CITY OF RICHMOND CONTRACT AMENDMENT

Project Manager: Delmy Cuellar				
Project Manager E-mail:	Project Manager Phone No:			
Delmy_Cuellar@ci.richmond.ca.us	(510) 620-6790			
P.R. No: Vendor No: 11235	P.O./Contract No: 5641			
Description of Services: Actuarial Valuation services for closed Pension Plans and Post	Retirement Medical program.			
Amendment No. 1 modifies the: (2 nd or subsequent Term, Payment Limit and Service Plan Term and Service Plan	ent amendments attach Amendment History page) Payment Limit and Service Plan Service Plan			
The parties to this Contract Amendment do mutu	ually agree and promise as follows:			
	act Amendment are the City of Richmond,			
California, a municipal corporation (City), and the	e following named Contractor:			
Northern Consulting A Company Name:	Actuaries, Inc. DBA Van Iwaarden Assoc.			
Street Address: 100 South 5th Street	, Suite 1900			
City, State, Zip Code: Minneapolis, MN	N 55402-1010			
Contact Person: Mark Schulte				
Telephone: (612) 596-5971	Email: MarkS@vaniwaaden.com			
Business License No: 40050565 /	Expiration Date: August 10, 2022			
	ability corporation general partnership, n-profit corporation,			
2. <u>Purpose</u> . This Contract Amendm	ent is being entered into to amend the Contract			
between City and Contractor which was approve	ed by the City Council of the City of Richmond or			
executed by the City Manager on June 15,	, which original term commenced			
on July 1, 2021 and terminates	June 30, 2022 with an original			
contract payment limit of \$26,000.00	. Said contract shall hereinafter be referred			
to as the "Original Contract" and is incorporated	herein by reference.			
3. <u>Original Contract Provisions</u> . The	e parties hereto agree to continue to abide by			

those terms and conditions of the Original Contract, and any amendments thereto, which are

unaffected by this Contract Amendment.

- 4. <u>Amendment Provisions</u>. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.
- City of Richmond Business License Active Status Maintained. Pursuant to
 Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business
 license for this Contract Amendment to be deemed to be in effect.
- 6. <u>Insurance Coverage Updated and Maintained.</u> Pursuant to the Original Contract, the Contractor shall provide the City with updated insurance certificates, and the Contractor shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.
 - 7. <u>Signatures</u>. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND, CALIFORNIA a municipal corporation

Docusigned by:

Shasa (w)

By

Title:

I hereby certify that the Original Contract and this Amendment have been approved by the City Council or executed by the City Manager.

Approved as to form:

By _______City Attorney

List of Attachments:

- 1. Amendment Provisions
- 2. Updated Insurance Certificates

Contract Amendment/EJ/TE 09-26-07

CONTRACTOR:

Northern Consulting Actuaries, Inc. DBA Van Iwaarden Assoc.

(*The Corporation Chairperson of the Board, President or Vice-President sheeds ভাষ্ট্ৰৰ তn the line below.)

By Mark Schulte

President

Title:

(*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)

By:

Docusigned by:

Mark Sulute

O4C8DC3DF08D4A8...

President

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313.

Contract Amendment betw	een the City of Richmond and
Northern Consulting A	ctuaries, Inc. DBA Van Iwaarden Assoc
Amendment No	P.O./Contract No.

in ivo.

5641

AMENDMENT PROVISIONS (PAYMENT LIMIT AND SERVICE PLAN)

1.	increase the payment limit by \$8,000.00 Paragraph 3 of the Original Contract is amended to read as follows:
	"3. Payment Limit. City's total payments to Contractor under this Contract Amendment shall not exceed \$34,000.00 including expenses."
	"The City of Richmond shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the City Manager if the total Contract amount does not exceed \$10,000 or without the prior approval of the City Council if the total Contract amount is over \$10,000."
2.	The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:
	- Prepare FY2021 Pension Tax Override Funding Limitation Exhibit.
	- Prepare FY2022 Pension Tax Override Funding Limitation Exhibit.

- Ad-Hoc consulting services.

 Exhibit	F
Section	8

City of Richmond - Insurance Requirements - Type 2: Professional Services

In all instances where CONTRACTOR or its representatives will provide professional services (architects, engineers, construction management, counselors, medical professionals, hospitals, clinics, attorneys, consultants, accountants, etc.) to the City of Richmond (City), the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability coverage, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

- 1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001), and including coverage for bodily and personal injury, property damage, and products and completed operations (if applicable).
- 2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
- 3. Original and Separate Additional Insured Endorsement for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
- 4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
- 5. Original and Separate Waiver of Subrogation for Workers' Compensation insurance.
- 6. Professional Liability or Errors & Omissions Liability Insurance appropriate to the CONTRACTOR's profession (if required.)

Required Coverage	Minimum Limits
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 .
General Liability (primary and excess limits combined)	\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit. Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.

 Exhibit F
Section 8

City of Richmond - Insurance Requirements - Type 2: Professional Services

Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage.			
Professional Liability or Errors & Omissions Liability – Required for all professionals including architects, engineers, consultants, construction management, counselors, medical professionals, hospitals, clinics, attorneys and accountants, & other consultants as may be required by the City.	PROJECT COST \$0 - \$1 million \$1 million - \$5 million Over \$5 million	REQUIRED LIMIT \$1 million p/o \$2 million p/o \$5 million p/o		

Required Policy Conditions	
Additional Insured Endorsement	Applicable to General Liability coverage.
	The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.
	ISO form CG 20 10 (11/85) or its equivalent is required. If the Contractor is supplying their product or providing a service then the endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61 .
Primary and Noncontributory	The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.
Waiver of Subrogation Endorsement Form	Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61 .
Deductibles and Self-Insured Retentions	Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.
A. M. Best Rating	A: VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverage's and cover those insured in the underlying policies.

Claims-Made Policies

 Exhibit	F
Section	8

City of Richmond - Insurance Requirements - Type 2: Professional Services

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City <u>before work may begin</u>. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manger. However, CONTRACTOR must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

Type 2 – Page 3 of 3

NORTCON-47

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/19/2021

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 have ADDITIONAL INSURED provisions or 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).

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PROD	UCER License # 0757776				CONTA NAME:	^{c⊤} Melissa .	Jordan				
	International Insurance Services (SC Americas Parkway	OW)			PHONE (A/C, No			F	AX A/C, No):		
Suite	720						jordan@hu	binternational.			
Albu	querque, NM 87110				,,,,,,,,,,			RDING COVERAGE			NAIC#
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	Northern Consulting Actuar	ies Ir	nc db	a Van Iwaarden	INSURE						
	Associates										
	100 South 5th St Suite 1900 Minneapolis, MN 55402				INSURE						
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,	City of Richmond, its Office Volunteers 450 Civic Center Plaza Richmond, CA 94804	rs, O	fficia	ls, Employees and	SHC THE ACC	ULD ANY OF	N DATE TH TH THE POLIC	ESCRIBED POLICIE EREOF, NOTICE Y PROVISIONS.			

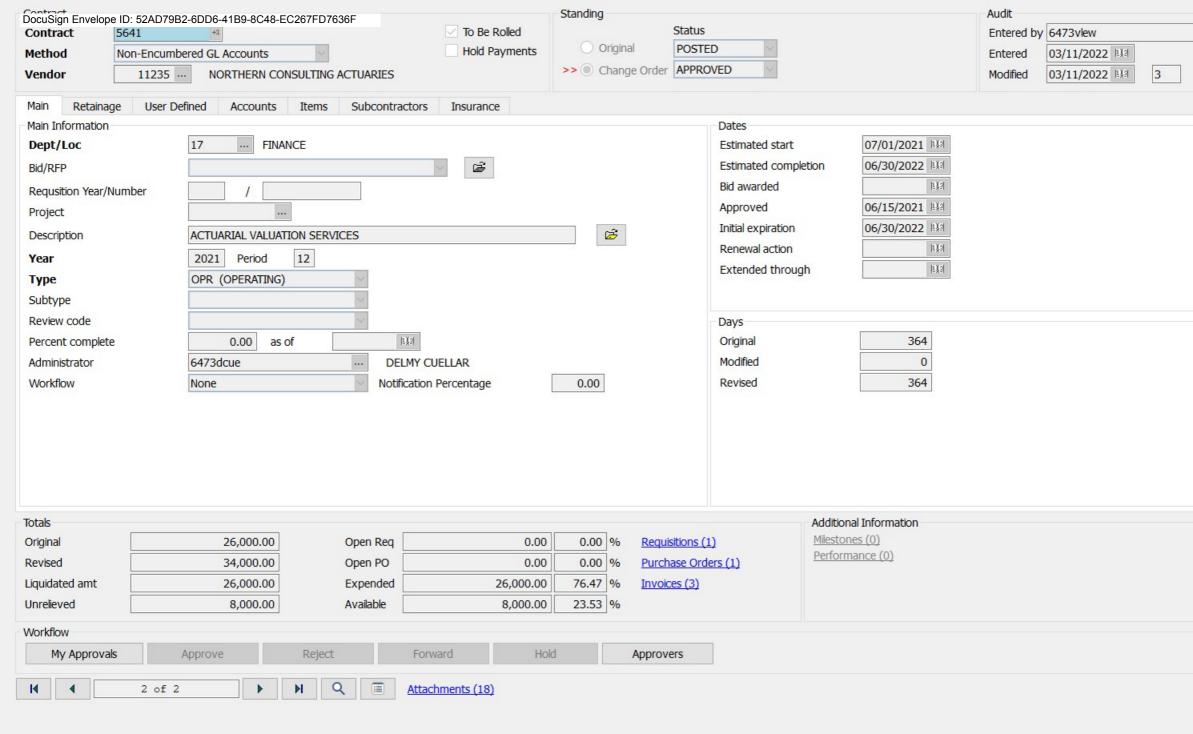


CITY OF RICHMOND

Standard Contract Approval and Execution Routing Slip

Description of Department: Fir	Services Actuarial nance t Amount: \$26,00 : \$34,000.00		etirement Medical Program. Ver	ndor #11235 Phone: 510-620-6790 221 to 6/30/2022
Step 1:		Staff Preparation		
	1. Check One8. Check Applicable boxes	Check One ☐ Emergency Justification ☐ Sole Source Approval Sig ☑ Evidence of Competitive I 2. Prepare Scope of Work 3. Add Insurance Provisions 4. Obtain Tentative Contract General Conditions, Insur 5. Prepare Contract 6. Secure Legal Opinion 7. Purchasing Division App ☐ Council Approval (over \$10,000) (Council ☐ Finance Committee Appre (over \$100,000) (Commit ☐ This contract is grant fund	Bidding tor Approval (Scope of rance Provisions) proval in Munis I Meeting Date) oval ittee Meeting Date)	V V V
Step 2:	Council App	oroval Process (Contracts a	bove \$10,000)	
Using Age	enda Plus Sys	tem to Place Items on the C	City Council Agend	da for Action
Step 3:	After City C	ouncil Approval, Project	Manager Execut	tes Contract by
additiona	al Insurance Endo	ature on 3 original contracts and a presement actor Signed Documents		rtificate and
City Clerk e		act received City Council approv	_	e cy Clerk Signature
May	Attorney	Delivered Date	Cn	Return Date

City Clerk will return two original documents to Project Manager for the contractor and department and place a copy on the Intranet



REQUEST FOR LEGAL OPINION

Print Document - Add Attachments - Deliver to City Attorney's Office

D Chance	1 22 4 1		la.	D: (E40)C20 CE04
Department: Finance		by: <u>Jerry Guru</u>	<u>ie</u>	Phone: <u>(510)620-6591</u>
Subject: Contract Amendment #1 for Van Iwa	arden Assoc	ciates		
Resolution: Ordinance: C	ontract:	✓ RFP/Q:	Opinion:	Review:
Please indicate the nature of your reques	t and the p	ourpose of the	e contract or doc	ument to be reviewed
Staff needs to complete a Contract Amendment scope of work.	for Van Iwa	arden Associate	es for additional proj	ects outside of the origina
scope of work.				
(Items must have completed th	e review ni	OCASS REFOR	PE placement on th	ae Agenda)
	—	ocess BLI O N	L placement on the	
Deadline for opinion? 03/10/2022	Meeti		oose one): City	Agency Authority
List Attachments:		Date		
- Original Contract				
- Contract Amendment #1				
RESPONSE	BY CITY	ATTORNEY'	S OFFICE	
APPROVED SUBJECT TO CHANGES S	HOWN	REPL	Y ATTACHED	OTHER
				_
1 st Review Date:		2 nd Reviev	v Date:	
1 st Review Date: 3 rd Review Date:		2 nd Reviev	v Date:	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/10/2022

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 have ADDITIONAL INSURED provisions or 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).

this certificate does not confer rights to	the	certi	ficate holder in lieu of su						
PRODUCER				CONTAC NAME:		BRIMEYER			
StateFarm KIM NYBO INSURANCE AGENCY INC				PHONE (A/C, No, Ext): 612-767-7775 FAX (A/C, No): 612-767-7575					
2724 UNIVERSITY AVE	SE			E-MAIL ADDRESS: AMBER@KIMNYBO.COM					
MINNEAPOLIS, MN 55	414							NAIC#	
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INSURED			INSURER B:						
NORTHERN CONSULTING ACTUARIES			INSURER						
dba VAN IWAARDEN ASSO	CIATE	S		INSURER					
10 S 5TH ST STE 840				INSURER					
MINNEAPOLIS, MN 55402-	1010			INSURER		THE RESERVE OF THE PARTY OF THE			
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CITY OF RICHMOND IT OFFICERS OFFICIALS,			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
EMPLOYEE AND VOLUNTEERS			AUTHOR	IZED REPRESE	NTATIVE			*****	

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RICHMOND, CA 94804-1661

NORTCON-47

MJORDAN1

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/19/2021

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thi	s certificate does not confer rights t	o the	cert	ificate holder in lieu of su							
PROD	UCER License # 0757776				CONTA NAME:	^{c⊤} Melissa .	Jordan				
HUB International Insurance Services (SOW) 6565 Americas Parkway			PHONE FAX (A/C, No, Ext): (A/C, No):								
Suite	720				E-MAIL ADDRESS; melissa.jordan@hubinternational.com						
Albu	querque, NM 87110				,,,,,,,,,			RDING COVERAGE			NAIC #
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	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT		\$	
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EN			
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CFR	TIFICATE HOLDER				CANO	ELLATION					
,	City of Richmond, its Office Volunteers 450 Civic Center Plaza Richmond, CA 94804	rs, O	fficia	ls, Employees and	SHC THE ACC	ULD ANY OF	N DATE TH TH THE POLIC	ESCRIBED POLICIE EREOF, NOTICE Y PROVISIONS.			

3 State Farm Plaza South P2 Bloomington, IL 61791-0001



CITY OF RICHMOND 450 CIVIC CENTER PLAZA RICHMOND CA 94804-1630 State Farm Fire and Casualty Company A stock company with home offices in Bloomington, Illinois

Effective date: January 1, 2022

Expiration date: January 1, 2023

Renewal Declarations

Policy number: 93-ED-D044-9
Policy period: 12 months

The policy period begins and ends at 12:01 am standard time at the premises location.

OFFICE POLICY

Automatic renewal - If the State Farm® policy period is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

NAMED INSURED

NORTHERN CONSULTING ACTUARIES DBA VAN IWAARDEN ASSOCIATES

ENTITY

Corporation

IMPORTANT MESSAGE(S)

To obtain a copy of your policy, please contact your State Farm Agent.

POLICY PREMIUM

This is not a bill. If an amount is due, then a separate statement will be sent prior to the due date. The premium(s) shown below is the 12 months premium(s) for the characteristics of the policy as described in this Declarations.

Premium: \$951.00

Minnesota Fire Safety Surcharge: \$1.47 Minnesota Firefighters Relief Surcharge: \$2.15

Total Premium: \$954.62

Discounts applied:

Automatic Sprinkler Protection

Renewal Discount

Business Experience Rating

Protective Devices

Years in Business

Policy Number: 93-ED-D044-9

Prepared: October 24, 2021

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Page 1 of 6



SECTION I - PROPERTY SCHEDULE

Location number	Location of described premises	Limit of Insurance* Coverage A - Building	Limit of Insurance* Coverage B - Business Personal Property	Seasonal increase - Business Personal Property
002	50 S 6th St Ste 975	No Coverage	\$38,138	25%
	Minneapolis MN 55402-1557			
003	12450 Wayzata Blvd Ste 100	No Coverage	\$11,862	25%
	Minnetonka MN 55305-1926			

^{*} As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

SECTION I - INFLATION COVERAGE INDEX(ES)

Cov A - Inflation Coverage Index: N/A
Cov B - Consumer Price Index: 273.6

SECTION I - DEDUCTIBLES

BASIC DEDUCTIBLE \$500

SPECIAL DEDUCTIBLES:

Employee Dishonesty: \$250
Equipment Breakdown: \$500
Money and Securities: \$250

Other deductibles may apply - refer to policy.

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See schedule". If a coverage does not have a corresponding limit shown below, but has "Included" indicated, refer to that policy provision for an explanation of that coverage.

Coverage	Limit of Insurance
Accounts Receivable	See Schedule
Arson Reward	\$5,000
Back-up of Sewer or Drain	See Schedule
Collapse	Included
Damage to Non-owned Buildings from Theft, Burglary or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$5,000
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery or Alteration	\$10,000
Glass Expenses	Included

Policy Number: 93-ED-D044-9



Coverage	Limit of Insurance
Money Orders and Counterfeit Money	\$1,000
Money and Securities	See Schedule
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000
Ordinance or Law - Equipment Coverage	Included
Outdoor Property	See Schedule
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$5,000
Personal Property Off Premises	\$15,000
Pollutant Clean Up and Removal	\$10,000
Preservation of Property	30 days
Property of Others (applies only to those premises provided Coverage B - Business Personal Property)	See Schedule
Signs	See Schedule
Unauthorized Business Card Use	\$5,000
Valuable Papers and Records	See Schedule
Water Damage, Other Liquids, Powder or Molten Material Damage	Included

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - SCHEDULE

The coverages and corresponding limits shown below apply only to the described premises as shown.

Location number	Coverage	Limit of Insurance
002	Accounts Receivable	
	On Premises Limit	\$50,000
	Off Premises Limit	\$15,000
	Back-up of Sewer or Drain	\$15,000
	Money and Securities	
	On Premises Limit	\$10,000
	Off Premises Limit	\$5,000
	Outdoor Property	\$5,000
	Property of Others (applies only to those premises provided Coverage B-Business Personal Property)	\$2,500
	Signs	\$2,500



Location number	Coverage	Limit of Insurance
	Valuable Papers and Records	
	On Premises Limit	\$50,000
	Off Premises Limit	\$15,000
003	Accounts Receivable	
	On Premises Limit	\$50,000
	Off Premises Limit	\$15,000
	Back-up of Sewer or Drain	\$15,000
	Money and Securities	
	On Premises Limit	\$10,000
	Off Premises Limit	\$5,000
	Outdoor Property	\$5,000
	Property of Others (applies only to those premises provided Coverage B-Business Personal Property)	\$2,500
	Signs	\$2,500
	Valuable Papers and Records	
	On Premises Limit	\$50,000
	Off Premises Limit	\$15,000

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

Coverage	Limit of Insurance
Dependent Property - Loss of Income	\$5,000
Employee Dishonesty	\$10,000
Loss of Income and Extra Expense	12 Months Actual Loss Sustained
Utility Interruption - Loss of Income	\$10,000

SECTION II - LOCATION SCHEDULE

Location number	Location of described premises
002	50 S 6th St Ste 975
	Minneapolis MN 55402-1557
003	12450 Wayzata Blvd Ste 100 Minnetonka MN 55305-1926

Policy Number: 93-ED-D044-9



SECTION II - LIABILITY

Coverage	Limit of Insurance
Coverage L - Business Liability Per Occurrence	\$2,000,000
Coverage M - Medical Expenses	\$5,000 Any One Person
Damage to Premises Rented to You	\$300,000
Hired Auto Liability	Included in Coverage L
Aggregate Limits	Limit of Insurance
Products/Completed Operations Aggregate	\$4,000,000
General Aggregate	\$4,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II – Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

553-2795 MN	Fire Safety Surcharge
CMP-4100	Businessowners Coverage Form
CMP-4223.1	Amendatory Endorsement (Minnesota)
CMP-4536	Additional Insured - Owners, Lessees or Contractors (Scheduled)
CMP-4561.1	Policy Endorsement
CMP-4703.1	Utility Interruption - Loss of Income
CMP-4704.1	Dependent Property - Loss of Income
CMP-4705.2	Loss of Income and Extra Expense
CMP-4709	Money and Securities
CMP-4710	Employee Dishonesty
CMP-4746.1	Hired Auto Liability
CMP-4785.1	Additional Insured - Owners, Lessees or Contractors (Blanket)
CMP-4787	Waiver of Transfer of Rights of Recovery Against Others To Us
CMP-4788	Additional Insured - Managers or Lessors of Premises
CMP-4819.1	Unauthorized Business Card Use
CMP-4899	Back-up of Sewer or Drain
FD-6007	Inland Marine Attaching Declarations
FE-3650	Actual Cash Value Endorsement
FE-6999.3	Policyholder Disclosure Notice of Terrorism Insurance Coverage

SCHEDULE OF ADDITIONAL INTEREST(S)

Interest type: Owners, Lessees, or Contractors (Schedul

Endorsement number: CMP-4536
Loan number: N/A
CITY OF RICHMOND
450 Civic Center Plaza
Richmond CA 94804-1630

FULL NAMED INSURED

Named Insured: NORTHERN CONSULTING ACTUARIES DBA VAN IWAARDEN ASSOCIATES

Policy Number: 93-ED-D044-9 Prepared: October 24, 2021



This policy is issued by the State Farm Fire and Casualty Company.

PARTICIPATING POLICY

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

President

Secretary

Lynne M. Yourle

NOTICE TO POLICYHOLDER:

Michael Tigron

For a comprehensive description of coverage and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.

Your coverage amount....

It is up to you to choose the coverage and limits that meet your needs. We recommend that you purchase a coverage limit equal to the estimated replacement cost of your structure. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc. using information you provide about your structure. State Farm does not guarantee that any estimate will be the actual future cost to rebuild your structure. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your structure.

3 State Farm Plaza South P2 Bloomington, IL 61791-0001



CITY OF RICHMOND 450 CIVIC CENTER PLAZA RICHMOND CA 94804-1630 State Farm Fire and Casualty Company A stock company with home offices in Bloomington, Illinois

Inland Marine Attaching Declarations

Policy number: 93-ED-D044-9
Policy period: 12 months

The policy period begins and ends at 12:01 am standard time at the premises location.

Effective date: January 1, 2022 Expiration date: January 1, 2023

ATTACHING INLAND MARINE

Automatic renewal - If the State Farm[®] policy period is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Annual policy premium: Included

The above premium amount is included in the Policy Premium shown on the Declarations.

FULL NAMED INSURED

Named Insured: NORTHERN CONSULTING ACTUARIES DBA VAN IWAARDEN ASSOCIATES

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS, OPTIONS AND ENDORSEMENTS

FE-8739 Inland Marine Conditions

FE-8743.1 Inland Marine Computer Property Form

See below for schedule page with limits

ATTACHING INLAND MARINE SCHEDULE PAGE

Endorsement number	U		Deductible amount	Annual premium
FE-8743.1	FE-8743.1 Inland Marine Computer Property Form		\$500	Included
	Loss of Income and Extra Expense	\$25,000		Included

Other limits and exclusions may apply - refer to your policy.

Policy Number: 93-ED-D044-9

Prepared: October 24, 2021

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Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRACTORS (Scheduled)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 93-ED-D044-9

Named Insured:

NORTHERN CONSULTING ACTUARIES DBA VAN IWAARDEN ASSOCIATES

100 S 5TH ST STE 1900

MINNEAPOLIS MN 55402-1267

Name And Address Of Additional Insured Person Or Organization:

CITY OF RICHMOND ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS 450 Civic Center Plaza Richmond CA 94804-1630

 SECTION II — WHO IS AN INSURED of SECTION II — LIABILITY is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:

a. Ongoing Operations

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for that additional insured; or

b. Products-Completed Operations

"Your work" performed for that additional insured and included in the "products-completed operations hazard".

- **2.** Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.
- 3. Primary Insurance. The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

All other policy provisions apply.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 93-ED-D044-9

Named Insured:

NORTHERN CONSULTING ACTUARIES DBA VAN IWAARDEN ASSOCIATES

100 S 5TH ST STE 1900

MINNEAPOLIS MN 55402-1267

Name And Address Of Person Or Organization:

CITY OF RICHMOND ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS 450 Civic Center Plaza Richmond CA 94804-1630

The following is added to Paragraph 10.b. of SECTION I AND SECTION II — COMMON POLICY CONDITIONS:

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" done under contract with that person or organization and included in the "products-completed operations hazard".

This waiver applies only to the person or organization shown in the Schedule.

All other policy provisions apply.

5.

CITY OF RICHMOND STANDARD CONTRACT

Department: Finance		Project Manager: Delmy Cuellar
Project Manager E-mail: Delmy_Cuellar@ci.richmond.ca.us		Project Manager Phone No:
		(510) 620-6790
PR No:	Vendor No: 11235	P.O./Contract No: 5641
Description of Services:		
Actuarial Valuation services for closed Pension Plans and Post Retirement Medical program.		

The parties to this STANDARD CONTRACT do mutually agree and promise as follows:

1.	Parties. The parties to this Contract are the City of Richmond (herein referred to as the "City") and the following named Contractor: Northern Consulting Actuaries, Inc. DBA Van Iwaarden Assoc. Company Name:
	Street Address: 100 South 5th Street, Suite 1900
	City, State, Zip Code: Minneapolis, MN 55402-1010
	Contact Person: Mark Schulte
	Telephone: (612) 596-5971 Email: MarkS@vaniwaaden.com
	Business License No: 40050565 / Expiration Date: August 10, 2021
	A California corporation, limited liability corporation general partnership, limited partnership, non-profit corporation, individual dba as [specify:] other [specify:]
2.	Term. The effective date of this Contract is July 1, 2021 and it terminates June 30, 2022 unless terminated as provided herein.
3.	Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ 26,000.00 . City shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the City Council or City Manager.
4.	Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

<u>City's Obligations.</u> City shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

LIST OF ATTACHMENTS:

Authorized Representatives and Notices

Service Plan

Payment Provisions

General Conditions

Special Conditions

Insurance Provisions

Standard Contract/EJ/TE 9-26-07

- 6. <u>Authorized Representatives and Notices</u>. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C) which are attached hereto and are incorporated herein by reference.
- 7. <u>General Conditions.</u> This Contract is subject to the General Conditions (Exhibit D) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
- 8. <u>Special Conditions</u>. This Contract is subject to the Special Conditions (Exhibit E) (if any) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein. (Note: other than Public Works contracts, the City will agree to Special Conditions only in unusual circumstances.)
- 9. <u>Insurance Provisions.</u> This Contract is subject to the Insurance Provisions (Exhibit F) which are attached hereto and are incorporated herein by reference.
- 10. <u>Signatures.</u> These signatures attest the parties' Contract hereto:

CITY OF RICHMOND	CONTRACTOR:
a municipal corporation	Northern Consulting Actuaries, Inc. DBA Van
By:	Iwaarden Assoc.
	(* The Corporation Chairperson of the Board, President or Vice President should sign below)
Title:	By: Mund foliat
I hereby certify that this Contract has been approved by City Council.	Title: President
Thas been approved by Oity Council.	Date Signed: 6 /21/702/
By: Janela Christ City Clerk	_ 0 / U// W U/
Oity Oicik	(* The Corporation Chief Financial Officer,
Ammought and to to make	Secretary or Assistant Secretary should sign below)
Approved as to form:	By: Much bolight
Joseph	Title: CFO
City Attorney	Date Signed: 6/2//2021
	(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) must
	be signed by (a) the Chairperson of the Board, President or Vice-President <u>and</u> (b) the
	Secretary any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.

Exhibit A Exhibit B

Exhibit C

Exhibit D

Exhibit E

Exhibit F

BAB FOR B. BROWN G/28/21

For the Contract between the City of Richmond and Northern Consulting Actuaries, Inc. DBA Van Iwaarden Assoc.

EXHIBIT A SERVICE PLAN

	Inance Director	
Contractor shall, to the satisfaction of the	, perform th	е
following services and be compensated as	outlined below:	

- Discuss administrative draft of the report with city personnel at city location. An annual meeting or video conference with City staff or the City Council are included.
- Present final report at regularly scheduled City Council meeting. Preparation and additional meetings shall be billed at regular hourly rates.
- City valuation report date will be the beginning of the fiscal year in July. Contractor shall continue preparing the City July 1 actuarial valuations.
- Conduct initial discussions with the City to develop an in-depth understanding of its post-retirement health care plan in order to learn about data availability, management information system capabilities and to discuss specific issues the City would like to address during the review.
- Submit written data requests to the City (email is acceptable).
- Gather and compile data provided by the City and review for reasonableness. Anomalies (if any) should be identified and clarified as appropriate.
- Provide City with professional services and dedicated personnel to perform the following:
- Analyze the data to assess any inconsistencies and make recommendations for enhancing data quality
- Prepare actuarial valuation reports every other year for General Pension, Garfield Pension, Police and Fire Pension Plans that follow GASB 67/68 standards, and City OPEB and RPOA OPEB Plans that follow GASB 74/75 standards.
- Prepare the necessary material for the Comprehensive Annual Financial Report (CAFR) to comply with GASB OPEB reporting and disclosure requirements.
- Prepare an analysis to determine how establishing a trust or equivalent arrangement would affect the interest rate assumption. Timing considerations of establishing the trust should also be considered.
- Prepare a cash flow analysis (the "pay-as-you-go-cost"). Standard reports include benefit payout projections, broken out by current and future retirees.
- Prepare a sensitivity analysis showing the impact of alternative assumptions on the employer's contributions (healthcare trend rates and investment rate assumptions).
- Provide strategies for funding and, reducing costs.

For the Contract between the City of Richmond and Northern Consulting Actuaries, Inc. DBA Van Iwaarden Assoc.

EXHIBIT B PAYMENT PROVISIONS

{PLEASE NOTE THAT THE CITY OF RICHMOND SHALL NOT PAY FOR SERVICES THAT EXCEED THE CONTRACT PAYMENT LIMIT UNLESS A CONTRACT AMENDMENT HAS BEEN APPROVED BY THE CITY COUNCIL OR THE CITY MANAGER}

- 1. Provided Contractor is not in default under this Contract, Contractor shall be compensated as provided below.
- 2. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel etc). Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the City. Contractor may be required to provide back-up material upon request.
- 3. Contractor shall submit timely invoices to the following address:

	Attention: City of Richmond, Finance Department - Accounts Payable
	Project Manager: Delmy Cuellar Department: Finance
	PO Box 4046
	Richmond, CA 94804-0046
4.	All invoices that are submitted by Contractor shall be subject to the approval of the City's Project Manager, Delmy Cuellar before payments shall be authorized.
5.	The City will pay invoice(s) within 45 days after completion of services to the City's satisfaction. The City shall not pay late fees or interest.

- 6. A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.
- 7. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract shall be executed by the City. The insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

For the Contract between the City of Richmond and Northern Consulting Actuaries, Inc. DBA Van Iwaarden Assoc.

EXHIBIT C AUTHORIZED REPRESENTATIVES AND NOTICES

1.	Notices. All notices, demands, statements, or communications provided for by this
	Contract shall be in writing and may be delivered by deposit in the United States mail,
	postage prepaid. Notices to the City shall be addressed to the Department Head and
	(as delineated below in section 1.1) to the project manager responsible for the
	administration of or the supervision of the scope of work under this Contract. Notices to
	the Contractor shall be addressed to the party designated by Contractor (as delineated
	below in section 1.2). Notice shall be deemed delivered (a) upon personal delivery; (b)
	as of the fifth business day after mailing by United States certified mail, postage
	prepaid, addressed to the proper party; or (c) as of 12:00 p.m. on the second business
	day immediately after the day it is deposited with and accepted by Federal Express, or a
	similar overnight courier service, addressed to the proper party and marked for next
	business day morning delivery. For the purposes of this Contract, a "business day"
	means any day Monday through Friday that is not a holiday recognized by the federal
	government or the State of California.

1. 1	CITY hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:
	Delmy Cuellar
	City of Richmond
	450 Civic Center Plaza - Finance Department
	Richmond, CA 94804-0046
1. 2	CONTRACTOR hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:
	Mark Schulte
	Northern Consulting Actuaries, Inc. DBA Van Iwaarden Assoc.
	100 South 5th Street, Suite 1900
	Minneapolis, MN 55402-1010

EXHIBIT D GENERAL CONDITIONS

- 1. <u>Independent Contractor</u>. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, joint venturer or partner of the City, but rather an independent Contractor. This Contract shall not be construed to create an agency, servant, employee, partnership, or joint venture relationship. As an independent Contractor, Contractor shall have no authority to bind City to any obligation or to act as City's agent except as expressly provided herein. Due to the independent Contractor relationship created by this Contract, City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. <u>Brokers</u>. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- 3. <u>City Property</u>. The rights to applicable plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Contract, which, upon request, are to be delivered to City within a reasonable time, shall be deemed assigned to City. If applicable, Contractor shall prepare check prints upon request. Notwithstanding the foregoing, Contractor shall not be obligated to provide to City proprietary software or data which Contractor has developed or had developed for Contractor's own use; provided, however, that Contractor shall, pursuant to Section 15 below, indemnify, defend and hold harmless City from and against any discovery or Public Records Act request seeking the disclosure of such proprietary software or data.
- 4. Patents, Trademarks, Copyrights and Rights in Data. Contractor shall not publish or transfer any materials, discoveries, developments, concepts, designs, ideas, know how, improvements, inventions and/or original works of authorship resulting from activities supported by this Contract without the express prior written consent of the City Manager. If anything resulting from activities supported by this Contract is patentable, trademarkable, copyrightable or otherwise legally protectable, City reserves the exclusive right to seek such intellectual property rights. Notwithstanding the foregoing, Contractor may, after receiving City's prior written consent, seek patent, trademark, copyright or other intellectual property rights on anything resulting from activities supported by this Contract. However, City reserves, and Contractor irrevocably grants, a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with the right to transfer, sublicense, practice and exploit said license and the right to make, have made, copy, modify, make derivative works of, use, sell,

import, and otherwise distribute under all applicable intellectual properties without restriction of any kind said license.

Contractor further agrees to assist City, at City's expense, in every proper way to secure the City's rights in any patents, trademarks, copyrights or other intellectual property rights relating thereto, including the disclosure to City of all pertinent information and data with respect thereto. Contractor shall also assist City in the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which City shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, to waive such rights. Contractor shall further assist City in the execution of all applications, specifications, oaths, assignments, recordations and all other instruments which City shall deem necessary in order to assign and convey to City, and any assigns and nominees the sole and exclusive right, title and interest in and to any patents, trademarks, copyrights or other intellectual property rights relating. thereto. Contractor further agrees that its obligation to execute or cause to be executed, when it is in Contractor's power to do so, any such instruments or papers shall continue during and at all times after the end of Contractor's services and until the expiration of the last such intellectual property right. Contractor hereby irrevocably designates and appoints City, and its duly authorized officers, agents and servants, as its agent and attorney-in-fact, to act for and in its behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters of patents, copyright and other registrations. This power of attorney is coupled with an interest and shall not be affected by Contractor's subsequent incapacity.

- Inspection. Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the CITY, the State of California, and the United States Government.
 - If the project or services set forth in Exhibit A shall be performed on City or other public property, City shall have the right to inspect such work without notice. If such project or services shall not be performed on City or other public property, City shall have the right to inspect such work upon reasonable notice.
- 6. <u>Services</u>. The project or services set forth in Exhibit A shall be performed to the full satisfaction and approval of City. In the event that the project or services set forth in Exhibit A are also itemized by price, City, in its sole discretion, may, upon notice to Contractor, delete certain items or services set forth in Exhibit A, in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor.

Contractor shall, at its own cost and expense, furnish all facilities and equipment necessary for Contractor to complete the project or perform the services required herein, unless otherwise provided in Exhibit A.

7. Records. Contractor shall keep and make available for inspection and copying by authorized representatives of the City, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the City.

Contractor shall retain all documents pertaining to this Contract for a period of five (5) years after this Contract's termination (or for any further period that is required by law) and until all Federal or State audits are complete and exceptions resolved for this contract's funding period. Upon request, CONTRACTOR shall make these records available to authorized representatives of the CITY, the State of California, and the United States Government.

Contractor shall keep full and detailed accounts, maintain records, and exercise such controls as may be necessary for proper financial management under this Contract. The Contractor's accounting and control systems shall be satisfactory to City. Contractor's accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time records, utility bills, invoices and vouchers. The City shall be afforded prompt access to Contractor's records, books, and Contractor shall preserve such project records for a period of at least five (5 years after the termination of this Contract, or for such longer period as may be required by law.

Contractor shall permit City and its authorized representatives and accountants to inspect, examine and copy Contractor's books, records, accounts, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the project or services set forth in Exhibit A, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this Contract and shall provide such assistance as may be reasonably required in the course of such inspection. Contractor shall also allow City access to the record keeping and accounting personnel of Contractor. City further reserves the right to examine and re-examine said books, records, accounts, and data during the five (5 year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for five (5 years after the termination of this Contract.

Pursuant to California Government Code § 10527, the parties to this Contract shall be subject to the examination and audit of representatives of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract. The examination and audit shall be confined to those matters connected with the performance of this Contract including, but not limited to, the cost of administering this Contract.

8. Changes and Extra Work. All changes and/or extra work under this Contract shall be performed and paid for in accordance with the following:

Only the City Council or the City Manager may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such extra and/or changed work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Contract and constitutes extra work, Contractor shall promptly notify City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Contract and constitutes extra work. In the event that City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A change order or Contract Amendment providing for such compensation for extra work shall be negotiated between City and Contractor and executed by Contractor and the appropriate City official.

In the event City determines that such work does not constitute extra work, Contractor shall not be paid extra compensation above that provided herein and if such determination is made by City staff, said determination may be appealed to the City Council; provided, however, a written appeal must be submitted to the City Manager within five (5) days after the staff's determination is sent to Contractor. Said written appeal shall include a description of each and every ground upon which Contractor challenges the staff's determination.

9. Additional Assistance. If this Contract requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue

- any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of Section 8 of these General Conditions.
- 10. Professional Ability. Contractor acknowledges, represents and warrants that Contractor and its employees are skilled and able to competently provide the services hereunder, and possess all professional licenses, certifications, and approvals necessary to engage in their occupations. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Contract. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession. In the event that City, in its sole discretion, desires the removal of any person employed or retained by Contractor to perform services hereunder, such person shall be removed immediately upon receiving notice from City.
- 11. <u>Business License</u>. Contractor shall obtain a Richmond Business License before performing any services required under this Contract. The failure to so obtain such license shall be a material breach of this Contract and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual or extraordinary circumstances without necessitating any modification of this Contract to reflect such waiver.
- 12. Termination Without Default. Notwithstanding any provision herein to the contrary, City may, in its sole and absolute discretion and without cause. terminate this Contract at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. Contractor may terminate this Contract at any time in its sole and absolute discretion and without cause upon 30 days' written notice to City. In the event of termination by either party, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; (2) necessary materials or services of others ordered by Contractor for this Contract, prior to receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to City. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

- 13. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Contract, City may immediately terminate this Contract by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided in Section 12 of these General Conditions; provided, however, there shall be deducted from such amount the amount of damage, including attorney's fees, expert witness fees and costs, if any, sustained by City by virtue of Contractor's breach of this Contract. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.
- 14. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Contract. Contractor further acknowledges, represents and warrants that no City official or employee has any economic interest, as defined in Title 2, California Code of Regulations §§ 18703.1 through 18703.5, with Contractor that would invalidate this Contract. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Contract, all consideration received under this Contract shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Contract for one (1) year.

15. Indemnification.

(a) If this Contract is a contract for design professional services subject to California Civil Code Section 2782.8(a) and Contractor is a design professional, as defined in California Civil Code Section 2782.8(b)(2), Contractor shall hold harmless, defend and indemnify the City, its officers, agents, employees, and volunteers from and against any and all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor, except where caused by the active negligence, sole negligence, or willful misconduct of the City. To the fullest extent permitted by law. Contractor shall immediately defend and indemnify the City and its officers, agents, employees, and volunteers from and against any and all liabilities, regardless of nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, any and all claims, losses, damages, penalties, fines, and judaments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Contractor's obligation to

- indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party.
- (b) If this Contract is not a contract for design professional services subject to California Civil Code Section 2782.8(a) or Contractor is not a design professional as defined in California Civil Code Section 2782.8(b)(2), Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, employees and volunteers from any and all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by Contractor or any person directly or indirectly employed by, or acting as, the agent for Contractor in the performance of this Contract, including the concurrent or successive passive negligence of the City, its officers, agents, employees or volunteers.
- (c) It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its officers, agents, employees, and volunteers, immediately upon tender to Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend under this Section 15. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent counsel if Contractor asserts that liability is caused in whole, or in part, by the negligence or willful misconduct of an indemnified party.
- (d) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section 15 survives completion of the services or the termination of this Contract. The provisions of this Section 15 are not limited by, and do not affect, the provisions of this Contract relating to insurance.
- (e) Acceptance of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this Section 15. This Section 15 shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.
- 16. <u>Safety</u>. Contractor acknowledges that the City is committed to the highest standards of workplace safety. Contractor shall perform all work hereunder in full compliance with applicable local, state and federal safety requirements including but not limited to Occupational Safety and Health Administration requirements, and shall assume sole and complete

responsibility for the safety of Contractor's employees and any subContractor's employees. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the City by telephone.

- 17. <u>Insurance</u>. Insurance requirements are set forth in Exhibit F to this Contract. Contractor shall abide by the insurance requirements set forth in said Exhibit F.
- Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Contract.
- 19. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Contract, including without limitation environmental laws, employment discrimination laws and prevailing wage laws. Compliance under this provision includes compliance with all provisions of the Richmond Municipal Code ("Municipal Code"), including Chapters 2.50, 2.52, 2.56, and 2.60, if applicable.

Contractor acknowledges that under § 2.60.070 of the Municipal Code ("Living Wage Ordinance"), Contractor shall promptly provide to City documents and information verifying its compliance with the Living Wage Ordinance. Also as prescribed in § 2.60.070, Contractor shall notify each of its affected employees with regards to the wages that are required to be paid pursuant to the Living Wage Ordinance.

Contractor shall comply with § 2.28.030 of the Municipal Code, obligating every Contractor or subcontractor under a contract or subcontract with the City for public work or for goods or for services to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee, any applicant for employment or any potential subcontractor.

Contractor acknowledges that the City's Drug Free Workplace Policy, Violence in the Workplace Policy and the Policy Against Workplace Harassment, are available on the City's website at http://www.ci.richmond.ca.us/workplacepolicies. Contractor agrees to abide by the terms and conditions of said policies.

20. <u>Limitations upon Subcontracting and Assignment</u>. This Contract binds the heirs, successors, assigns and representatives of Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this Contract and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the City Council or its designee.

Contractor acknowledges that the services which Contractor shall provide under this Contract are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in City's sole and absolute discretion. In the event that City, in writing, approves any assignment or subletting of this Contract or the retention of subcontractors by Contractor, Contractor shall provide to City upon request copies of each and every subcontract contract prior to the execution thereof by Contractor and subcontractor. Any assignment by Contractor of any or all of its rights under this Contract without first obtaining City's prior written consent shall be a default under this Contract.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor (if applicable), or of the interest of any general partner or joint venturer or syndicate member if Contractor is a partnership or joint-venture or syndicate, which shall result in a change of control of Contractor, shall be deemed an assignment. For this purpose, control shall mean fifty percent or more of the voting power or twenty-five percent or more of the assets of the corporation, partnership or joint-venture.

- 21. <u>Integration</u>. This Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the Exhibits to this Contract.
- 22. <u>Modifications and Amendments</u>. This Contract may be modified or amended only by a change order or Contract Amendment executed by both parties and approved as to form by the City Attorney.
- 23. <u>Conflicting Provisions</u>. In the event of a conflict between these General Conditions and those of any Exhibit or attachment hereto, these General Conditions shall prevail; provided, however, that any Special Conditions as set forth in Exhibit E shall prevail over these General Conditions. In the event of a conflict between the terms and conditions of any two or more Exhibits or attachments hereto, those prepared by City shall prevail over those prepared by the Contractor, and the terms and conditions preferred by the City shall prevail over those preferred by the Contractor.
- 24. <u>Non-exclusivity</u>. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and

- City reserves the right to employ other Contractors in connection with the project.
- 25. Exhibits. All Exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit A which does not pertain to the project description, proposal, scope of services, or method of compensation (as applicable), or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Contract.
- 26. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by reason of acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations enacted after the date of this Contract, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency or other reasons of a like nature not within the reasonable control of such party.
- 27. <u>Time of the Essence</u>. Time is of the essence of this Contract. Contractor and City agree that any time period set forth in Exhibit A represents their best estimates with respect to completion dates and both Contractor and City acknowledge that departures from the schedule may occur. Therefore, both Contractor and City will use reasonable efforts to notify one another of changes to the schedule. Contractor shall not be responsible for performance delays caused by others, or delays beyond Contractor's control, and such delays shall extend the times for performance of Contractor's work.
- 28. <u>Confidentiality</u>. Contractor agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting confidentially, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

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

No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service.

- 29. <u>Third Parties</u>. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Contract shall not be considered "third parties."
- 30. Governing Law. This Contract shall be construed in accordance with the law of the State of California without regard to principles of conflicts of law. This Contract is made in Contra Costa County, California, and any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, California.
- 31. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased or renewed by the City under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure by City to continue the purchase of all or any failure to continue purchase of all or any such services from Contractor.
- 32. <u>Claims</u>. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six months after accrual of the cause of action.
- 33. <u>Interpretation</u>. This Contract shall be interpreted as if drafted by both parties.
- 34. Warranty. In the event that any product shall be provided to the City as part of this Contract, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets any specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of one hundred and eighty (180) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.
- 35. <u>Severability</u>. In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, City and Contractor shall negotiate an equitable adjustment in the provisions of the Contract with a view

- toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof, shall not be affected thereby.
- 36. <u>Authority</u>. City warrants and represents that the signatory hereto (the Mayor of the City of Richmond or the City Manager) is duly authorized to enter into and execute this Contract on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Contract on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Contract on behalf of Contractor.
- 37. Waiver. The waiver by City of any breach of any term or provision of this Contract shall not be construed as a waiver of any subsequent breach. Inspections or approvals, or statements by any officer, agent or employee of the City relating to the Contractor's performance, or payments therefore, or any combination of these acts, shall not relieve the Contractor's obligation to fulfill this Contract as prescribed; nor shall the City be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
- 38. <u>Possessory Interest</u>. If this Contract results in the Contractor having possession of, claim to or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue and Taxation Code 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest.

Performance and Final Acceptance.

Contractor represents that it is experienced, qualified, registered, licensed, equipped, organized and financed to perform the services under this Contract.

Contractor shall perform the services under this Contract with that degree of skill and judgment normally exercised by professional firms performing services of a similar nature in the State of California, and shall be responsible for the professional quality, technical accuracy and coordination of the services it performs under this Contract. In addition to the other rights and remedies which City may have, Contractor shall, at its own expense, correct any services which fail to meet the above standard.

City shall provide Contractor an opportunity to cure errors and omission which may be disclosed during the review of submittals, with no increase in the authorized Contract Payment Limit. Should Contractor fail to make necessary corrections in a timely manner, such corrections shall be made by the City and the cost thereof shall be charged to Contractor.

If warranted, City shall determine, and Contractor may request such determination, that Contractor has satisfactorily completed performance of this Contract. Upon such determination, City shall issue to Contractor a written Notice of Final Acceptance, after which Contractor shall not incur further costs under this Contract. Contractor shall respond to such Notice of Final Acceptance by executing and submitting to City a Release and Certificate of Final Payment.

40. <u>Survival</u>. The rights and obligations of the parties which by their nature survive termination or completion of the services covered by this Contract shall remain in full force and effect after termination or completion.

For the Contract between the City of Richmond and Northern Consulting Actuaries, Inc. DBA Van Iwaarden Assoc.

EXHIBIT E SPECIAL CONDITIONS

The General Conditions are hereby amended to include the following modifications and/or provisions (if applicable):

The City of Richmond has the option to extend this contract for up to two (2) additional one-year terms.

See attachment B for Background and project summary for scope of work.

See attachment F Cost information for fee quote per staff member.

B. Background and Project Summary

This section describes our understanding of the City, the work to be done, and the objectives to be accomplished. We have worked closely with the City on your retirement plans for the past 5 years and are very familiar with the them. These include:

- Garfield Pension Plan
- General Pension Plan
- Police & Fire Pension Plan
- City Retiree Healthcare Plan
- RPOA Retiree Healthcare Plan

The table below summarizes the RFP Scope of Services and provides answers to how we'll provide the City with **professional services and dedicated personnel** to perform the requested projects.

What the City is Requesting	What We Will Do
Analyze the data to assess any inconsistencies and make recommendations for enhancing data quality	This is part of our standard actuarial valuation and reporting process. We've worked with the City's pension and OPEB data for several years and are familiar with its content and format.
Prepare actuarial valuation reports every year for General Pension, Garfield Pension, Police and Fire Pension Plans that follow GASB 67/68 standards, and City OPEB and RPOA OPEB Plans that follow GASB 74/75 standards, to include the following: Actuarial present value of total projected benefits. Actuarial accrued liability Actuarial value of assets Unfunded actuarial accrued liability Normal cost Annual required contributions of the employer as a level dollar amount and as a level percentage of covered payrolls Net pension and OPEB obligation for City disclosure under GASB 67/68 and 74/75	All of these GASB 67/68 and GASB 74/75 requirements are part of our standard actuarial valuation and reporting process. We've demonstrated over the past several years that our reports for the City contain all of the requested information. We prepare separate actuarial funding reports to determine the Actuarially Determined Contributions (ADC's) for all of the pension plans. Results are expressed as a level dollar amount since there is no active employee payroll for these plans. We have also helped the City prepare actuarial contribution amounts for the City and RPOA OPEB plans. These results are expressed as a level percent of payroll and dollar amount.
Prepare the necessary material for the Comprehensive Annual Financial Report (CAFR) to comply with GASB pension and OPEB reporting and disclosure requirements.	The City has used our actuarial reports for GASB reporting since 2015. All of our GASB 67/68 and GASB 74/75 reports contain the necessary information for your CAFR.

B. Background and Project Summary (continued)

What the City is Requesting	What We Will Do
Prepare an analysis to determine how establishing a trust or equivalent arrangement would affect the interest rate assumption. Timing considerations of establishing the trust should also be considered.	All the City's plans have established trusts. We previously worked with the City on establishing a separate trust for the RPOA OPEB plan and are glad to provide additional analyses upon request.
Prepare a cash flow analysis (the "pay-as-you-go-cost").	Our pension and OPEB reports will include a 30-year projection of paygo benefit payouts for current and future retirees.
Prepare a sensitivity analysis showing the impact of alternative assumptions on the employer's contributions (healthcare trend rates and investment rate assumptions).	Our pension and OPEB reports all show a 1% increase and decrease in discount rate (investment return). Plus, our OPEB reports show the effect of a 1% change in healthcare trend rates.
If there is not a trust established, determine the difference in liability based upon the investment returns under a diversified portfolio versus a short term fixed income portfolio.	All the City's plans have established trusts. Our GASB and funding reports show the plan liability amounts calculated using the applicable interest rates: fixed income, diversified investment portfolio, or a combination thereof.
Provide strategies for funding and reducing costs.	We're happy to discuss funding and cost reduction strategies upon request. One option the City should consider is no longer preparing separate actuarial funding reports for the Garfield and General pension plans. These plans are extremely mature and we believe it's reasonable to switch to the "paygo" method once trust assets are depleted. The pension paygo costs may actually be more stable than the actuarial contribution rates.

B. Background and Project Summary (continued)

What the City is Requesting	What We Will Do
Discuss administrative draft of the report with City personnel at City location.	An annual meeting or videoconference with City staff or the City Council are included in our quote. We are glad to have additional
Present final report at regularly scheduled City Council meeting.	calls or meetings upon request.
	Preparation and additional meetings are billed at our regular hourly rates or for an agreed upon fixed fee.
City valuation report date will be the beginning of the fiscal year in July.	We will continue preparing the City's July 1st actuarial valuations.
Assist City Staff with miscellaneous analyses as needed for various projects.	We're happy to provide additional analyses upon request. Special projects we've previously helped the City with include the Pension Tax Override calculations and establishment of the RPOA OPEB trust.

The Scope of Services also specifies criteria for the **Project Approach**. The table below summarizes the requirements and our responses.

What the City is Requesting	What We Will Do
Conduct initial discussions with the City to develop an in-depth understanding of its post-retirement health care plan in order to learn about data availability, management information system capabilities and to discuss specific issues the City would like to address during the review	Our initial contract with the City in 2015 included a "kick off" meeting where we met with City staff to better understand your plans. Since there are many new City staff members working on the pension and OPEB
The control of the co	plans now, we would be glad to have a kick- off videoconference meeting to start the new contract. This meeting would allow us to inform new staff members about how the actuarial valuation process works and address any questions the City may have.
Submit written data requests to the City (email is acceptable)	Our data request templates have been reviewed and used by the City since 2015. For data security purposes, we also require all sensitive data be submitted through a secure file transfer system.

B. Background and Project Summary (continued)

What the City is Requesting	What We Will Do
Gather and compile data provided by the City and review for reasonableness. Anomalies (if any) would be identified and clarified as appropriate.	We have worked with the City's pension and OPEB data for several years and are familiar with its details. We will continue our reasonableness reviews and anomaly resolutions as part of the annual valuation process.
	We are also glad to help newer City staff better understand the data collection process so that they can maintain consistent data collection procedures.

These items are all part of our standard actuarial valuation and reporting process. Please see Section C for more details on the methodology

F. Cost Information

Our experience and knowledge leadership ensure that you will get superior advice at a reasonable cost. Our proposed fees for the FY2020-21 valuations are summarized in the table below. We also include the estimated FY2021-22 valuation fees so that the City understands what total fees would look like over a full 2-year valuation cycle.

As the City reviews the proposed fees, please consider carefully that they are based on whether "full" or "roll-forward" valuations are required in a particular year.⁴

Actuarial Deliverable	Proposed Fees		
	FY2020-21	FY2021-22	
Retiree Healthcare Plan – City Plan			
FY2020-21 GASB 74/75 report (roll forward valuation)	\$3,500		
FY2021-22 GASB 74/75 report (full valuation)		\$15,000	
Retiree Healthcare Plan – RPOA Plan			
FY2020-21 GASB 74/75 report (roll forward valuation)	3,000		
FY2021-22 GASB 74/75 report (full valuation)		8,000	
Garfield Pension Plan			
Funding valuation for actuarial contributions (full valuation)	3,000		
GASB 67/68 accounting valuation	2,500	2,500	
General Pension Plan			
Funding valuation for actuarial contributions (full valuation)	4,000		
GASB 67/68 accounting valuation	2,500	2,500	
Police & Firemen's Pension Fund			
Funding valuation for actuarial contributions (full valuation)	5,000		
GASB 67/68 accounting valuation	2,500	2,500	
Total	\$26,000	\$30,500	

Meetings: Our quote includes one complimentary annual meeting or videoconference to review valuation results with City staff and/or City Council.

Budgeting Option: A significant portion of the funding valuation fees for the Garfield and General pension plans could be eliminated if the City accepts our recommendation to stop preparing these reports (see Background and Project Summary section for additional details).

⁴ "Full" actuarial valuations will cost more than roll-forward valuations because the latter do not require new census data collection, programming, and assumption updates.

F. Cost Information (continued)

Below are tables illustrating the estimated hours and hourly rates expected for the FY2020-21 and FY2021-22 actuarial valuation projects and proposed fees.

FY2020-21 Estimated Hours and Hourly Rates				
Staff Member	Staff Hours	Hourly Rate	Direct Cost	Total Cost (round to near \$100)
Gina Ganab ASA, MAAA	25	\$305	\$ 7,625	\$ 7,600
Mark Schulte FSA, EA, MAAA	10	375	3,750	3,700
Emily Erickson	24	195	4,680	4,700
Other actuarial analysts	80	125	10,000	10,000
Total	139			\$ 26,000

FY2021-22 Estimated Hours and Hourly Rates				
Staff Member	Staff Hours	Hourly Rate	Direct Cost	Total Cost (round to near \$100)
Gina Ganab ASA, MAAA	25	\$305	\$ 7,625	\$ 7,600
Mark Schulte FSA, EA, MAAA	15	375	5,625	5,600
Emily Erickson	40	195	7,800	7,800
Other actuarial analysts	76	125	9,500	9,500
Total	156			\$ 30,500

We highly recommend that the City include a budget in the actuarial contract for additional consulting projects. These might include pension tax override calculations, CalPERS pension cost projections, OPEB plan design analyses, or other projects.

Out-of-scope projects are within the City's control, and they will be billed at our normal hourly rates or as not-to-exceed fees under a contract amendment. Our 2020-21 hourly rates are summarized in the table below.

Actuary	Role	2020-21 Hourly Rate
Gina Ganab ASA, MAAA	Consulting Actuary	\$305
Mark Schulte FSA, EA, MAAA	Consulting Actuary	\$375
Emily Erickson	Actuarial Manager	\$195
Other actuarial analysts	Actuarial Analysts	\$95-155

We will notify you if any out-of-scope fees are to apply, and we will be happy to estimate fees for additional projects as requested.

For the Contract between the City of Richmond and Northern Consulting Actuaries, Inc. DBA Van Iwaarden Assoc.

EXHIBIT F INSURANCE PROVISIONS

During the entire term of this Contract and any extension or modification thereof, the CONTRACTOR shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are attached hereto and incorporated herein by this reference.

 Exhibit F
Section 8

City of Richmond - Insurance Requirements - Type 2: Professional Services

In all instances where CONTRACTOR or its representatives will provide professional services (architects, engineers, construction management, counselors, medical professionals, hospitals, clinics, attorneys, consultants, accountants, etc.) to the City of Richmond (City), the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability coverage, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

- Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001), and including coverage for bodily and personal injury, property damage, and products and completed operations (if applicable).
- 2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
- Original and Separate Additional Insured Endorsement for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
- Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
- 5. Original and Separate Waiver of Subrogation for Workers' Compensation insurance.
- Professional Liability or Errors & Omissions Liability Insurance appropriate to the CONTRACTOR's profession (if required.)

Required Coverage	Minimum Limits
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 .
General Liability (primary and excess limits combined)	\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit). Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.

 Exhibit F	=
Section	8

City of Richmond - Insurance Requirements - Type 2: Professional Services

Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage.			
Professional Liability or Errors & Omissions Liability – Required for all professionals including architects, engineers, consultants, construction management, counselors, medical professionals, hospitals, clinics, attorneys and accountants, & other consultants as may be required by the City.	PROJECT COST \$0 - \$1 million \$1 million - \$5 million Over \$5 million	REQUIRED LIMIT \$1 million p/o \$2 million p/o \$5 million p/o		

Required Policy Conditions	
Additional Insured Endorsement	Applicable to General Liability coverage.
	The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.
	ISO form CG 20 10 (11/85) or its equivalent is required. If the Contractor is supplying their product or providing a service then the endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61 .
Primary and Noncontributory	The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.
Waiver of Subrogation Endorsement Form	Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61 .
Deductibles and Self-Insured Retentions	Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.
A. M. Best Rating	A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverage's and cover those insured in the underlying policies.

Illinois Operations Center

2702 Ireland Grove Road Bloomington, IL 61709-0001





AT2 000328 1200 01 CITY OF RICHMOND 450 CIVIC CENTER PLAZA RICHMOND CA 94804-1630 State Farm Fire and Casualty Company
A stock company with home offices in Bloomington, Illinois

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Renewal Declarations

Policy number: 93-ED-D044-9

Policy period: 12 months

The policy period begins and ends at 12:01 am standard time at the premises location.

Effective date: January 1, 2021 Expiration date: January 1, 2022

OFFICE POLICY

Automatic renewal - If the State Farm® policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

NAMED INSURED

NORTHERN CONSULTING ACTUARIES 100 S 5TH ST STE 1900 MINNEAPOLIS MN 55402-1267

ENTITY

Corporation

IMPORTANT MESSAGE(S)

To obtain a copy of your policy, please contact your State Farm Agent.

POLICY PREMIUM

This is not a bill. If an amount is due, then a separate statement will be sent prior to the due date. The premium(s) shown below is the 12 months premium(s) for the characteristics of the policy as described in this Declarations.

MN Fire Safety Schg: \$2.98

Minnesota Firefighters Relief Surcharge: \$2.81

Total Premium: \$827.79

Discounts applied:

Business Experience Rating

Protective Devices

Enclosed Building or Shopping Center

Renewal Discount Years in Business CITY OF RICHMOND

NOV 2 0 2020

HUMAN RESOURCES MANAGEMENT DEPT.

Policy Number: 93-ED-D044-9 Prepared: November 9, 2020

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Page 1 of 5

 Exhibit	F
 Section	8

City of Richmond - Insurance Requirements - Type 2: Professional Services

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City <u>before work may begin.</u> The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, CONTRACTOR must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR falls to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

Revised: September 2011

Illinois Operations Center

2702 Ireland Grove Road Bloomington, IL 61709-0001





AT2 000328 1200 01 CITY OF RICHMOND 450 CIVIC CENTER PLAZA RICHMOND CA 94804-1630 State Farm Fire and Casualty Company A stock company with home offices in Bloomington, Illinois

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Renewal Declarations

Policy number: 93-ED-D044-9

Policy period: 12 months

The policy period begins and ends at 12:01 am standard time at the premises location.

Effective date: January 1, 2021 Expiration date: January 1, 2022

OFFICE POLICY

Automatic renewal - If the State Farm[®] policy period is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

NAMED INSURED

NORTHERN CONSULTING ACTUARIES 100 S 5TH ST STE 1900 MINNEAPOLIS MN 55402-1267

ENTITY

Corporation

IMPORTANT MESSAGE(S)

To obtain a copy of your policy, please contact your State Farm Agent.

POLICY PREMIUM

This is not a bill. If an amount is due, then a separate statement will be sent prior to the due date. The premium(s) shown below is the 12 months premium(s) for the characteristics of the policy as described in this Declarations.

MN Fire Safety Schg: \$2.98

Minnesota Firefighters Relief Surcharge: \$2.81

Total Premium: \$827.79

Discounts applied:

Business Experience Rating

Protective Devices

Enclosed Building or Shopping Center

Renewal Discount Years in Business RECEIVED CITY OF RICHMOND

NOV 2 0 2020

HUMAN RESOURCES MANAGEMENT DEPT.

1009482 2002 153090 202 06-05-2020



SECTION I - PROPERTY SCHEDULE

Location number	Location of described premises	Limit of Insurance* Coverage A - Building	Limit of Insurance* Coverage B - Business Personal Property	Seasonal Increase - Business Personal Property
001	840 LUMBER EXCHANGE BUILDING 10 S 5TH ST MINNEAPOLIS MN 55402-1012	No Coverage	\$61,500	25%

^{*} As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

SECTION I - INFLATION COVERAGE INDEX(ES)

Cov A - Inflation Coverage Index:

N/A

Cov B - Consumer Price Index: 259.9

SECTION I - DEDUCTIBLES

BASIC DEDUCTIBLE

\$500

SPECIAL DEDUCTIBLES:

Employee Dishonesty: Equipment Breakdown: Money and Securities: \$250

\$500 \$250

Other deductibles may apply - refer to policy.

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See schedule". If a coverage does not have a corresponding limit shown below, but has "Included" indicated, refer to that policy provision for an explanation of that coverage.

Coverage	Limit of Insurance
Accounts Receivable	
On Premises	\$50,000
Off Premises	\$15,000
Arson Reward	\$5,000
Back-up of Sewer or Drain	\$15,000
Collapse	Included
Damage to Non-owned Buildings from Theft, Burglary or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$5,000
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery or Alteration	\$10,000



SECTION I - PROPERTY SCHEDULE

Location L number	Location of described premises	Limit of insurance* Coverage A - Building	Limit of Insurance* Coverage B - Business Personal Property	Seasonal increase - Business Personal Property
	840 LUMBER EXCHANGE BUILDING 10 S 5TH ST MINNEAPOLIS MN 55402-1012	No Coverage	\$61,500	25%

^{*} As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

SECTION I - INFLATION COVERAGE INDEX(ES)

Cov A - Inflation Coverage Index:

N/A

Cov B - Consumer Price Index:

259.9

SECTION I - DEDUCTIBLES

BASIC DEDUCTIBLE

\$500

SPECIAL DEDUCTIBLES:

Employee Dishonesty:

\$250

Equipment Breakdown:

\$500

Money and Securities:

\$250

Other deductibles may apply - refer to policy.

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See schedule". If a coverage does not have a corresponding limit shown below, but has "Included" indicated, refer to that policy provision for an explanation of that coverage.

Coverage	Limit of Insurance
Accounts Receivable	
On Premises	\$50,000
Off Premises	\$15,000
Arson Reward .	\$5,000
Back-up of Sewer or Drain	\$15,000
Collapse	Included
Damage to Non-owned Buildings from Theft, Burglary or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$5,000
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery or Alteration	\$10,000



Limit of Insurance Coverage Included Glass Expenses \$1,000 Money Orders and Counterfeit Money Money and Securities \$10,000 On Premises \$5,000 Off Premises Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business \$100,000 Personal Property) \$250,000 Newly Acquired or Constructed Buildings (applies only if this policy provides Coverage A - Buildings) Included Ordinance or Law - Equipment Coverage \$5,000 **Outdoor Property** Personal Effects (applies only to those premises provided Coverage B - Business Personal Property) \$5,000 \$15,000 Personal Property Off Premises \$10,000 Pollutant Clean Up and Removal 30 days Preservation of Property Property of Others (applies only to those premises provided Coverage B - Business Personal Property) \$2,500 \$2,500 \$5,000 Unauthorized Business Card Use Valuable Papers and Records \$50,000 On Premises \$15,000 Off Premises Included Water Damage, Other Liquids, Powder or Molten Material Damage

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

Coverage	Limit of Insurance
Dependent Property - Loss of Income	\$5,000
Employee Dishonesty	\$10,000
Loss of Income and Extra Expense	12 Months Actual Loss Sustained
Utility Interruption - Loss of Income	\$10,000



SECTION II - LOCATION SCHEDULE

Location number	Location of described premises	
001	840 LUMBER EXCHANGE BUILDING	
	10 S 5TH ST	
	MINNEAPOLIS MN 55402-1012	

SECTION II - LIABILITY

Coverage	Limit of Insurance
Coverage L - Business Liability Per Occurrence	\$2,000,000
Coverage M - Medical Expenses \$5,000 Any One Person	
Damage to Premises Rented to You	\$300,000
Hired Auto Liability	Included in Coverage L
Aggregate Limits	Limit of Insurance
Products/Completed Operations Aggregate	\$4,000,000
General Aggregate	\$4,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II – Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

* *	553-2795 MN CMP-4100 CMP-4223.1 CMP-4536 CMP-4538 CMP-4561.1 CMP-4703.1 CMP-4705.2 CMP-4709 CMP-4710 CMP-4746.1 CMP-4785.1 CMP-4788 CMP-4788 CMP-4788 CMP-4819.1 CMP-4899 FD-6007 FE-3650 FE-6999.3	Fire Safety Surcharge Businessowners Coverage Form Amendatory Endorsement (Minnesota) Additional Insured - Owners, Lessees or Contractors (Scheduled) Additional Insured - Designated Premises Policy Endorsement Utility Interruption - Loss of Income Dependent Property - Loss of Income Loss of Income and Extra Expense Money and Securities Employee Dishonesty Hired Auto Liability Additional Insured - Owners, Lessees or Contractors (Blanket) Waiver of Transfer of Rights of Recovery Against Others To Us Additional Insured - Managers or Lessors of Premises Unauthorized Business Card Use Back-up of Sewer or Drain Inland Marine Attaching Declarations Actual Cash Value Endorsement Policyholder Disclosure Notice of Terrorism Insurance Coverage
		*New Form Attached

SCHEDULE OF ADDITIONAL INTEREST(S)



Interest type:

Owners, Lessees, or Contractors (Schedul

Endorsement number: CMP-4536 Loan number:

CITY OF RICHMOND 450 Civic Center Plaza Richmond CA 94804-1630

FULL NAMED INSURED

Named Insured: NORTHERN CONSULTING ACTUARIES DBA VAN IWAARDEN ASSOCIATES

This policy is issued by the State Farm Fire and Casualty Company.

PARTICIPATING POLICY

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

President

Secretary

Lynne M. Youall

NOTICE TO POLICYHOLDER:

Michael Thison

For a comprehensive description of coverage and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.

Your coverage amount....

It is up to you to choose the coverage and limits that meet your needs. We recommend that you purchase a coverage limit equal to the estimated replacement cost of your structure. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc. using information you provide about your structure. State Farm does not guarantee that any estimate will be the actual future cost to rebuild your structure. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your structure.

Illinois Operations Center

2702 Ireland Grove Road Bloomington, IL 61709-0001





CITY OF RICHMOND 450 CIVIC CENTER PLAZA RICHMOND CA 94804-1630

State Farm Fire and Casualty Company A stock company with home offices in Bloomington, Illinois

Inland Marine Attaching Declarations

Policy number: 93-ED-D044-9 Policy period: 12 months

The policy period begins and ends at 12:01 am standard time at the premises location.

Effective date: January 1, 2021 Expiration date: January 1, 2022

ATTACHING INLAND MARINE

Automatic renewal - If the State Farm® policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Annual policy premium: Included

The above premium amount is included in the Policy Premium shown on the Declarations.

FULL NAMED INSURED

Named Insured: NORTHERN CONSULTING ACTUARIES DBA VAN IWAARDEN ASSOCIATES

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS, OPTIONS AND ENDORSEMENTS

FE-8739

Inland Marine Conditions

FE-8743.1

Inland Marine Computer Property Form

See below for schedule page with limits

ATTACHING INLAND MARINE SCHEDULE PAGE

Endorsement number	Coverage	Limit of insurance	Deductible amount	Annual premium
FE-8743.1 Inland Marine Computer Property Form		\$25,000	\$500	Included
	Loss of Income and Extra Expense	\$25,000		Included

Other limits and exclusions may apply - refer to your policy.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.



ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRACTORS (Scheduled)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

ST-0505-0000

SCHEDULE

Policy Number: 93-ED-D044-9

Named Insured:

NORTHERN CONSULTING ACTUARIES DBA VAN IWAARDEN ASSOCIATES

100 S 5TH ST STE 1900

MINNEAPOLIS MN 55402-1267

Name And Address Of Additional Insured Person Or Organization:

CITY OF RICHMOND ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS 450 Civic Center Plaza Richmond CA 94804-1630

- SECTION II WHO IS AN INSURED of SECTION II LIABILITY is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:
 - a. Ongoing Operations
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for that additional insured; or

- b. Products-Completed Operations
 - "Your work" performed for that additional insured and included in the "products-completed operations hazard".
- Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.
- Primary Insurance. The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

All other policy provisions apply.



CITY OF RICHMOND FINANCE DEPARTMENT REQUEST FOR PROPOSALS (RFP) OTHER POST-EMPLOYMENT BENEFITS ACTUARIAL SERVICES

Today's Date:

May 29, 2020

Closing Date and Time:

June 19, 2020 (by 4:00 p.m.)

Contact Person:

Ofelia Alvarez, Senior Buyer

Phone: 510-620-6699

Email: Ofelia_alvarez@ci.richmond.ca.us

1.0 INTRODUCTION

1.1 Proposed Solicitation

The City of Richmond, hereinafter referred to as the "City", is soliciting proposals for Other Post-Employment Benefits (OPEB) and Closed Pension Plans Actuarial Services. Qualified firms, hereafter referred to as "vendor(s)", which meet the requirements set forth in this Request for Proposal are encouraged to participate.

1.2 General Information about the City

The City of Richmond is a full-service, chartered city, governed by a Council-Manager form of government. As of May 2020, the City employs approximately 636 full-time and 158 part-time employees. Incorporated in 1909, Richmond has a population of about 111,785. Encompassing approximately 56 square miles, Richmond is situated on a peninsula separating San Francisco Bay (on the south) and San Pablo Bay (to the north) spanning 32 total miles of shoreline. Richmond is located 16 miles northeast of San Francisco, in the Bay Area, in Contra Costa County. The state capitol, Sacramento, California is approximately 90 minutes to the east.

Effective June 30, 2018, the provisions of the Governmental Accounting Standards Board (GASB) Statement NO.75, Accounting and Financial Reporting for Postemployment Benefits Other than Pensions (OPEB) was adopted. The City currently has three closed Pension Plans – General Pension, Garfield Pension and Police & Fire Pension Plan governed by GASB statement 67/68 in which we need actuarial reports every year.

The City manages two separate Plans for OPEB. As of January 17, 2017 the Richmond Police Officers Association OPEB plan was adopted.

The City contributes to the California Public Employees' Retirement System (PERS), an agent multiple-employer public employee defined benefit pension plan that covers substantially all eligible City employees. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. PERS acts as a common investment and administrative agent for participating public entities within the State of California.

The City established the Secured Pension Override Special Revenue Fund to which proceeds of a special incremental property tax levy voted by the citizens of the City of Richmond are credited for the payment of benefits under the Pension Plans.

In addition to the pension benefits described, the City provides post-retirement health care benefits, in accordance with City ordinances, to all employees who retire from the City on or after attaining retirement age (50 for policemen and firemen, 55 for all other employees) and who have at least ten years of service. In order to qualify for post-employment medical and Dental benefits, an employee must retire from the City and maintain enrollment in one of the City's eligible health plans.

1.2 General Information about the City (continued)

At June 30, 2019, 564 retirees met those eligibility requirements. The City has funded these benefits on a pay-as-you-go basis and normal cost in some years. During the current fiscal year, expenditures of \$4,246,194 were recognized for post-employment health care benefits.

2.0 INSTRUCTIONS

2.1 Purpose

The purpose of the Request for Proposal (RFP) is to provide interested vendors the necessary information for preparing quotes for Actuarial Services that will meet the City's specific needs.

2.2 Term

The term of the Agreement is one year. The City, may, at its option, extend the Agreement with the same or more limited scope of required services for up to two (2) additional one-year terms. Please note that the extension of the agreement beyond the initial one-year contract will also be contingent upon funding approval by the City Council.

3.0 PROPOSAL FORMAT GUIDELINES

The proposal should be concise, well organized, and demonstrate the proposer's qualifications and experience applicable to the Project. The proposal shall be limited to 20 double-sided pages (8.5 inches x 11 inches), inclusive of graphics, forms, pictures, photographs, dividers, etcetera, but not of cost proposal, resumes, required forms, certifications, front and back covers, or letters of commitment from sub-consultants. The required font size is 12 point, with minimum left and right margins of one-inch, and top and bottom margins of 0.7 inches.

Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description

City of Richmond May-2020

of the offer. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected. The following proposal sections are to be included in the Vendor's response:

A. Vendor Cover Letter

A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the company must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the vendor's office located nearest to Richmond, California and the office from which the project will be managed.

B. Background and Project Summary Section

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to scope of services for this RFP.

C. Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Services of this RFP. The Methodology Section should include:

- 1) An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
- 2) Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Services" section.
- 3) Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
- 4) Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Services.

D. Staffing

Describe proposed Project team organization, including identification and responsibilities of key personnel. Indicate role and responsibility of prime consultants and all sub-consultants. If applicable, indicate how local firms are being utilized to ensure a strong understanding of state and local laws, ordinances, regulations, policies, requirements, and permitting. Indicate the extent of the commitment of key personnel for the duration of the Project and

furnish resumes of key personnel. Provide an indication of the staffing level for the Project. The City of Richmond's evaluation of the proposal will consider the proposer's entire team; therefore, no changes in the team composition will be allowed without prior written approval of the City of Richmond. Sub-consultant letters of commitment are required and must be submitted with the proposal.

Describe the experience of the proposer's Project team in detail, including the team's Project Manager, and other key staff members, on projects of similar size, capacity, and dollar value. For each similar project, include the client's name and correct telephone number. It is the City of Richmond's policy to interview proposers' references as well as references identified by the City of Richmond.

E. Qualifications

The information requested in this section should describe the qualifications of the firm, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

- 1) Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of service.
- 2) A summary of your firm's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.
- 3) Provide at least three (3) references that received similar services from your firm. The City of Richmond reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
 - a) Client Name and contact info
 - Telephone & e-mail address
 - Address
 - b) Description of services provided including contract amount
 - c) Project start and end dates

F. Cost Information

Provide the total direct and indirect costs to complete all tasks identified in the scope of services. Even if the method of payment to proposer will be fixed fee, a detailed cost breakdown shall be provided identifying: (1) the number of staff hours and hourly rates for each professional and administrative staff person who will be committed to this Project; (2) all other direct costs, such as materials and reproduction costs; and (3) sub-consultant services, if needed. These rates will also be used to negotiate rates for other projects (including optional tasks) that may be assigned. No additional funds will be paid above and beyond the original quote given by the selected Vendor.

Proposers will be paid at the same rates set forth in their cost proposal unless further negotiated in writing and agreed to by the City of Richmond.

G. Previous Contracts with the City of Richmond

The proposer shall submit a list which indicates all prime contracts and/or amendments awarded to the proposer by the City of Richmond for the last three (3) years. The list shall include a short description of the Project, the Project scope of work, award date, completion date, name of City of Richmond's assigned Project Manager, and contract value.

H. Exceptions to this Request for Proposals

The proposer shall state whether or not it takes exception(s) to this RFP, including but not limited to the City of Richmond's Standard Services Agreement – RFP (Attachment 1). If the proposer does take exception(s) to any portion of the RFP or contract, the specific portion to which exception(s) is taken must be identified by section number and explained. Requests for changes or additions to sections of City of Richmond's Standard Services Agreement must be shown by requesting deletion of specific words and/or by providing new requested contract language. Requests for complete replacement of the City of Richmond's Standard Services Agreement for another contract will not be granted. Failure to make exceptions to the RFP or Standard Services Agreement within the proposal will be deemed a waiver of any objection. Exceptions will be considered during the proposal evaluation process.

I. Statement of Impartiality and Disclosure

The nature of this Project requires an impartial unbiased approach on the part of the proposer's team. This proposal shall include a statement declaring that the proposer's and sub-consultants are not currently, and will not, during the performance of these services, participate in any other similar work involving a third-party with interests currently in conflict or likely to be in conflict with City of Richmond's interests. Additionally, proposer is required to disclose any pending or active investigations or litigation that may affect the reputation or ability of the proposer to carry out the Project.

4.0 PROCESS FOR SUBMITTING PROPOSALS

Questions Concerning Request for Proposals

All questions must be submitted via the electronic BidsOnline system on the Q&A tab by 11:00 am PST, on June 10, 2020. If the City finds it necessary to issue an

City of Richmond May-2020

addendum, prospective Offerors will receive e-mail notification of addendum. Otherwise, answers to questions received will be provided on the Q&A tab and notification will be sent by June 12, 2020.

Any party submitting a proposal shall not contact or lobby any City Council member, City official, employee (except those specified for contact) or agent regarding the RFP. Any party attempting to influence or circumvent the RFP, bid submittal, and review process may have their proposal rejected for violating this provision of the RFP.

Interested parties may download copies of the above mentioned proposal by visiting the City's web site, www.ci.richmond.ca.us/bids. To download RFP, new vendors will be required to register. Once the prospective Offeror downloads any documents relative to a solicitation, that Offeror's name will appear on the Prospective Bidders list for that project.

Method of Submission:

Electronic Proposals shall be submitted via the City's secure online bidding system. All required sections of the proposal must be submitted via the website. Contractor is solely responsible for "on time" submission of their electronic proposal. The Bid Management System will not accept late proposals and no exceptions shall be made. Contractors will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those proposals that were transmitted successfully.

The proposal must be received no later than 4:00 p.m., local time, on June 19, 2020.

The proposal and any required certifications shall be signed by an individual or individuals authorized to execute legal documents on behalf of the proposer.

The City of Richmond reserves the right to waive inconsequential irregularities.

5.0 PROPOSAL EVALUATION AND SELECTION PROCESS

All proposals shall be reviewed to verify that the Respondent has met the minimum requirements. Proposals that have not complied with requirements, do not meet minimum content and quality standards, or take unacceptable exceptions to the General Terms and Conditions of the Service Agreement, will be eliminated from further consideration. Proposals will be reviewed and evaluated by an evaluation committee comprised of City of Richmond personnel.

The top Proposals may then be invited to make a presentation to the evaluation panel in a City Office in Richmond, California, at no cost to the City. The selected proposal shall

City of Richmond Request for Proposals-Actuarial Services May-2020

provide the most cost effective approach that meets the City's requirements. The lowest price proposal will not necessarily be selected.

The City reserves the right to reject any or all proposals, or to make no award. The City also reserves the right to require modifications follow-up with requests for additional information, including, but not limited to, follow-up interviews. The City may request Best and Final offers based upon improved understanding of the offers or changed scope of service. The City will negotiate with that vendor to determine final pricing, and contract form. Because this proposal is negotiable, all pricing data will remain confidential until after award is made, and there will be no public opening and reading of Proposals. Overall responsiveness to the RFP is an important factor in the evaluation process. The criteria upon which the evaluation of the proposals will be based include, but are not limited to, the following:

The Proposal/Methodology and Approach to Work – 20%

The proposer's responsiveness to the RFP including completeness and thoroughness of proposal; all required information must be provided in the format specified. This category will also evaluate:

- Ability to provide services as outlined in the RFP.
- Approach and proposed methodology to project scope
- Demonstrated knowledge of the work required
- Explanation of the Project or services required
- Innovative approaches and internal measures for timely completion of Project

Experience/Past Performance/References – 20%

Consideration will be given based upon the firm's experience, years in business, past and current client references; technical expertise and professional competence in areas directly related to this RFP; number of years of experience in performing similar work.

Project Team - 20%

Respondent should demonstrate that all key personnel have been successfully involved with projects of similar scope and magnitude. This category will evaluate the firm's:

- Qualifications and relevant individual experience
- Unique qualification of key personnel
- Staff Availability / Time commitment of key members
- Organization chart

Proposer Qualifications - 20%

This category will evaluate the respondent's ability to take upon itself the responsibilities set forth in the Scope of Services and produce the required outcome in a timely manner. Consideration will be given for the overall quality of the proposal, including a demonstrated understanding of the purpose, scope and objective of the services to be

City of Richmond

May-2020

performed. It is the intention of the City of Richmond to award a contract to the Respondent who furnishes satisfactory evidence that the Respondent has the requisite experience and ability to enable the Respondent to execute the work successfully and properly, and to complete services in a timely manner. To determine the degree of responsibility to be credited to the Respondent, the City of Richmond will weigh the evidence that the Respondent has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress.

Cost Proposal - 20%

Interview/presentations - The selection committee will review the proposals and establish a list of finalists based on evaluation criteria. Approximately 1 hour will be allowed for the oral interview and a question and answer session. The Respondent must lead a brief presentation before the Review Panel. Interviews shall be conducted during the week of June 29, 2020. Each Respondent is asked to keep these dates open. No other interview dates shall be provided. Respondent presentations will be scheduled at the discretion of the City and Respondents shall bear any expense associated with such presentation. Respondents not available to attend the presentation may be removed from further consideration. Respondents are expected to place the date for the interviews on their calendar at this time; alternate scheduling will not be accommodated.

Award - When the Review Panel has completed its work, City staff will then recommend an Actuarial Services firm to the City Manager and City Council for approval. The services provided by the successful bidder shall be governed by a Standard Services Agreement (Attachment 1).

6.0 GENERAL GUIDELINES

This RFP does not commit the City of Richmond to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work. The City of Richmond may reject a proposal without providing the reason(s) underlying the declination. A failure to award a contract to the proposer with the lowest cost proposal shall not constitute a valid cause of action against the City of Richmond. The City may investigate the qualifications of any respondent under consideration, require confirmation of information furnished by the respondent, and require additional evidence or qualifications to perform the Services described in this RFP.

The City reserves the right to:

- 1. Reject any or all proposals.
- 2. Issue subsequent Requests for Proposal.
- 3. Postpone opening for its own convenience.
- 4. Remedy technical errors in the Request for Proposal process.
- 5. Negotiate with any, all, or none of the Respondents.

- 6. Solicit best and final offers from all or some of the Respondents.
- 7. Select one or more Respondents.
- 8. Accept other than the lowest proposed fees.
- 9. Waive informalities and irregularities in proposals.

Public Records

All proposals submitted in response to this RFP become the property of the City of Richmond and public records and, as such, may be subject to public review. Documents protected by law from public disclosure will not be disclosed by the City of Richmond if clearly marked with the word "confidential" on each applicable page. Trade secrets may be marked as confidential only to the extent they meet the requirements of California Government Code section 6254.7. Only information claimed to be a trade secret at the time of submittal to the City of Richmond and marked as "confidential" will be treated as a trade secret.

7.0 CONDITIONS AND REQUIREMENTS -

7.0 Insurance Requirements

The City of Richmond requires consultants doing business with it to obtain insurance, as shown in RFP Attachment 2. The required insurance certificates must comply with all requirements of the standards as shown and must be provided within fifteen (15) days of issuance of the Notice of Intent to Award and prior to the commencement of any work on the Project.

7.1 Business Licenses

The successful Contractor will be required to hold or to obtain a City of Richmond business license for which the fee will not be waived.

8.0 SCOPE OF SERVICES

8.1 Provide City with professional services and dedicated personnel to perform the following:

- Analyze the data to assess any inconsistencies and make recommendations for enhancing data quality
- Prepare actuarial valuation reports every year for General Pension, Garfield Pension, Police and Fire Pension Plan that follow GASB 67/68 standards, City OPEB plan and RPOA OPEB plan that follow GASB 75 standards to include the following:

Actuarial present value of total projected benefits. Actuarial accrued liability

City of Richmond May-2020

Actuarial value of assets
Unfunded actuarial accrued liability
Normal cost

Annual required contributions of the employer as a level dollar amount and as a level percentage of covered payrolls

Net OPEB obligation for City disclosure under GASB 67/68 and GASB 75

- Prepare the necessary material for the Comprehensive Annual Financial Report (CAFR) to comply with GASB OPEB reporting and disclosure requirements.
- Prepare an analysis to determine how establishing a trust or equivalent arrangement would affect the interest rate assumption. Timing considerations of establishing the trust should also be considered.
- Prepare a cash flow analysis (the "pay-as-you-go-cost").
- Prepare a sensitivity analysis showing the impact of alternative assumptions on the employer's contributions (healthcare trend rates and investment rate assumptions).
- If there is not a trust established, determine the difference in liability based upon the investment returns under a diversified portfolio versus a short-term fixed income portfolio.
- Provide strategies for funding and reducing costs.
- Discuss administrative draft of the report with city personnel at city location.
- Present final report at regularly scheduled City Council meeting.
- City valuation report date will be the beginning of the fiscal year in July.
- Assist City Staff with miscellaneous analyses as needed for various projects.

8.2 Project Approach:

- Conduct initial discussions with the City to develop an in-depth understanding of its post-retirement health care plan in order to learn about data availability, management information system capabilities and to discuss specific issues the City would like to address during the review.
- Submit written data requests to the City (e-mail is acceptable)
- Gather and compile data provided by the City and review for reasonableness. Anomalies (if any) would be identified and clarified as appropriate.

ATTACHMENTS

- 1. Standard Contract
- 2. Insurance Requirements

Valerie Lewis

From:

Sabrina Lundy

Sent:

Wednesday, June 16, 2021 9:04 AM

To:

Sabrina Lundy

Cc:

Jasuara Castaneda; Pamela Christian; Ursula Deloa

Subject:

Approved Consent Calendar Items - June 15, 2021, City Council Meeting

The following Consent Calendar items were approved by the City Council at its June 15, 2021, meeting:

HOUSING AUTHORITY CONSENT CALENDAR

- F-1. ADOPT a resolution authorizing a contract amendment with Express Professionals for as-needed staffing services to support unit turnover activities in an amount of \$150,000, for a new total not to exceed amount of \$450,000 and extending the term to June 30, 2023.
- F-2. ADOPT a resolution approving a contract amendment with Intergraded Security Management Group (ISMG) for security services at Nevin Plaza and Hacienda in the amount of \$774,939, for a total not to exceed amount of \$2,178,511, ending August 1, 2023.
 - F-3. APPROVE the minutes of the May 25, 2021, Special Richmond Housing Authority meeting.

CITY COUNCIL CONSENT CALENDAR

- G-1. APPROVE a first contract amendment with Keyser Marston Associates (KMA) in the amount of \$25,000, not to exceed a total amount of \$35,000, through December 31, 2023, to assist the City in preparing guidelines for implementation of the recently adopted inclusionary housing program and affordable housing linkage fee program.
- G-2. APPROVE a one-year Lease Agreement, with a one-year extension option with Point San Pablo Harbor, Inc., a California corporation.
- G-3. ADOPT a resolution approving positions of City of Richmond Finance Director, City of Richmond Internal Services Deputy City Manager, and City of Richmond Accounting Manager, as authorizing signatory on the Mechanics Bank Public Entity Banking Resolution.
- G-4. APPROVE a contract with Van Iwaarden Associates for actuarial services necessary for pension fund management with the termination date of June 30, 2022. The amount of the contract is \$26,000.
- G-5. ADOPT a resolution adding Zoom to the approved list of standing orders/outline agreements for technology related goods and services in an amount not to exceed \$150,000 per year for Fiscal Years 2021-2022 through 2024-2025.
 - G-6. APPROVE the minutes of the May 18 and 25, 2021, regular meetings of the City Council.
- G-7. APPROVE a contract with Municipal Code Corporation, for ordinance, zoning code codification, and supplements of the City's municipal code, for a one-year period to extend, for the City Clerk's Office and the Planning Department, from July 1, 2021, through June 30, 2022, in the amount of \$19,000.

Page 1 City of Richmond

Actuarial Services RFP, bidding on June 19, 2020 4:00 PM (Pacific)

Printed 11/25/2020

Bid Detail

Bid Information

Project Title Actuarial Services RFP

Invitation No.

Bid Posting Date May 29, 2020 5:27 PM (Pacific)

Project Stage Closed

Bid Due Date June 19, 2020 4:00 PM (Pacific)

Response Format Electronic only

Link to Project on Public Site https://www.planetbids.com/portal/portal.cfm?CompanyID=14590&BidID=73040

Reference ID

Project Type RFP (Request For Proposal)

Response Types Response File Type of Award Lump Sum

> Categories 91806 - Administrative Consulting

91837 - Economy Consulting

91849 - Finance/Economics Consulting

94600 - Financial Services

License Requirements

Department Finance

Address 450 Civic Center Plaza, Richmond, California

County Contra Costa

Bid Valid

Liquidated Damages

Target Bid Amount \$0.00

Estimated Bid Value

Start/Delivery Date

Project Duration

Prevailing Wage No

Cooperative Bid No

Piggy-backable No

eBid Notes Electronic Proposals shall be submitted via the City's secure online bidding system. All required sections of the proposal must be submitted via the website. Contractor is solely responsible for "on time" submission of their electronic proposal. The Bid Management System will not accept late proposals and no exceptions shall be made. Contractors will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted

successfully. The City will only receive those proposals that were transmitted successfully.

Preferences

Restriction Type None

Restricted To

Bid Bond Information

Bid 0.0%

Performance 0.0%

Payment 0.0%

Pre-Bid Meeting Information

Pre-Bid Meeting No

Online Q&A

Online Q&A Yes

Q&A Cutoff Date June 10, 2020 11:00 AM (Pacific)

Page 2 City of Richmond

Actuarial Services RFP, bidding on June 19, 2020 4:00 PM (Pacific)

Printed 11/25/2020

Bid Detail

Contact Information

Contact Info Ofelia Alvarez - 510-620-6699

ofelia_alvarez@ci.richmond.ca.us

Bids to

Owner's Agent

Description

Scope of Services The City of Richmond, hereinafter referred to as the "City", is soliciting proposals for Other Post-Employment Benefits

(OPEB) and Closed Pension Plans Actuarial Services. Qualified firms, hereafter referred to as "vendor(s)", which meet

the requirements set forth in this Request for Proposal are encouraged to participate.

Other Details For assistance in downloading RFP, please contact Ofelia Alvarez at Ofelia_Alvarez@ci.richmond.ca.us

Notes

Local Programs & Policies

Special Notices

Downloadable Files

File Title	File Name	File Size	On Server	Uploaded Date	Visible
Insurance Type 2 - Professional Services	Sample Type 2 - Professional Services Contracts.pdf	240.4 kb	On Server	05/29/2020	Yes
Standard Contract	Sample - Standard Contract.pdf	688.1 kb	On Server	05/29/2020	Yes
Actuarial Services RFP	2020 Actuarial Services.docx	205.1 kb	On Server	05/29/2020	No
attachment 1	FYE2019 GASB 67-68 Pension Accounting_Richmond General.pdf	516.2 kb	On Server	06/10/2020	No
attachment 2	FYE2019 GASB 67-68 Pension Accounting_Richmond Garfield.pdf	441.6 kb	On Server	06/10/2020	No
Attachment 3	FYE2019 GASB 67-68 Pension Accounting_Richmond Police Fire.pdf	252.8 kb	On Server	06/10/2020	No
Attachment 4	FYE2019 GASB 75 OPEB Valuation Richmond (RPOA Plan).pdf	432.8 kb	On Server	06/10/2020	No

Download File Fee \$0.00

Hard Copy Plans

Title/Description Refund Receive From Plan Fee Mailing Fee

City of Richmond

Actuarial Services RFP, bidding on June 19, 2020 4:00 PM (Pacific)

Printed 11/25/2020

Vendor Notifications

468 vendors notified

Notified Vendors on May 29, 2020

Using Criteria Category:

91806 - Administrative Consulting 91837 - Economy Consulting

91849 - Finance/Economics Consulting

94600 - Financial Services

22nd Century Technologies, Inc.

(755354)

220 Davidson Avenue, Suite 118

Somerset, NJ 08873

United States

280 Securities LLC (859996)

220 Montgomery Street

Suite 1060

San Francisco, CA 94104

United States

A Squared Ventures, Inc. (221006)

1970 Broadway Suite 1100 Oakland, CA 94612 United States

A-1-Kuh-Muter Services, LLC (349163)

224 Cimarron Drive Vallejo, CA 94589 United States

A. M. Peche & Associates LLC (326788)

1025 Morton Street Alameda, CA 94501-3904

United States

Aanko Technologies Inc. (369544)

607 Elmira Rd, Ste 191

Vacaville, CA 95687 United States

Above Consulting Inc. (771597)

899 Capp St Apt 3

San Francisco, CA 94110

United States

Academy Securities (333045)

12625 High Bluff Drive

Suite # 204

San Diego, CA 92130

United States

Access Capital Services, Inc. (37596)

200 E. Center St Visalia , CA 93291 United States

Acclamation Insurance Management

Services (302823) 10445 Old Placerville Road Sacramento, CA 95827 United States

Accountable Assets Inc (331028)

280 Perry Road Perryopolis, PA 15473 United States Contact: Shikha Sharma Phone: 908-765-0002 ext. 359

Fax: 732-537-0888 Email: sledbids@tscti.com

Contact: Michael Hurtado Phone: 628-231-2564 ext. 122

Fax: 628-231-2170

Email:

mhurtado@280securities.com

Contact: Andrea Lowe Phone: 510-986-1100ext. 0

Fax: Email:

asquaredventures@gmail.com

Contact: Ericia Artis Phone: 510-895-5364

Fax:

Email: a1kuhmuter@gmail.com

Contact: Albert M. Peche Phone: 510-521-2077 Fax: 510-521-2078

Email:

apeche@PecheAssociates.com

Contact: SteveLongoria Phone: 415-408-8004 Fax: 415-520-5330

Email: steve.longoria@aanko.com

Contact: Eddie Tang Phone: 415-723-6513

Fax: Email:

eddie.tang@aboveconsultinginc.co

m

Contact: Richard Vest Phone: 951-698-4700

Fax: Email:

rvest@academysecurities.com

Contact: Wendy J. Rivera Phone: 559-627-5221 Fax: 559-737-5877

Email: wrivera@acscollectors.com

Contact: Veronica Romero Phone: 916-563-1900 ext. 260

Fax:

Email: vromero@alms4claims.com

Contact: Dave Bergman Phone: 412-819-0927 Fax: 724-736-0907

Email: aaibergman@verizon.net

DBE,MBE,WBE

MBE

Actuarial Services RFP, bidding on June 19, 2020 4:00 PM (Pacific)

Printed 11/25/2020

Vendor Notifications

Accurate Drug, Alcohol and DNA

Testing (37600) 675 Hegenberger Rd. Suite 227 Oakland, CA 94621

Oakland, CA 946 United States

Acro Service Corporation (305803) 39209 W Six Mile Road Suite 250

Livonia, MI 48152 United States

Actuarial Factor LLC (366968)

11050 SW 128 Avenue Miami, FL 33186 United States

AIM Consulting Inc (37677)

221 Randall Drive Folsom, CA 95630 United States

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Contact:

Phone: 916-440-4135

Fax:

Email: lewisjum@wellsfargo.com

Contact: Readie Callahan Phone: 415-396-2988

Fax: Email:

readie.callahan@wellsfargo.com

Contact: Robert Gaudin Phone: 503-239-9091

Fax:

Email: rgaudin@westernes.com

PlanetBids, Inc.

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Vendor Notifications

Whitney White (546615)

1514 Alice St Apt 46

Oakland, CA 94612 United States

Wilfong and Associates, Inc. (40940)

333 Estudillo Avenue

Suite 207

San Leandro, CA 94577

United States

Willdan Financial Services (41313)

27368 Via Industria

Suite 110

Temecula, CA 92590

United States

Willdan Financial Services (41314)

27368 Via Industria

Suite 110

Temecula, CA 92590

United States

Williams Wallace Management Consulting Services (198770)

P.O. Box 8631

Emeryville, CA 94662

United States

Wits Solutions Inc. (757226)

44790 Maynard Square

Suite 340

Ashburn, VA 20147

United States

WOLF & ASSOCIATES, INC. (41336)

1353 Old Temescal Road

Suite 204

Corona, CA 92881

United States

World Financial Group (41344)

4120 Presidential Parkway

Suite 200

Atlanta, GA 30339

United States

WQ (41351)

2356 Trade Zone Blvd

San Jose, CA 95131

United States

Youth Finance Insitute of America

(549209)

926 Pomona Ave. Albany, CA 94706

United States

Zilo International Group (613683)

3939 E. Arapahoe Rd

Ste 210

Centennial, CO 80122

United States

Contact: Whitney White Phone: 603-417-0463

Fax:

Email: d.whitneywhite@gmail.com

Contact: Maria E. Canteros Phone: 888-283-5810 Fax: 510-352-9900

Email:

mcanteros@ibigeewatsi.com

Contact: CHRIS FISHER Phone: 951-587-3500

Fax: 951-587-3510

Email: rsmith@willdan.com

Contact: MARK J. RISCO, VICE

PRESIDENT

Phone: 951-587-3587

Fax: 951-587-3510

Email: aromanelli@willdan.com

Contact: Samuel Manning

Phone: 510-470-8901

Fax:

Email: Smann1@hotmail.com

Contact: Raju Kalidindi Phone: 800-952-9487 ext. 11

Fax: Fmail

statebids@witssolutions.com

Contact: Eva Wolf

Phone: 951-254-2771

Fax: --Email:

EVA@WOLFANDASSOC.COM

Contact: Lisa Sehannie

Phone: 770-256-7068

Fax: ---

Email: lisa@wealthwatchers.biz

Contact:

Phone: 415-596-1633

Fax: ---Email:

wqprospector@workquote.com

Contact: Amiko Foster Phone: 510-816-1576

Eavi

Email: amiko.foster@yfia.org

Contact: Milena Zilo

Phone: 917-225-1851

Fax:

milena@zilointernational.com

Notified Vendors on June 10, 2020

Using Criteria Category:

91806 - Administrative Consulting

91837 - Economy Consulting

91849 - Finance/Economics Consulting

94600 - Financial Services

Notified Vendors on June 10, 2020

Using Criteria Category:

PlanetBids, Inc.

DBE,WBE

MBE, WBE

OSB,MIC,WBE

DBE

WBE

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Vendor Notifications

Using Criteria Category:

91806 - Administrative Consulting 91837 - Economy Consulting 91849 - Finance/Economics Consulting

94600 - Financial Services

Notified Vendors on June 10, 2020

Using Criteria Category:
91806 - Administrative Consulting

91837 - Economy Consulting 91849 - Finance/Economics Consulting 94600 - Financial Services

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Prospective Bidders

19 Prospective Bidders

Canada

Vendor Type Pre-Bid Status Contact Vendor Contact: Raymond Cerrone Bidder Jefferson Solutions, Inc. 14 Brittany Oaks Phone: 518-461-7805 Clifton Park, NY 12065 Fax: United States Email: ray.cerrone@jefsi.com Contact: David Mullis Bidder **DMullisInsurance** 1299 Boltonfield St. Phone: 505-988-6583 Columbus, OH 43228 Fax: United States Email: dmullisinsurance@gmail.com Mercer Canada Ltd. Contact: Elise Rettinger Bidder Phone: 514-841-7530 800-120 Bremner Boulevard Suite 800 Fax: Toronto M5J 0A8 Email: rfpcanada@mercer.com Canada Northern Consulting Actuaries, Inc. Contact: Jim van Iwaarden Bidder 100 Pine Street Phone: 415-678-1983 Suite 1250 Fax: Email: jimvi@vaniwaarden.com San Francisco, CA, CA 94111-5234 United States Lauterbach & Amen, LLP Contact: Todd Bidder Phone: 630-393-1483 668 N River Road Naperville, IL 60563 Fax: 630-393-2516 United States Email: tschroeder@lauterbachamen.com Bidder Bartel Associates, LLC Contact: Katherine Moore 411 Borel Ave, Suite 101 Phone: 650-377-1603 San Mateo, CA 94402 Fax: **United States** Email: moliver@bartel-associates.com Bidder George & Bell Consulting Contact: Sarah Hutchinson M2-601 West Broadway Phone: 604-871-4151 Vancouver, BC V5Z 4C2 Fax: Email: shutchinson@georgeandbell.com Canada OSB,MBE,MI Bidder Contact: Madhuri Yalamanchi Lotus USA Inc. 27125 Sierra Hwy., STE 326-A. Phone: 213-298-7100 C,WBE Santa Clarita, CA 91351 Fax: United States Email: sivaprasad@lotususainc.com Deltek Contact: Source Management Bidder 2291 Wood Oak Dr Phone: 206-373-9500 Herndon, VA 20171 Fax: 789-656-5110 **United States** Email: sourcemanagement@deltek.com Bidder Prime Vendor Inc. Contact: Bid Clerk 4622 Cedar Ave. Phone: 800-746-9554 Fax: 800-746-8307 Bldg 5, Suite #123 Wilmington, NC 28403 Email: govtbids@prime-vendor.com United States Bidder Contact: Jason Huk Govinvest Inc. 3625 Del Amo Blvd Phone: 310-371-7106 Fax: #200 Torrance, CA 90503 Email: Jason@govinvest.com **United States** Bidder Gila LLC Contact: Elye Sackmary Phone: 512-323-4223 8325 Tuscany Way Austin, TX 78754 Fax: 866-283-6484 United States Email: MSBbids@navient.com Non-Bidder, Reliable Supply, Inc. Contact: Lovely Banquil PO Box 40444 Phone: 970-243-1929 no Grand Junction, CO 81504 communicati Email: lovely@reliable-supply.com United States ons Bidder **HUB International Canada West ULC** Contact: Amy Lockhart 411 Dunsmuir Street, Suite 400 Phone: 902-429-8013 Vancouver, BC V6B 1X4 Fax:

Email: amy.lockhart@hubinternational.com

City of Richmond

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Prospective Bidders

sevenoutsource

113 Barksdale Professional Center

Newark, DE 19711-3258

United States

Segal Consulting

1800 M Street NW, #900 S

washington, DC 20036

United States

Taylor-Walker Consulting, LLC

10619 S Jordan Gateway

Suite 335

South Jordan, UT 84095

United States

Risk and Regulatory Consulting, LLC.

20 Batterson Park Road

Suite 280

Farmington, CT 06032

United States

The Nyhart Company

8415 Allison Pointe Boulevard, Suite 300

Indianapolis, IN 46250

United States

Contact: steve walse Phone: 315-308-7852

Fax:

Email: rfpalerts@gmail.com

Contact: Herbert Afful Phone: 202-833-6458

Fax:

Email: hafful@segalco.com

Contact: Nancy Stanley Phone: 801-562-5748

Fax:

Email: nstanley@taylor-walker.com

Contact: Jennifer Kelly

Phone: 855-246-0815 Fax: 860-409-4882

Email: marketingRRC@riskreg.com

Contact: Leanne Willett Phone: 317-845-3513

Fax: 317-845-3655

Email: leanne.willett@nyhart.com

Bidder

Bidder

Bidder

Bidder

Bidder

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Q & A

Vendor	Submit Date	Question	Answer	Release Date	Set
Jefferson Solutions, Inc.	06/08/2020 7:07 AM (Pacific)	What are the fiscal years included in this RFP for actuarial services for the three Pension Plans and the OPEB Plans?	FY20/21	06/10/2020 9:33 AM (Pacific)	1.1
Jefferson Solutions, Inc.	06/08/2020 7:07 AM (Pacific)	2) The title of the proposal specifically states the Request for Proposal (RFP) is for Other Post Employments Benefits Actuarial Services but the document further mentions that the City currently has three closed Pension Plans — General Pension, Garfield Pension and Police & Fire Pension Plan governed by GASB statement 67/68 in which we need actuarial reports every year and the Statement of Work specifies preparation of actuarial valuation reports every year for General Pension, Garfield Pension, Police and Fire Pension Plan that follow GASB 67/68 standards. Is the City requiring GASB 67/68 compliant valuations and reports for the three closed pension plans?	Yes, the city is requiring GASB67/68 compliant valuations and reports for the three closed pension plans.	06/10/2020 9:33 AM (Pacific)	1.2
Jefferson Solutions, Inc.	06/08/2020 7:07 AM (Pacific)	a) If yes, is it the City's intent to award a single contract to a single firm for both the closed Pension Plans and the OPEB actuarial valuations and reporting or would the City consider award of separate contracts to separate firms (one contract for the GASB 67/68 valuation of the closed Pension Plans and a separate contract to separate firm for the OPEB actuarial valuations and reporting)?	The city's intent is to award a single contract to a single firm for both the closed pension plans and the OPEB actuarial valuations and reporting.	06/10/2020 9:33 AM (Pacific)	1.3
Jefferson Solutions, Inc.	06/08/2020 7:09 AM (Pacific)	For what fiscal year were the last actuarial valuations and reports for the three closed Pension Plans and the OPEB Plans completed for the City?	FY18/19	06/10/2020 9:33 AM (Pacific)	1.4
Jefferson Solutions, Inc.	06/08/2020 7:09 AM (Pacific)	5) Can we receive copies of the last valuation reports for the three closed Pension Plans?	Files attached.	06/10/2020 9:33 AM (Pacific)	1.5
Jefferson Solutions, Inc.	06/08/2020 7:10 AM (Pacific)	What is the name of the firm that completed the last full Pension Plan valuations and reports?	Van Iwaarden Associates	06/10/2020 9:33 AM (Pacific)	1.6
Jefferson Solutions, Inc.	06/08/2020 7:10 AM (Pacific)	7) What were the fees charged by that firm for those valuations and reports?	City OPEB Plan - \$4,923, RPOA OPEB Plan - \$4,852, Garfield - \$2,500, General Pension - \$2,500, Police and Fire Pension - \$2,500	06/10/2020 9:33 AM (Pacific)	1.7
Jefferson Solutions, Inc.	06/08/2020 7:16 AM (Pacific)	The RFP states that the City manages two separate Plans for OPEB. What employee groups are participants/covered under each plan?	The Richmond Police Officers Association OPEB Plan is for RPOA employees that were active as of January 17, 2017. The City OPEB Plan is for all other employees.	06/10/2020 9:33 AM (Pacific)	1.8
Jefferson Solutions, Inc.	06/08/2020 7:17 AM (Pacific)	Is the City requesting two separate OPEB actuarial valuations and reports (one for each employee group plan)?	The City is requesting two separate OPEB actuarial valuations and reports.	06/10/2020 9:33 AM (Pacific)	1.9

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Q & A

Vendor	Submit Date	Question	Answer	Release Date	Set
Jefferson Solutions, Inc.	06/08/2020 7:17 AM (Pacific)	10) The RFP states that "As of January 17, 2017 the Richmond Police Officers Association OPEB plan was adopted" and that "The City established the Secured Pension Override Special Revenue Fund to which proceeds of a special incremental property tax levy voted by the citizens of the City of Richmond are credited for the payment of benefits under the Pension Plans." Is this Secured Pension Override Special Revenue Fund established and managed as a trust?	No	06/10/2020 9:33 AM (Pacific)	1.10
Jefferson Solutions, Inc.	06/08/2020 7:19 AM (Pacific)	11) If so, is the City requesting an OPEB actuarial valuation statement compliant with GASB Statement No. 74 for the Secured Pension Override Special Revenue Fund?	No	06/10/2020 9:33 AM (Pacific)	1.11
Jefferson Solutions, Inc.	06/08/2020 7:19 AM (Pacific)	12) When were the last full actuarial and report completed for the City's Other Post-Employment Benefits plans?	FY17/18	06/10/2020 9:33 AM (Pacific)	1.12
Jefferson Solutions, Inc.	06/08/2020 7:20 AM (Pacific)	13) What is the name of the firm that provided the most recent full actuarial valuation and reporting for the City's Other Post-Employment benefits plans?	Van Iwaarden Associates	06/10/2020 9:33 AM (Pacific)	1.13
Jefferson Solutions, Inc.	06/08/2020 7:20 AM (Pacific)	14) Can we receive copies of the last full actuarial valuations and reports?	Files attached.	06/10/2020 9:33 AM (Pacific)	1.14
Jefferson Solutions, Inc.	06/08/2020 7:21 AM (Pacific)	15) What were the fees charged to the City for the last full OPEB actuarial valuations and reports	The last full OPEB Valuation included both plans for \$19,037	06/10/2020 9:33 AM (Pacific)	1.15
Jefferson Solutions, Inc.	06/08/2020 7:22 AM (Pacific)	16) Have any subsequent interim or roll-forward reports been completed?	Yes, for FY18/19.	06/10/2020 9:33 AM (Pacific)	1.16
Jefferson Solutions, Inc.	06/08/2020 7:23 AM (Pacific)	13) What is the name of the firm that provided the subsequent interim actuarial valuation and reporting for the City's Other Post-Employment benefits plans?	Van Iwaarden Associates	06/10/2020 9:33 AM (Pacific)	1.17
Jefferson Solutions, Inc.	06/08/2020 7:24 AM (Pacific)	15) What were the fees charged to the City for the last full OPEB actuarial valuations and reports?	The last full OPEB Valuation included both plans for \$19,037	06/10/2020 9:33 AM (Pacific)	1.18
Jefferson Solutions, Inc.	06/08/2020 7:26 AM (Pacific)	16) Have any subsequent interim or roll-forward reports been completed?	Yes, for FY18/19.	06/10/2020 9:33 AM (Pacific)	1.19
Jefferson Solutions, Inc.	06/08/2020 7:27 AM (Pacific)	17) If so, can we receive a copy of that report?	Files attached.	06/10/2020 9:33 AM (Pacific)	1.20
Jefferson Solutions, Inc.	06/08/2020 7:27 AM (Pacific)	18) If an interim (roll-forward) report was completed, what were the fees charged for that report?	City OPEB Plan - \$4,923, RPOA OPEB Plan - \$4,852	06/10/2020 9:33 AM (Pacific)	1.21
Jefferson Solutions, Inc.	06/08/2020 7:28 AM (Pacific)	19) What are the requirements and frequency of onsite consulting, meetings, and/or presentations?	On as-needed basis	06/10/2020 9:33 AM (Pacific)	1.22
Jefferson Solutions, Inc.	06/08/2020 7:28 AM (Pacific)	20) Can any meetings be performed using voice conference and/or web meeting services?	yes	06/10/2020 9:33 AM (Pacific)	1.23

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Q & A

Vendor	Submit Date	Question	Answer	Release Date	Set
Jefferson Solutions, Inc.	06/08/2020 7:28 AM (Pacific)	21) Please provide information on past external audits of the incumbent (if any) required by the District including the name of the external audit firm, procedures / experience, timing, audit scope, etc.	www.ci.richmond.ca.us / Finance Department /Financial reports/CAFR reports	06/10/2020 9:33 AM (Pacific)	1.24

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Addenda

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Bid Results

4 Bid Results

Bidder Details

Vendor Name

The Nyhart Company

Address

8415 Allison Pointe Boulevard, Suite 300

Indianapolis, IN 46250

United States

Respondee

Suraj Datta

Respondee Title

National Healthcare Director

Phone

800-428-7106 Ext.

Email

suraj.datta@nyhart.com

Vendor Type

Bid Detail

Bid Format Electronic

Submitted June 17, 2020 11:42:45 AM (Pacific)

Delivery Method PlanetBid 2:40 p.m.

Bid Responsive

Bid Status Submitted

Confirmation # 216183

Ranking 0

Amount \$0.00

Respondee Comment

Buyer Comment

Attachments

File Title

City of Richmond - FINAL

File Name

City of Richmond - FINAL.pdf

File Type

Response File

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Bid Results

Bidder Details

Vendor Name Jefferson Solutions, Inc.

Address 14 Brittany Oaks

Clifton Park, NY 12065

United States

Respondee Raymond R. Cerrone

Respondee Title CPA, CEO

Phone 518-461-7805 Ext.

Email ray.cerrone@jefsi.com

Vendor Type

Bid Detail

Bid Format Electronic

Submitted June 19, 2020 10:47:00 AM (Pacific)

Delivery Method Elcetronic/1:46 PM ET

Bid Responsive

Bid Status Submitted
Confirmation # 216497
Ranking 0

Amount \$0.00

Respondee Comment

See attached Bid Proposal

Buyer Comment

Attachments

File TitleFile NameFile TypeCity of Richmond, CA Bid ProposalCity of Richmond, CA - FINAL.pdfResponse File

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Bid Results

Bidder Details

Vendor Name Northern Consulting Actuaries, Inc.

> 100 Pine Street Address

Suite 1250

San Francisco, CA, CA 94111-5234

United States

Respondee Mark Schulte Respondee Title Consulting Actuary

Phone 612-596-5971 Ext.

> Email marks@vaniwaarden.com

Vendor Type

Bid Detail

Bid Format Electronic

June 19, 2020 2:26:22 PM (Pacific) Submitted

Delivery Method

Bid Responsive

Bid Status Submitted

Confirmation # 216214

Ranking 0 **Amount** \$0.00

Respondee Comment

Buyer Comment

Attachments

File Title File Name File Type Response File

Richmond actuarial services - 2020 proposal_VIA Richmond actuarial services - 2020 proposal_VIA.pdf

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Actuarial Services RFP, bidding on June 19, 2020 4:00 PM (Pacific)

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Bid Results

Bidder Details

Vendor Name Lauterbach & Amen, LLP

> 668 N River Road Address

Naperville, IL 60563

United States

Respondee Todd Schroeder

Respondee Title Director

> Phone 630-393-1483 Ext.

tschroeder@lauterbachamen.com Email

Vendor Type

Bid Detail

Bid Format Electronic

Submitted June 19, 2020 9:03:23 AM (Pacific)

Delivery Method Bid Responsive

Bid Status Submitted Confirmation # 216480

Ranking 0 **Amount** \$0.00

Respondee Comment

Buyer Comment

Attachments

File Title Lauterbach & Amen - OPEB Actuarial Services Richmond_Actuary_Proposal.pdf

File Name LauterbachAndAmen_City of File Type Response File - DocuSign Envelope ID: 52AD79B2-6DD6-41B9-8C48-EC267FD7636F

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Actuarial Services RFP, bidding on June 19, 2020 4:00 PM (Pacific) Printed 11/25/2020

Project Evaluation

Evaluators

No Evaluators

Meetings

No Meetings

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Project Evaluation

Evaluator Forms

No Evaluator Forms

Evaluator Attachments

No Evaluator Attachments

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Project Evaluation

Technical Qualifications

No Technical Qualifications

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Project Evaluation

Project Evalutation Notes

No Evaluator Attachments

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Project Evaluation

Project Evalutation Email

No Project Evalutation Email

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Email History

Email - Q&A Notice

Date Sent 06/10/2020

To Gila LLC (MSBbids@navient.com), HUB International Canada West ULC (amy.lockhart@hubinternational.com), Mercer Canada Ltd. (rfpcanada@mercer.com), DMullisInsurance (dmullisinsurance@gmail.com), Prime Vendor Inc. (govtbids@prime-vendor.com), GovInvest Inc. (Jason@govinvest.com), George & Bell Consulting (shutchinson@georgeandbell.com), Lotus USA Inc. (sivaprasad@lotususainc.com), Deltek (sourcemanagement@deltek.com), Jefferson Solutions, Inc. (ray.cerrone@jefsi.com), sevenoutsource (rfpalerts@gmail.com), Segal Consulting (hafful@segalco.com), Taylor-Walker Consulting, LLC (nstanley@taylor-walker.com), Risk and Regulatory Consulting, LLC. (marketingRRC@riskreg.com), The Nyhart Company (leanne.willett@nyhart.com)

Subject Q and A Set 1

Message Q & A Set 1

Attachments

No Attachments

Actuarial Services RFP

RFP Rating Matrix 9/17/20	Rater 1	Rater 2	Rater 3	Rater 4	Rater 5	TOTAL
Nyhart	100	90	100	97	97	484
Lautebach & Amen, LLP (CPAs)	85	84	93	97	92	451
Van Iwaaden Associates	100	90	100	98	99	487
Jefferson Solutions	90	87	88	68	89	422

^{1.} W. Reed 2. J. Gurule 3. D. Cuellar 4.

proposal looks good/ located in San Diego

experience with municipalities (exclusively); located in illinois, no local referer

currently use them; team seems very satisfied; would prefer to continue with t they cut, copied, pasted our proposal (per wynonna); located in NY; closest lo

W. Perez 5. M. Guillory

nces

:hem / most experience in CA ocal reference is Fresno