, experience, and qualifications in providing the paratransit services requested in this RFQ.
2. Provide references for clients that you worked with of similar size and scope to the City of Pleasanton, with particular focus on paratransit and transportation services provided to other public entities, clients in the San

Francisco Bay Area, and clients from the prior 36 months.

- Reference #1: Name, Company, Phone Number, Email Address.
Description of services provided.
 - Reference #2: Name, Company, Phone Number, Email Address.
Description of services provided.
 - Reference #3: Name, Company, Phone Number, Email Address.
Description of services provided.
3. For each reference listed, describe how your company made a positive impact (e.g., reducing costs, improving quality of service).

3.3 ACCOUNT MANAGEMENT AND CUSTOMER SERVICE

1. Will your account manager(s) be a resource dedicated to this account?
2. Describe your client relationship management structure that your organization intends to implement for managing its relationship with this account.
3. Are there established turnaround times and procedures for problem resolution?
Please Specify.
4. Briefly describe your approach to monitoring and reviewing service quality and customer satisfaction.
5. Do you have a centralized or separate customer service department?
6. Will this account have a dedicated customer service representative?
7. How many accounts, on average, does each customer service representative handle?
8. How many years of service, on average, does each customer service representative have?
9. What are the hours of operation of your customer service unit?

3.4 TECHNOLOGY, FLEET, AND FLEET MAINTENANCE

Current Fleet:

Make/Model and Model Year	Number of Passengers
Ford Starlight Bus 2018	7 Passenger 1 Wheelchair
Braun Mini-Van 2018	5 Passenger 1 Wheelchair
Ford Electric Vehicle 2023	10 Passenger 1 Wheelchair

1. For fleet services, please respond to one or both options below, explaining your preference and providing brief details why:
 - a. Option 1. Under the new service agreement, the entity will maintain,

store, and fuel its own vehicles.

- b. Option 2. Under the new service agreement, the entity will lease vehicles from the City, maintain, store, and fuel them.
2. Do all drivers carry 2-way radios and/or company cell phones?
3. Does your company use GPS tracking in the vehicles? If yes, please explain.
4. What software does your company currently use for dispatch purposes?
Describe any other fleet technology.
5. Describe fleet control and dispatch capabilities. Be sure to include how you manage the dispatching of information to vehicles.
6. Describe fleet maintenance procedures and schedules.
7. Is your fleet maintenance performed in-house or is it outsourced?
8. If yes to outsourced, then please provide full details as to who provides the maintenance.

3.5 DISPATCH AND DRIVERS

1. Describe, with sufficient detail, how you dispatch your ride services currently. Would this process change if awarded this contract? If yes, how?
2. What percent of your company's drivers are employees?
3. What percent are other relationships? Owner Operators, Franchisee Licensee, Affiliate?
4. What type of background check does your company perform prior to hiring drivers? How often are they updated?
5. Does your company regularly drug test employees?
6. Does your company fingerprint employees? If so, are they on the subsequent arrest notification list?
7. What percentage of your drivers have been with your company longer than two years?
8. Describe the training and periodic reviews your company provides to drivers/employees and all other relationships.
9. What topics are taught - provide supporting documentation.
10. Are the drivers delivering service before and/or during the training period?
11. How long is the training period?
12. Is there a formal, documented test at the end of the period?
13. What happens in the event that a driver fails the test?
14. Does your company provide any type of defensive driver training?
 - a. If yes, please explain.
15. Does your company have a dress code and grooming policy? If yes, please describe.
16. All drivers must speak, read, and write in English.
17. Can your company provide drivers with knowledge of a secondary language upon request? If so, please list the secondary languages.

3.6 SERVICES AND PROCEDURES

1. Does your company provide usage reports? If yes, at what frequency? (Monthly/Quarterly/Annually) If yes, please provide a sample.
2. Does your company provide a toll-free number for customer convenience?
3. Describe any other services available to passengers (i.e., messages to web-enabled devices).
4. How far in advance of a scheduled pick-up time do drivers arrive?
5. Does your company confirm rides prior to pickup? If yes, explain how?
6. In the event of a vehicle breakdown/accident, describe contingency plans that your company has in place.
7. Does your company provide services primarily in a local area? If yes, specify the markets.

3.7 RESERVATION AND BILLING

1. Explain how reservations are handled when the customer makes a reservation.
2. Are reservations centralized? (Yes/No)
3. What hours does your company provide to take client reservations?
4. Does your company provide a central billing account feature?
5. What payment types do you accept? Please list the credit cards you accept.
6. What are the methods by which a passenger may obtain a receipt?
7. Are bookings paid for during the time of travel or during the time of booking? If both, please explain.

3.8 QUALITY AND CUSTOMER CARE

1. How does your company monitor/track your company's overall performance?
2. How can customers provide feedback?
3. How are customer complaints/issues handled?
4. What is the time frame for the resolution of customer complaints?
5. What quality monitoring practices are in effect? How does your company value customer care and cater to customer needs?
6. How would your company communicate customer concerns to the City of Pleasanton?

3.9 ENVIRONMENTAL AND SUSTAINABILITY PRACTICES

1. What alternative energy sources are you currently utilizing in your corporate facilities?
2. What initiatives are you actively pursuing to reduce your company's carbon footprint?

3. What initiatives are you actively pursuing to reduce your company's energy consumption?
4. Please describe your company's Environmental Policy.

3.10 ANNUAL FINANCIALS

Would your company be able to provide the City of Pleasanton with a certified financial audit?

Section 4 – MISCELLANEOUS

4.1 SERVICE AGREEMENT

The selection process will involve identifying the most qualified entity and then providing them with an opportunity to further refine the scope of services and pricing prior to the final preparation of a service agreement. The City may elect to award all of the requested services to one entity or decide to enter into agreements with multiple entities.

Should the City select an entity in response to this RFQ, a service agreement will be required (See Exhibit C for a Sample Service Agreement). While the specific conditions of the agreement depend on the types of services proposed, it is anticipated that the agreement will include the terms provided in the Sample Service Agreement. The city will determine any additional modifications to the terms.

4.2 INSURANCE

During the term of any Service Agreement, the selected entity shall maintain: general liability insurance in an amount not less than ten million dollars (\$10,000,000) per occurrence for bodily injury, personal injury, and property damage; auto liability coverage with a limit of no less than ten million dollars (\$10,000,000) per accident; Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000); as provided more particularly in the Sample Service Agreement (Exhibit C).

4.3 OWNERSHIP AND PUBLIC DISCLOSURE OF QUALIFICATIONS

Upon delivery, all documents will become the property of the City and will be a public record under the Public Records Act. All qualifications shall be a matter of public record, and shall be regarded as public records except for those parts of each submitted qualification, which are legally defined as business or trade secrets, provided that said parts are submitted in a sealed envelope and clearly marked as "trade secret", "confidential," or "proprietary."

4.4 RIGHT TO REJECT OR MODIFY

The City may, at its sole discretion, reject any or all requests for qualifications or waive any irregularities without disqualifying the qualifications. The issuance of this Request for Qualifications does not bind the City to award a service agreement described herein.

4.5 BUSINESS LICENSE

Prior to starting any work related to the Agreement, the selected entity must obtain a City of Pleasanton business license. The business license must be kept in full force and be in effect during the term of the contract.

4.6 REASONABLE INQUIRY

The City may conduct any reasonable inquiries to determine the responsibility of the entity submitting qualifications. The submission of qualifications constitutes permission by the entity for the City to verify all information contained herein. If the City deems it necessary, additional information may be requested from any entity submitting qualifications. Failure to comply with any such request may disqualify an entity from consideration.

Exhibits:

- A – Pleasanton Rides Application
- B – Pleasanton Rides Service Map
- C – Sample Service Agreement



Pleasanton Rides Application



LAST NAME _____ FIRST NAME _____ MIDDLE I _____
 / / _____ ☐ MALE ☐ FEMALE _____
 DATE OF BIRTH _____ EMAIL ADDRESS _____

HOME ADDRESS _____ CITY _____ ZIP CODE _____
 () () ()
 HOME PHONE _____ CELL PHONE _____ TDD/TTY _____

NAME OF HOUSING FACILITY (IF APPLICABLE) _____

DO YOU MANAGE YOUR OWN AFFAIRS ☐ YES ☐ NO

IF NO, PLEASE PROVIDE THE NAME AND ADDRESS OF THE PERSON OR ENTITY WHO MANAGES YOUR AFFAIRS:

LAST NAME _____ MIDDLE _____ FIRST _____ RELATIONSHIP _____
 HOME ADDRESS _____ CITY _____ ZIP CODE _____
 () ()
 HOME PHONE _____ CELL PHONE _____ EMAIL ADDRESS _____

AUTOMATIC NOTIFICATIONS

Please place a check in the box of how you want to be notified about your rides (you may select more than one option):

	Telephone Call	Email	Text Message
Reminder the night before	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Confirmation of booking	N/A	<input type="checkbox"/>	<input type="checkbox"/>
Confirmation of cancellation	N/A		<input type="checkbox"/>

What is your living arrangement? ☐ Live alone ☐ Live w/spouse or partner ☐ Live with adult child

☐ Live in a skilled nursing facility/nursing home ☐ Live in assisted living/residential care home

☐ Other: _____

Do you use any of the following mobility aids or specialized equipment?

☐ Cane ☐ White Cane ☐ Walker ☐ Manual Wheelchair ☐ Portable Oxygen Tank
☐ Power Wheelchair ☐ Power Scooter ☐ Service Animal ☐ Other: _____

Do you need a wheelchair lift to get in and out of a vehicle? ☐ Yes ☐ No ☐ Don't know

MOBILITY DEVICE

Please note: Pleasanton Rides buses are designed to accommodate a "common wheelchair" which is defined by the ADA Regulations as up to 30" wide and 48" long when measured 2" from the floor and weigh less than 600lbs when occupied (mobility device rider, typical equipment and personal belongings, combined). Transfer chairs are not allowed. If your mobility device is larger or heavier, when occupied, you may be asked to come in for an evaluation and Pleasanton Rides may not be able to assist. This is for your own safety. Pleasanton Rides vehicle lifts are manufactured to handle up to approximately 600 pounds as regulated by the ADA. Riders must provide their own lap belt if using a mobility device.

Based on the above description, is your mobility device oversized? ☐ Yes ☐ No

Does your mobility device weigh less than 600 pounds when occupied? ☐ Yes ☐ No

If your mobility device's total weight exceeds 600 pounds while occupied, would you be able to carry your own typical equipment and personal belongings and board separately from your mobility device without assistance? ☐ Yes ☐ No

Please describe your disability or disabling health condition – check all that apply:

- ☐ Auditory ☐ Cardiac ☐ Cognitive Disorder ☐ Diabetes ☐ Physical Disorder
☐ Pulmonary ☐ Seizures ☐ Speech Disorder ☐ Visual Disorder
☐ Other (please explain) _____

Is the above condition you describe: ☐ Permanent ☐ Temporary until: _____

PERSONAL CARE ATTENDANT

A personal care attendant is someone who assists with you daily life activities (eating, dressing, personal hygiene, carrying packages, finding your way, etc.). An attendant does not always have to be the same person. Pleasanton Rides Drivers are not personal care attendants, nor does Pleasanton Rides provide attendants.

Do you travel with a personal care attendant? ☐ Yes ☐ No

If yes, complete the following information and sign. Pleasanton Rides reserves the right to provide our own assessment and, if necessary, require your need for an attendant. Please explain how your attendant helps you:

EMERGENCY CONTACT

LAST NAME	MIDDLE	FIRST	RELATIONSHIP
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HOME ADDRESS	CITY	ZIP CODE
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() HOME PHONE	() CELL PHONE	EMAIL ADDRESS
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APPLICANT CERTIFICATION

I certify that the information in this application is true and correct. I understand that knowingly falsifying information will result in denial of service. I understand that fraudulently claiming to travel with an attendant to avoid paying the fare for a companion may result in suspension of service. I give the City permission to contact me about my paratransit service experience and to verify my enrollment with East Bay Paratransit, Wheels Dial-A-Ride or Union City Paratransit. I understand that my application information will be kept confidential; only information required to provide service or verify service quality will be disclosed under any circumstances.

I have read and understand my responsibilities as outlined in the Pleasanton Rides Rider's Guide.

Applicant's Signature: _____

Date: _____

Care Provider's Signature: _____

Date: _____

Name of person who assisted you with application _____

Phone number of person who assisted you with application _____

☐ Please check here if you would like to receive information about the City of Pleasanton Library and Recreation Department Fee Assistance Program. Funds for this program are issued to residents who meet eligibility requirements and may be used for transportation fees.

Please return completed form to:

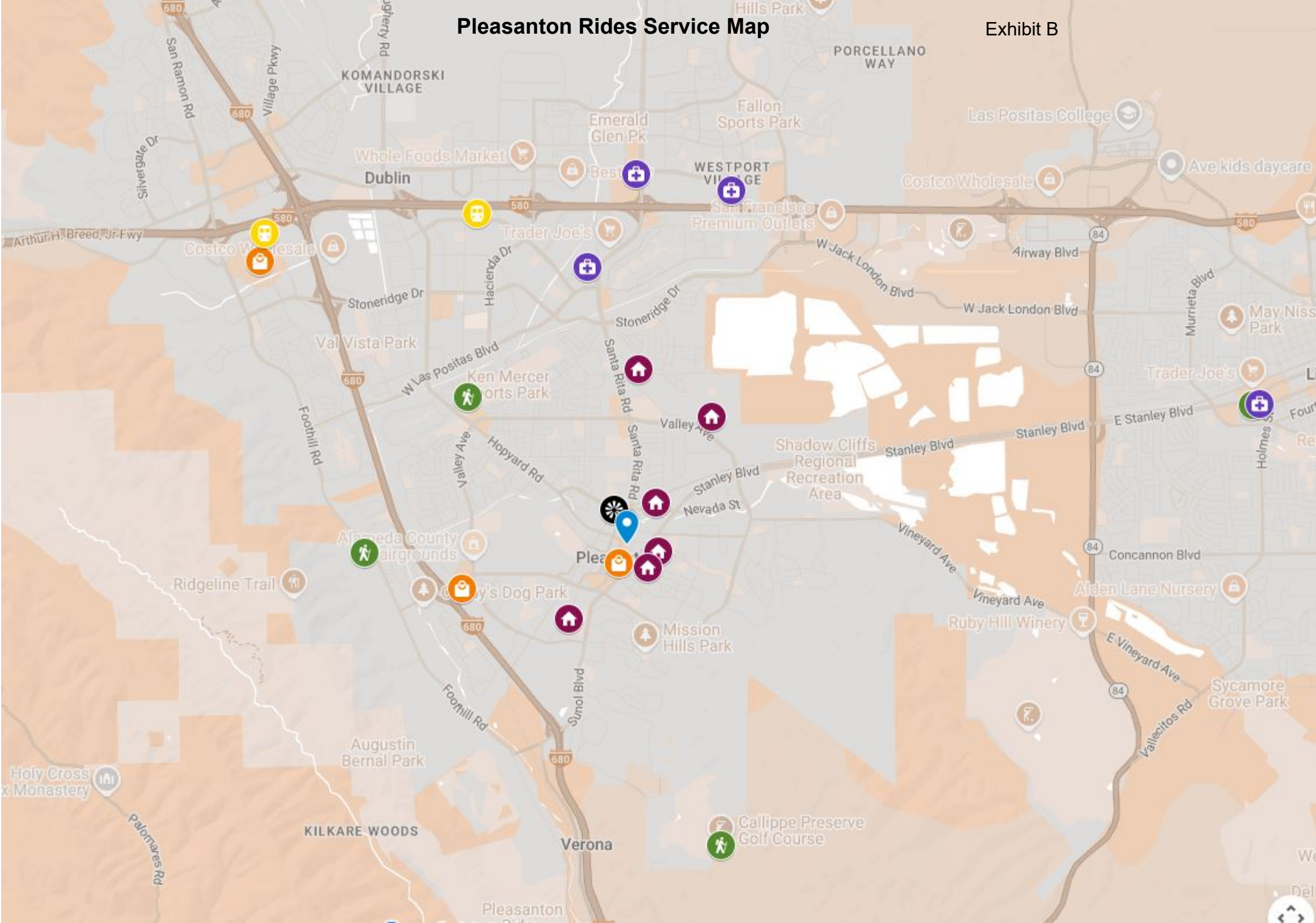
**Pleasanton Rides
Black Tie Transportation
7080 Commerce Drive
Pleasanton, CA 94588**

Questions about Pleasanton Rides?

Call (925) 398-1045

Pleasanton Rides Service Map

Exhibit B



AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 201_ by and between _____, ("Contractor"), whose address is _____, and telephone number is _____ (_____) _____ and the City of Pleasanton, a municipal corporation ("City").

In consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. Services to be performed. The services to be provided are set forth in the attached Exhibit A, and includes Contractor providing the equipment described in Exhibit B.
2. Compensation. City shall pay Contractor as described in Exhibit C.
3. Method of Payment. Payment shall occur monthly. Requests submitted promptly as of the 20th day of each month will be paid by the 10th day of the following month.
4. Indemnification. Contractor shall hold harmless, defend, and indemnify the City, its officers, and employees, against any and all claims, costs, demands, causes of action, lawsuits, losses, expenses or liability, including attorneys' fees, arising from or the alleged acts or omissions of Contractor, its subcontractors, or agents, or anything arising from this Agreement.
5. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect, at its own cost and expense, insurance coverages with insurers with an A.M. Best's rating of no less than A:VII. Contractor shall have the obligation to furnish City, as additional insured, the minimum coverages identified below, or such greater or broader coverage for City, if available in the Contractor's policies:
 - a. **General Liability and Bodily Injury Insurance.** A commercial general liability insurance for at least \$10,000,000 per occurrence for bodily injury, personal injury, and property damage and provide that the City, its officers, employees and agents are named additional insureds under the policy as evidenced by an additional insured endorsement satisfactory to the City Attorney. The policy shall state in writing either on the Certificate of Insurance or attached rider thereof that this insurance will operate as primary insurance for work performed by Contractor and its subcontractors, and that no other insurance effected by City or other named insured will be called on to cover a loss covered thereunder.
 - b. **Automobile Liability Insurance.** Automobile liability insurance in an amount not less than \$10,000,000 per person/per occurrence.
 - c. **Workers' Compensation Insurance.** Workers' Compensation Insurance for all of Contractor's employees, all in strict compliance with State laws, and to protect the City from any and all claims thereunder, including waiver of subrogation.

Exhibit C

d. **Certificate of Insurance.** Contractor shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

6. **Independent Contractor.** The Contractor is an independent contractor retained by the City to perform the work described herein. All personnel employed by the Contractor, including subcontractors, and personnel of said subcontractors, are not and shall not be employees of the City. Contractor's drivers shall meet the requirements set forth in the attached Exhibit D and include, but not be limited to drug testing and background checks.

7. **Miscellaneous Provisions.**

a. City may terminate this Agreement at any time by mailing notice to Contractor at the address first stated above. Contractor shall be paid for that portion of work completed when notice is received.

b. Contractor shall not assign or transfer this Agreement.

c. In the performance of this Agreement, Contractor, its employees and agents shall have the status of independent contractor, and not an employee of the City for any purpose.

d. If either City or Contractor waive a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.

e. This Agreement constitutes the entire understanding of the parties.

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

CITY OF PLEASANTON

CONTRACTOR

Gerry Beaudin, City Manager

By: _____
Signature

Exhibit C

Print name

ATTEST:

Title: _____

Jocelyn Kwong, City Clerk

*[If Consultant is a corporation, signatures must
comply with California Corporations Code §313]*

APPROVED AS TO FORM:

By: _____
Signature

Daniel G. Sodergren, City Attorney

Print name

Title: _____