

**CITY OF RICHMOND  
CONTRACT AMENDMENT**

<b>Department:</b>	<b>Project Manager:</b>
<b>Project Manager E-mail:</b>	<b>Project Manager Phone No:</b>
<b>P.R. No:</b>	<b>Vendor No:</b>
<b>P.O./Contract No:</b>	
<b>Description of Services:</b>	
<b>Amendment No. ____ modifies the: (2<sup>nd</sup> or subsequent amendments attach Amendment History page)</b>	
<input type="checkbox"/> <b>Term, Payment Limit and Service Plan</b>	<input type="checkbox"/> <b>Payment Limit and Service Plan</b>
<input type="checkbox"/> <b>Term and Service Plan</b>	<input type="checkbox"/> <b>Service Plan</b>

The parties to this Contract Amendment do mutually agree and promise as follows:

1. Parties. The parties to this Contract Amendment are the City of Richmond, California, a municipal corporation (City), and the following named Contractor:

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Business License No: \_\_\_\_\_

/ Expiration Date: \_\_\_\_\_

A California ☐ corporation, ☐ limited liability corporation ☐ general partnership, ☐ limited partnership, ☐ individual, ☐ non-profit corporation,  
☐ individual dba as [specify:] \_\_\_\_\_  
☐ other [specify:] \_\_\_\_\_

2. Purpose. This Contract Amendment is being entered into to amend the Contract between City and Contractor which was approved by the City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_, which **original** term commenced on \_\_\_\_\_ and terminates \_\_\_\_\_ with an **original** contract payment limit of \$ \_\_\_\_\_. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3. Original Contract Provisions. The 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. Amendment Provisions. 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.

5. 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. Insurance Coverage Updated and Maintained. 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. Signatures. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND, CALIFORNIA  
a municipal corporation

CONTRACTOR:

By \_\_\_\_\_

\_\_\_\_\_  
(\*The Corporation Chairperson of the Board, President or Vice-President should sign on the line below.)

Title:

By \_\_\_\_\_

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

Title: \_\_\_\_\_

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

By \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

By \_\_\_\_\_  
City Attorney

(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.

List of Attachments:

1. Amendment Provisions
2. Updated Insurance Certificates

**AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT AND SERVICE PLAN)**

1. Paragraph 2 (Term) of the Original Contract is hereby amended to extend the Contract term. Paragraph 2 of the Original Contract is amended to read as follows:

"2. Term. The effective date of this Contract is

\_\_\_\_\_  
(Insert original contract commencement date)

and it terminates

\_\_\_\_\_.  
(Insert new contract termination date)

unless sooner terminated as provided herein."

2. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$\_\_\_\_\_. Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$\_\_\_\_\_ 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."

3. The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

## 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.<sup>4</sup>

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

**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).

<sup>4</sup> “Full” actuarial valuations will cost more than roll-forward valuations because the latter do not require new census data collection, programming, and assumption updates.

Amendment No. \_\_\_\_\_

P.O./Contract No. \_\_\_\_\_

**AMENDMENT PROVISIONS (AMENDMENT HISTORY)**

The **first** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- ☐ Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ \_\_\_\_\_.
- ☐ Term Amendment (insert new termination date): \_\_\_\_\_
- ☐ Service Plan

The **second** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- ☐ Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ \_\_\_\_\_.
- ☐ Term Amendment (insert new termination date): \_\_\_\_\_
- ☐ Service Plan

The **third** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- ☐ Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ \_\_\_\_\_.
- ☐ Term Amendment (insert new termination date): \_\_\_\_\_
- ☐ Service Plan

The **fourth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- ☐ Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ \_\_\_\_\_.
- ☐ Term Amendment (insert new termination date): \_\_\_\_\_
- ☐ Service Plan

The **fifth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- ☐ Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ \_\_\_\_\_.
- ☐ Term Amendment (insert new termination date): \_\_\_\_\_
- ☐ Service Plan

## 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: <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a> .
General Liability (primary and excess limits combined)	<b>\$2,000,000</b> 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.

## 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 – <i>Required for all professionals including architects, engineers, consultants, construction management, counselors, medical professionals, hospitals, clinics, attorneys and accountants, &amp; other consultants as may be required by the City.</i>	<b>PROJECT COST</b>	<b>REQUIRED LIMIT</b>
	\$0 - \$1 million	\$1 million p/o
	\$1 million - \$5 million	\$2 million p/o
	Over \$5 million	\$5 million p/o

### Required Policy Conditions

Additional Insured Endorsement	<p>Applicable to General Liability coverage.</p> <p>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.</p> <p><b><i>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 <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a>.</i></b></p>
Primary and Noncontributory	<p>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.</p>
Waiver of Subrogation Endorsement Form	<p>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 <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a>.</p>
Deductibles and Self-Insured Retentions	<p>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.</p> <p>Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.</p>
A. M. Best Rating	<p>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.</p>

### 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

## **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 **before work may begin**. 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 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.





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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).

<b>PRODUCER</b> License # 0757776 <b>HUB International Insurance Services (SOW)</b> 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	<b>CONTACT NAME:</b> Melissa Jordan <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> melissa.jordan@hubinternational.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Bridgeway Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Northern Consulting Actuaries Inc dba Van Iwaarden Associates 100 South 5th St Suite 1900 Minneapolis, MN 55402	<b>NAIC #</b> 12489

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			7GA7PL0000808-01	10/28/2021	10/28/2022	1,000,000 PER CLAIM 3,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Richmond, its Officers, Officials, Employees and Volunteers 450 Civic Center Plaza Richmond, CA 94804	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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