

**CITY OF RICHMOND
STANDARD CONTRACT**

Department:	Project Manager:
Project Manager E-mail:	Project Manager Phone No:
PR No: Vendor No:	P.O./Contract No:
Description of Services:	

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:

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. Term. The effective date of this Contract is _____ and it terminates _____ unless terminated as provided herein.
3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ _____. 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.
5. City's Obligations. 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.

6. Authorized Representatives and Notices. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C) which are attached hereto and are incorporated herein by reference.
7. General Conditions. 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. Special Conditions. 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. Insurance Provisions. This Contract is subject to the Insurance Provisions (Exhibit F) which are attached hereto and are incorporated herein by reference.
10. Signatures. These signatures attest the parties' Contract hereto:

CITY OF RICHMOND
a municipal corporation

CONTRACTOR:

By: _____

(* The Corporation Chairperson of the Board,
President or Vice President should sign below)

Title: _____

By: _____

I hereby certify that this Contract
has been approved by City Council.

Title: _____

Date Signed: _____

By: _____
City Clerk

(* The Corporation Chief Financial Officer,
Secretary or Assistant Secretary should sign below)

Approved as to form:

By: _____

By: _____
City Attorney

Title: _____

Date Signed: _____

(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 and (b) the
Secretary any Assistant Secretary, the Chief
Financial Officer or any Assistant Treasurer.

LIST OF ATTACHMENTS:

Service Plan
Payment Provisions
Authorized Representatives and Notices
General Conditions
Special Conditions
Insurance Provisions
Standard Contract/EJ/TE 9-26-07

Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E
Exhibit F

For the Contract between the City of
Richmond and

EXHIBIT A
SERVICE PLAN

Contractor shall, to the satisfaction of the _____, perform the
following services and be compensated as outlined below:

CITY OF RICHMOND

STATEMENT OF QUALIFICATIONS **Consulting Services Related to the City's Solid** **Waste Collection Franchise Agreement**

March 2, 2022



CONSULTING GROUP, INC.

RESOURCES • RESPECT • RESPONSIBILITY



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left blank for double-sided printing purposes.*

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March 2, 2022

Ms. Samantha Carr
City Manager's Office, Economic Development
City of Richmond
450 Civic Center Plaza, Richmond, CA 94804
submitted online, via BidSync

SUBJECT: SOQ for Consulting Services Related to the City of Richmond's Solid Waste Collection Franchise Agreement

Ms. Carr,

R3 Consulting Group, Inc. (R3) is pleased to submit the attached Statement of Qualifications (SOQ) to express our interest in Consulting Services Related to the City of Richmond's (City) Solid Waste Collection Franchise Agreement. For this project, we have teamed with Envirolutions, and their letter of commitment to be a part of the R3 Project Team is included in the Appendix of this proposal.

Firm Description & History

R3 Consulting Group, Inc. - Prime Consultant

Incorporated in California in 2002, R3 is a California Certified Small Business with offices in Oakland and Roseville. We specialize in providing a diverse range of solid waste management consulting services to public agencies, including rate and financial reviews, competitive procurement and/or extension negotiations of collection, processing and disposal services; development, implementation and monitoring of service contracts and franchise agreements; and legislative compliance.

Our team has dedicated their careers to the field of solid waste management and sustainability, and skillfully deliver expert industry analysis and recommendations to our clients, who consist of municipalities, jurisdictions, public agencies, and joint power authorities. R3's Oakland office is located nearest to the City and will accordingly be the project headquarters: **405 14th Street, Suite 350, Oakland, CA 94612 | 916.782.7821**

Envirolutions - Subconsultant

Founded in 2014, Envirolutions specializes in designing and implementing zero waste, recycling, and sustainability projects, including engaging businesses such as grocery stores, restaurants, hotels, and multi-tenant commercial complexes and multifamily dwellings in implementing effective waste diversion programs.

Their clients have included municipal and county governments as well as private industry throughout the Bay Area including but not limited to the cities of Oakland, San Francisco, Piedmont, Alameda, Sausalito, as well as StopWaste, RecycleSmart, RethinkWaste, and the County of Marin.

Qualifications & Experience

The R3 project team brings a strong understanding of Richmond's solid waste and recycling circumstances, including the City's long-standing collection agreement with Richmond Sanitary Service and the City's membership in RecycleMore, the West Contra Costa Integrated Waste Management Authority. R3 has assisted the City in prior contracting and rate matters involving its collection agreement, including the development and funding of programs to combat litter and illegal dumping in the City and new bulky item collection services for multi-family customers. Moreover, our project team has over 15 years working in West Contra Costa County – as a result, we have unparalleled knowledge of the solid waste and recycling circumstances and marketplace, which is a distinct advantage of engaging our Team.

Envirolutions' outreach experience includes innovative projects engaging multiple stakeholders in setting up effective and efficient recycling and organics programs that maximize participation and waste diversion. In order to accomplish this, they have designed inclusive outreach campaigns that involve workshops, training, community engagement, and bilingual outreach utilizing partnerships with community organizations, business associations, homeowners associations, and property management associations. In addition to the project team included in the proposal, Envirolutions has a proven track record of pulling from a cadre of accomplished and multilingual subcontractors to achieve project goals within scope and on time.

Statement of Understanding, Intent, & Willingness

We have reviewed and understand all elements of the City's RFQ and intend to perform the services outlined. We are willing to enter into an agreement as prescribed by the RFQ, including the insurance requirements and those terms and conditions prescribed in the sample Service Agreement. Our proposal price will be valid for a period of at least 180 days.

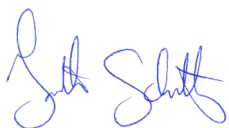
Designated Contact Person

We appreciate the opportunity to submit our proposal to the City. As Project Manager and Principal-in-Charge, Garth Schultz will be your primary point of contact. As Principal, Garth is authorized to contractually obligate R3 and negotiate contracts on behalf of the team.

* * * * *

We look forward to continuing our work with the City of Richmond, and we appreciate the opportunity to submit this proposal. Should you have any questions regarding our proposal or need any additional information, please don't hesitate to reach out directly.

Sincerely,



Garth Schultz | *Principal*
R3 Consulting Group, Inc.
 510.292.0853 | gschultz@r3cgi.com

ATTACHMENT 1 - SCOPE OF WORK

Understanding of the City

R3 has a robust understanding of the City of Richmond and its solid waste collection contracting needs, which is based on our prior working relationships with the City as well as our long history of working in the solid waste and recycling industry in West Contra Costa County since the early 2000's. We understand the City's needs and desires with respect to evaluating its future contracting options that include addressing community needs, costs and rates, compliance with State laws, and the City's membership in RecycleMore, the West Contra Costa Integrated Waste Management Authority.

Objectives to Accomplish

- » Assess the City's current solid waste collection franchise agreement and recommend updates based on current industry best practices.
- » Conduct a thorough financial and feasibility analysis regarding the City's options.
- » Solicit community input on the current agreement and future actions.
- » Advise City staff and the City Council on a recommended course of action for solid waste collection services effective starting July 1, 2025.

Work to be Completed

Via this engagement, R3 will provide the City with expert solid waste consulting services as they relate to evaluation of solid waste contract terms and conditions, programs and services, and resultant costs and rates. R3 will be the City's key partner and guide throughout the process (pursuant to RFQ Scope of Services Item 1), as the City seeks to facilitate City Council decision regarding whether to continue its solid waste contracting relationship with Richmond Sanitary Service (RSS) or proceed to a competitive procurement process for a new solid waste collection agreement. The specific work to be completed is summarized in the nine task areas outlined below, which correspond to Scope of Services Items 2 - 10 in the City's RFQ.

1 - Collection Agreement Analysis & Recommendations

Drawing on our rich experience working on solid waste collection agreements throughout California, R3 will prepare a summary of best practices, terms and conditions, programs, and key provisions that should be considered by the City in its amended or new collection agreement. We will also conduct a thorough review of the current Agreement, in order to provide findings and recommendations for an amended or new contract. This may include an analysis of the City's other solid waste-related agreements.

Task 1 Deliverables

- Project kick-off meeting.
- Summary of best practices, terms and conditions, programs, and key provisions for consideration in an amended or new collection agreement.

2 - Community Profile & Metrics

Using resources identified in the City's RFQ as well as information in reports provided to the City by RSS, R3 will identify, gather, and summarize key information such as numbers of solid waste subscriptions by type, waste streams by type and ton, rates by customer classification, current solid waste service offerings, and demographic information to represent an accurate community profile that will inform the development of findings and recommendations via other tasks.

Task 2 Deliverable

- Solid waste profile and landscape report.

3 - Solid Waste Collection Gap Analysis

Using the resources identified by the City in its RFQ, as well as the outcomes of other tasks, R3 will research, assess, and leverage current plans, policies, City services, and delivery methods to conduct a gap analysis to establish findings and recommendations for the City's future solid waste collection agreement and other agreements including but not limited to the Golden Bear Transfer Station Agreement. This may also include an analysis of whether or not the City should continue to be a party to the Post-Collection Agreement held by RecycleMore, recommend post-collection rate calculation revisions, or seek other alternatives.

Task 3 Deliverables

- Interviews with City staff members.
- Richmond solid waste gap analysis.

4 - Community Engagement

R3's sub-consultant partner, Envirolutions, will work in collaboration with the City and R3 to develop and facilitate an inclusive, innovative, and accessible, multilingual community engagement process. This process will include reaching out to the overall Richmond community and stakeholders, and our approach is discussed in more detail below.

Finalize Project Design and Develop Project Materials

Envirolutions will seek input from City staff, local government and key stakeholders regarding the project design to ensure our approach is sound, keys into the desired impacts of the project, and is appropriate for the Richmond community. Outreach materials will be generated to inform the different participant groups regarding the purpose of the project and will be accessible through multilingual announcements. Promotional materials will be distributed through various methods including print, social media, flyers, and through community listservs and announcement boards.

Design and Conduct Community Survey

With the input and involvement of City staff, Envirolutions will design a short survey to be conducted during community engagement events that will collect easily tabulatable responses that will inform the project and provide the basis for further inquiry.

Questions will primarily be multiple-choice with a few qualitative fill-in-the-blank questions at the end. Ideally the survey will not be longer than 15 questions.

It will be designed to be distributed digitally, in-person via a tablet or laptop computer, or via printed surveys. The different formats for distribution will help ensure the inclusion of groups that vary in age, access to technology and/or comfort with social media platforms.

The survey will be distributed at the various meetings, town hall gatherings, tabling and workshop activities we host and attend, and survey respondents will include City staff, business associations, community leaders, and civic organizations. The survey will be distributed with care to prevent entities outside of Richmond mistakenly participating, yet feedback from participants will be submitted anonymously to allow participants to speak freely. It will be required that attendees provide proof of residency or that their business is located within Richmond prior to being able to participate.

Present at Community Meetings

Enviroolutions will host and/or attend 10 community meetings to further provide opportunities for community engagement. The meetings will be hosted by, or for, civic organizations, faith-based organizations, cultural affinity groups, unions, business groups and/or trade organizations. In addition to explaining the rationale behind the project, they will collect survey responses from participants and have time allocated for asking additional questions and addressing comments and concerns brought by attendees.

Answers will be collected, collated, and included in the final report. In order to provide maximum access, a portion of the community meetings will be held virtually and the rest will be held in-person. The community meetings will be held in multiple languages (English and Spanish) whenever possible.

Conduct Stakeholder Engagement Interviews

Enviroolutions will seek to conduct up to 10 individual stakeholder engagement interviews to ensure we are including the perspective of the business community as well as other key stakeholders. Invitees for the interviews will include members of local business associations, property management organizations, homeowner associations, the Chamber of Commerce and other local trade organizations.

In addition to asking the multiple-choice questions included in the survey, Enviroolutions will develop, in advance, a series of pre-approved open-ended questions to garner authentic and individual feedback. The interviews will be conducted either in-person or via video conference call. Interview responses will be kept anonymous upon request. Answers will be analyzed, collated, and included in the final report.

Conduct Community Workshops

Enviroolutions will convene three community workshops that will differ from our community meetings in length and content. The community workshops will occur later in the project and will be informed by the findings from the previous community engagement events.

Rather than simply soliciting feedback, the Community Workshops will seek to engage civic organizations, faith-based organizations, cultural affinity groups, unions, business groups and trade organizations with the explicit goal of providing solution-oriented constructive feedback for City staff to incorporate into their future decision-making process how they proceed in the future. The community workshops will be longer in format (2-3 hours) and may include in-person translation services.

Envirolutions suggests the City consider providing light refreshments and food, and childcare, if possible, to ensure a greater cross-section of attendees can be present. Neither R3 nor Envirolutions are positioned to provide those services via this proposal, so provision of light refreshments, food, and childcare is at the City's discretion and cost. All community workshops will be held in-person.

Produce and Present Community Engagement Report to City staff

At the summation of the project, Envirolutions will incorporate findings into a final report and deliver a presentation of this report at a City Council meeting around the end of April 2023. They will synthesize the data points to decipher trends and outcomes and then transform this data into easily digestible charts and graphs to help convey our findings clearly. They will present the data in a manner that is best utilized for City staff based on input at the early stages of the project. Images and testimonials from our community engagement activities will be included. And finally, based on their experience during the project, they will make various recommendations for next steps.

Task 4 Deliverables

- Conduct community survey.
- Design of multilingual community outreach and education materials (English and Spanish).
- Attendance at 10 community meetings.
- 10 stakeholder engagement interviews.
- Plan and organize 3 community workshops including setting-up translation services (for in-person meetings).
- Presentation of draft community engagement report to City staff.
- Community engagement report including report of survey findings and most desired services.

5 - Financial Analysis

Via this task, R3 will research and assess current City collection rates and fees, potential renegotiation costs, and costs of developing a new solid waste collection franchise agreement. R3 will conduct a thorough financial analysis to better inform the City staff, City Council, and community members regarding the potential outcomes of both a renegotiation process and a competitive procurement process. This may include a financial analysis of the City's other solid waste-related agreements.

Task 5 Deliverable

- Richmond solid waste financial analysis.

6 - Council, Staff, & Community Meetings

Working in partnership with City staff, and subject to the budgetary limitations in this proposal, R3 will attend meetings upon request, including but not limited to City Council meetings, Richmond Coordinating Council meetings, community meetings, and multiple internal meetings with City staff members. Such meetings will be in person when feasible, otherwise, meetings will be virtual. These meetings will be in addition to the meetings outlined in Task 4 and Task 8.

Task 6 Deliverable

- Preparation of meeting materials and presentation of information at meetings.

7 - Negotiation Meetings

As needed, R3 will attend negotiation meetings and support the City with potential rate adjustment negotiations with RSS in order to develop findings and recommendations with respect to renegotiating the agreement with RSS or proceeding to competitive procurement. R3 will attend negotiation meetings as necessary to negotiate and communicate with the City, RSS and other relevant stakeholders (such as RecycleMore), and to provide any necessary support to City staff during these negotiations.

This task assumes that City staff and R3 will have the authority to proceed with sole-source negotiations with RSS, which may require early Council direction to conduct such negotiations. It is generally desirable to conduct sole source negotiations prior to proceeding with a competitive RFP, and the timeline for this project allows for both.

Task 7 Deliverable

- City Council staff report and presentation regarding sole-source negotiation (dependent on gap analysis findings).

8 - Progress Update Presentations

R3 will provide and present updates to the City Council approximately every six months regarding progress and key decision points throughout the project. As needed, and subject to the budgetary limitations in this proposal, R3 will also be available to conduct progress update presentations to Neighborhood Councils, commissions, and boards.

Task 8 Deliverable

- Preparation of meeting materials and presentation of information at meetings.



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left blank for double-sided printing purposes.*

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3. TIMELINE OF PROJECT

Our tentative timeline and project schedule is both subject to revision, *based on the timing of contract award*, and negotiable, *to best meet the City's needs for this engagement*. The timeline by task, below, includes anticipated time needed to provide draft deliverables, meetings with the City to review and discuss draft deliverables, revise the draft deliverables, and complete the finalization of deliverables.

Overall Timeline

The overall objective of this project is to facilitate a decision of the City Council regarding whether to continue its contracting relationship with Richmond Sanitary Service or proceed to competitively procure a new solid waste contract with an effective date of July 1, 2025.

In either case, a new or extended agreement for solid waste services should be executed 12 months prior to that date (i.e., July 1, 2024), in order to allow for smooth transition. To meet that milestone, the City Council should make a decision regarding whether to continue its contracting arrangement or conduct a competitive procurement no later than June 2023, which would provide one year for a competitive procurement effort, if desired by the Council. Our project timeline is geared to facilitate a City Council decision by that date.

TASK	TIMELINE
1 Collection Agreement Analysis and Recommendations	July 2022 - August 2022
2 Community Profile and Metrics	July 2022 - September 2022
3 Solid Waste Collection Gap Analysis	July 2022 - September 2022
4 Community Engagement	July 2022 - March 2023*
5 Financial Analysis	July 2022 - September 2022
6 Council, Staff and Community Meetings	July 2022 - April 2023
7 Negotiation Meetings	January 2023 - April 2023
8 Progress Update Presentations	November 2022 - April 2023*

* see notes on following page

Timeline Notes

The schedule for **Task 4**, Community Engagement, is flexible and will be designed with the involvement of key City stakeholders. As such, it is premature to include a firm timeline for completion of that task at this time.

That being said, we understand from the City's RFQ that it is desirable to conduct a workshop with relevant stakeholders as soon as possible – to that end, we recommend an initial stakeholder workshop shortly after contract execution, by September 2022.

The remainder of the community engagement task schedule will be informed by the community engagement design process and is anticipated to conclude in advance of the Task 8 City Council progress update presentation in April 2023.

With respect to **Task 8**, Progress Update Presentations, the City's RFQ requested updates to the Council (and Neighborhood Councils, commissions, boards, and community organizations as requested) every six months during the project. With the anticipated contract award in July 2022, pursuant to the City's RFQ, we suggest scheduling the progress updates for November 2022 and April 2023.

4. PROPOSED BUDGET & COSTS

Budget Narrative

R3's proposed budget and costs for this project is shown in the **Budget Table**, on the following page. The budget spreadsheet indicates the cost of each of the eight (8) major elements identified in the scope of services and is inclusive of all direct and indirect project costs associated with this project, including the estimated hours by staff person and task.

As proposed, our not to exceed budget for this engagement is **\$136,735**. Please note that this not-to-exceed budget, and that hours and costs by specific task may vary, with the exception of task 8, Community Engagement, which we would plan to expend in full. This not-to-exceed cost does not include development and execution or award of a new solid waste collection agreement - completion of a new agreement with RSS or completion of an RFP competitive procurement process is not included in this proposal. R3 will happily subject separate scopes of work, budgets and schedules to complete one or both of those efforts upon after contract award pursuant to the City's RFQ.

As shown in the spreadsheet, our proposed budget includes the costs associated with facilitating effective community engagement activities, as described in the commitment letter from Envirolutions (see Appendix). That commitment letter also includes an estimated \$800 in Envirolutions' mileage costs and minor materials costs, as well as 360 hours of Envirolutions staff time to complete the task 8 activities. Additionally, we have included 50 hours of R3 staff time in the community engagement efforts, to ensure that other project tasks are well informed by the community engagement process (and vice versa). Our cost proposal includes a 10% markup on Envirolutions' hourly billable rates for R3's management and administration of the subcontract, invoicing, and payments to Envirolutions as our sub-contractor.

Please note that Tasks 6, 7 and 8 include meetings with Council, community members, staff, and the City's solid waste contractor. R3 is flexible with respect to the number of such meetings that are attended upon request by the City – however, if additional meetings (above and beyond the allotted hours available for meetings in those tasks) are necessary, these additional meetings requested and agreed to by the City and R3 will be above the not-to-exceed budget at our hourly rates.

R3 will not costs or invoice the City in excess of the not-to-exceed amount proposed herein without prior approval of the City, and we will take care to communicate if and when the number of requested meetings starts to approach the hours and cost thresholds established in the spreadsheet, on the following page.

R3 is willing to negotiate revisions to our proposed hours, budget, and costs in order to best meet the needs of the City with appropriate revisions to the expected scope of work.

4. PROPOSED BUDGET & COSTS

Budget Table

TASKS	STAFF MEMBER & HOURLY RATE							TOTAL HOURS	EXPENSES	TOTAL COST
	Garth Schultz Principal \$ 285	Scott Hanin Sr. Project Director \$ 285	R3 Staff Sr. Project Manager \$ 220	R3 Staff Project Manager \$ 200	Juliana Gerber Associate Director \$ 121	Alejandra Warren & Refugio \$ 121	Sanchez			
1 Collection Agreement Analysis and Recommendations	5	5	30	0	0	0	0	40	\$ -	\$ 9,450
2 Community Profile and Metrics	5	5	0	35	0	0	0	45	\$ -	\$ 9,850
3 Solid Waste Collection Gap Analysis	5	5	25	5	0	0	0	40	\$ -	\$ 9,350
4 Community Engagement	10	0	0	40	100	260	0	410	\$ 800	\$ 55,210
5 Financial Analysis	10	25	0	0	0	0	0	35	\$ -	\$ 9,975
6 Council, Staff and Community Meetings	30	10	0	15	0	0	0	55	\$ -	\$ 14,400
7 Negotiation Meetings	20	40	0	0	0	0	0	60	\$ -	\$ 17,100
8 Progress Update Presentations	20	20	0	0	0	0	0	40	\$ -	\$ 11,400
TOTALS								725	\$	136,735

5. STAFFING

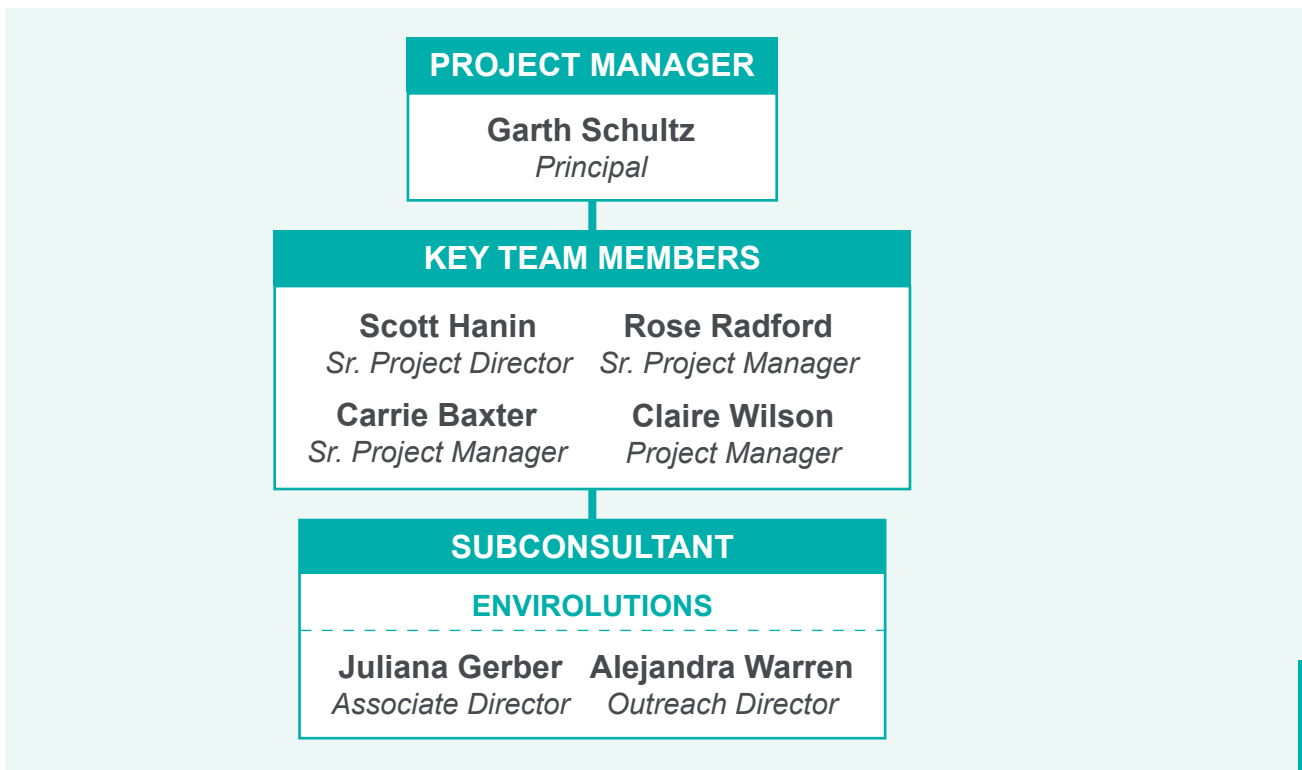
Project Team

R3 and Envirolutions have complementary industry experience and expertise. R3's broad experience has allowed us to address a variety of issues that typically confront our municipal clients during the implementation of solid waste and recycling programs and facilities, including regulatory compliance, community outreach and public education, land-use planning and permitting, inter-jurisdictional coordination, planning requirements and diversion mandates, labor issues, and customer service and billing functions.

Both R3 and Envirolutions have profound knowledge of statewide solid waste and recycling issues, including infrastructure (and more specifically, a depth of expertise on Bay area facilities and issues), regulatory requirements, and available resources. Together, this project team will exceed the City's expectations for consulting services related to the City's solid waste collection franchise.

Organizational Chart

Our proposed team will be led by R3 Principal, Garth Schultz. Garth will be supported by R3 Sr. Project Director, Scott Hanin, R3 Sr. Project Managers, Rose Radford and Carrie Baxter, R3 Project Manager, Claire Wilson, and Envirolutions team members, Juliana Gerber and Alejandra Warren.



Resumes

Resumes for each key team member can be found in the appendix.

Roles & Responsibilities

Name + Role	Responsibilities
Garth Schultz <i>Overall Project Manager</i>	Garth will be the Project Manager and will be the primary point of contact. He will be responsible for overseeing the team – including sub-consultants – providing quality control and quality assurance on deliverables; managing project accounting, finances and invoices, and; ensuring cost-effective and quality assured project delivery on time and on budget. Garth will be the lead R3 figure in high profile community, staff, and Council meetings.
Scott Hanin <i>Lead Contract Strategist and Negotiator</i>	Scott is a seasoned public agency professional and is particularly adept at facilitating inter-agency policy and contracting solutions thanks to his prior work as a City Manager of El Cerrito and Executive Director of the West Contra Costa Integrated Waste Management Authority. Scott will lead the project team's efforts with respect to contracting strategy and negotiations.
Rose Radford <i>Contracting Analyst</i>	Rose has helped over a dozen agencies with their SB 1383 procurement requirement calculations and planning and is currently leading R3's overall SB 1383 compliance projects for eight agencies in Marin County and all of San Benito County. For the City, Rose will provide contracting analysis to ensure that the City's solid waste collection agreements are a best match to the City's solid waste services and State compliance needs.
Carrie Baxter <i>Procurement Analyst</i>	Carrie is one of R3's lead contracting procurement analysts, and has supported over a dozen cities in conducting competitive RFP processes for solid waste services agreements. For this engagement, Carrie will provide strategic support and analysis related to the City's decision-making process for its next solid waste collection agreement.
Claire Wilson <i>Community and Compliance Analyst</i>	Claire is a talented and passionate waste recovery and reduction consultant, with experience in many aspects of SB 1383 compliance planning and implementation. Claire will provide leadership and support with respect to the community and stakeholder engagement processes and will also provide support for the City's compliance needs with the State.
Juliana Gerber <i>Enviroolutions Overall Project Manager</i>	Juliana will be responsible for day-to-day project management of the subconsultant team including communication and coordination of all activities to the project team, coordinating schedule, budget management, quality assurance, and report preparation.
Alejandra Warren <i>Enviroolutions Outreach Lead</i>	Alejandra will be the lead on community engagement and outreach for the project, responsible for the planning and coordination of community meetings, training, webinars and other forms of community engagement. She will also be involved in data collection and analysis and will assist with the final report preparation.

6. QUALIFICATIONS & REFERENCES

Qualifications

Summary of Demonstrated Capability

For the past 20 years, R3's project team has developed a unique level of relevant experience and knowledge of solid waste solutions that can help you deliver the programs and policies that your community needs. Our work, with a sampling shown below, covers everything from agreement negotiations to policy and ordinances development, legislative compliance, and education and outreach.

JURISDICTION	SERVICE(S) PROVIDED						
	Legislative Compliance	Record Keeping & Reporting	Collection Agreement Assistance	Ordinances & Policies	Edible Food Recovery	Education & Outreach	Procurement of Recovered Organics
City of Brentwood	■	■		■		■	■
City of Citrus Heights	■	■	■	■	■	■	■
City of Concord	■	■	■	■	■	■	■
City of El Cerrito	■		■	■		■	■
City of Fairfield	■	■	■	■	■	■	■
City of Folsom	■	■	■	■	■	■	■
City of Hercules	■		■	■			
City of Los Altos	■	■	■	■	■	■	■
City of Martinez	■	■	■	■	■	■	■
City of Petaluma	■	■	■	■		■	■
City of Rancho Cordova	■	■	■	■	■	■	■
City of Richmond			■	■			
City of Riverside	■	■	■	■		■	
City of Rohnert Park	■	■	■			■	
City of San Pablo	■			■			
City of Santa Clara	■	■	■	■		■	
City of Santa Rosa	■	■	■	■		■	■
City of Vallejo	■	■	■	■	■	■	■
City of West Sacramento	■	■	■	■	■	■	■
Kings Waste and Recycling Authority	■	■	■	■	■	■	■
RecycleMore	■	■	■	■	■	■	■
Sacramento County / SWA	■	■	■	■		■	■
Town of Windsor	■	■	■	■	■	■	■
Ventura County	■	■	■	■	■	■	■

R3 References

City of Santa Clara | Franchise Agreement Negotiations & Rate Study

R3 was engaged by the City to assist in the preparation and negotiation of the City's exclusive Franchise Agreements (Agreements) with Recology South Bay (Recology) and Mission Trail Waste Systems (MTWS). R3's work included development of a multi-year Rate Study to help the City establish and set customer rates for solid waste services provided under the New Agreements.

R3 worked with City staff throughout the negotiation process to ensure that the new Agreements achieve the City's objectives, including compliance with applicable state legislation, and the City's long-term financial and diversion goals. R3 also assisted with the procurement of a separate contract for waste processing services to meet SB 1383 requirements with GreenWaste Recovery. Negotiations resulted in three compliance options for Council consideration, at varying levels of rate-payer convenience and expense.

City Council selected the most convenient and most expensive option, with projected increases in rates of about 60% over three years. R3 completed a Rate Study for rates effective July 1, 2020, 2021, and 2022 to ensure ongoing funding of City's entire solid waste program and new expenses related to SB 1383 compliance. Actual rate increases over the three-year period have been slightly lower than originally projected.

For this engagement, R3 completed the following three main tasks for the City:

1. Reviewed current Agreements with Recology and MTWS and prepared recommendations to be included in new exclusive Agreements that ensure flexibility and compliance with SB 1383. Both new Agreements were executed by the City.
2. Advised and assisted with contract negotiations with the City's current haulers and with a separate waste processor, resulting in selection of a new waste processor.
3. Completed a detailed rate study analysis to help the City establish customer rates for services to be provided under new Agreements, achieving compliance with Prop 218 and SB 1383, and meeting cost-recovery for the City's solid waste system.

Project Benefits

- » Successful negotiations of three solid waste agreements that were executed by the City and are now in effect.
- » Successful completion of a cost-of-service rate study which meets the annual solid waste system funding requirements, complies with Prop 218, addresses discounted rates for low-income residents, and funds the costs of SB 1383 compliance.

Client Contact

Mr. Dave Staub, Deputy Director of Public Works
1700 Walsh Ave, Santa Clara, CA, 95050
408.615.3086 | dstaub@santaclaraca.gov

Contract Amount

\$299,000

Project Dates

November 2018 – March 2022

Team Members

Garth Schultz, Claire Wilson

City of Santa Clarita | Franchise Agreement Negotiations & Rate Review

R3 was engaged by the City to provide an analysis of its exclusive Franchise Agreements (Agreements) for solid waste residential and commercial service with Waste Management (WM) and Burrtec Waste Industries Inc. (Burrtec), which are set to expire in 2023. R3 also prepared a comparative rate and services analysis of surrounding market conditions. One objective of this analysis was to determine the key negotiation points to consider during discussions with WM and Burrtec regarding contract terms, extensions, and/or amendments. Our team comprehensively reviewed the City's existing Agreements, including amendments, and provided recommendations for contract enhancements that address the City's goals and state legislative requirements including SB 1383, AB 1826, AB 939, and the China National Sword.

R3 is now also engaged by the City to conduct a competitive procurement RFP process, which is currently underway. R3 developed the RFP document and associated collection agreement and will be assisting the City with the next steps of proposal review and evaluation, interviews and negotiations, and ultimately recommendation of contract award.

R3 addressed the following in our review of the City's existing Agreements:

1. *Adequacy of City's solid waste collection programs and services.*
2. *Performance standards and operational requirements.*
3. *Current and future compliance and reporting requirements related to state legislative mandates.*
4. *Addition of street-sweeping services.*
5. *Rate-setting methodology and adjustments for changes in recyclable markets and organics processing.*
6. *Establishment of realistic and verifiable diversion requirements.*
7. *Outreach and education programs.*
8. *Customer service practices/ liquidated damages.*
9. *Disposal and processing facilities available currently and long term.*
10. *Hauler reporting requirements.*
11. *Term and extension provisions.*
12. *Contamination and overage protocols.*
13. *Vehicle and container replacement practice.*

Project Benefits

- » Positioned City for better long-term solid waste contracts by providing recommendations for contract enhancements that address the City's goals, state mandates, new technologies and trends, and cost impacts; and
- » Facilitated necessary compensation adjustments with Burrtec by providing neutral third-party review of Burrtec's extraordinary rate adjustment request including underlying financial information.

Client Contact

Mr. Curtis William, Administrative Assistant
23920 Valencia Boulevard, Santa Clarita, CA 91355
661.255.4308 | cwilliams@santa-clarita.com

Contract Amount

\$204,409

Project Dates

April 2021 – Current Ongoing Project

Team Members

Garth Schultz, Carrie Baxter

Zero Waste Marin | Zero Waste Strategic Planning & Organizational Assessment

R3 was recently selected by Zero Waste Marin to conduct an Organizational Assessment of the JPA and provide recommendations on Best Management Practices and agency design that will improve the JPA's ability to support Marin's efforts to reduce waste going to landfill; as well as a zero waste feasibility study update that identifies five short-list strategies and a roadmap toward implementation of those strategies.

Project tasks included the following:

1. Researched, analyzed, developed findings, and prepared recommendations regarding the JPA's Board of Director's structure and composition, including potential alternatives to current practices.
2. Researched, analyzed, developed findings and prepare recommendations for future JPA staffing, that would be necessary to implement potential future alternative JPA structure and/or composition (such as contract staffing, support costs, expanded program costs, etc.).
3. Researched, analyzed, and developed findings regarding per capita (and/or per ratepayer) funding levels for other similar (and/or model) solid waste and recycling joint powers authorities, including descriptions of zero waste achievement and programs and services provided by the comparison agencies.
4. Conducted workshops with the Executive Committee and/or Board on best management practices in other zero waste communities and similar joint powers authorities.
5. Used our expertise to provide advice and recommendations on possible updates the 1996 Joint Powers Agreement.
6. Mapped out the next steps the JPA could take to effectively move towards its zero waste goals and objectives, and identified five short-list zero waste strategies for implementation based upon updated waste and diversion modeling, stakeholder input, and best practices in zero waste.

Project Benefits

- » Enhanced organizational effectiveness; and
- » Improved zero waste programs.

Client Contact

Ms. Liz Lewis, Former Interim Executive Director
1600 Los Gatos Drive, Suite 210, San Rafael, CA 94903
415.473.7226 | lizlewis@marincounty.org

Contract Amount

\$149,775

Project Dates

March 2020 – December 2021

Team Members

Garth Schultz, Scott Hanin, Rose Radford, Carrie Baxter, Claire Wilson

RecycleMore | Planning Assistance for SB 1383 Organic Waste Reduction

R3 recently led a team consisting of SCS Engineers, Abbe & Associates, and Cascadia Consulting Group to provide initial planning support for RecycleMore and its Member Agencies in implementing Senate Bill (SB) 1383.

Project tasks included the following:

1. Researched, analyzed, developed findings, and prepared recommendations regarding the JPA's Board of Director's structure and composition, including potential alternatives to current practices.
2. Analyzed current RecycleMore organics collection programs for all sectors, including processing, and determined adequacy to support compliance with SB 1383 requirements.
3. Provided an estimate of additional collection and/or processing capacity needed to achieve the SB 1383 requirements.
4. Analyzed existing RecycleMore program compliance requirements and new compliance requirements under SB 1383, consider the listed activities under all state mandates.
5. Provided recommendations for the most effective implementation of required activities, which include:
 - Education and Outreach
 - Inspection and Enforcement, including the assessment of penalties and contamination monitoring;
 - Edible Food Recovery Programs
 - Regulation of Self-Haul Sector
 - Purchasing Policy Changes
 - Municipal Code Updates
 - Container Color and Labeling Requirements
6. Provide a recommendation and description for accurate record keeping and monitoring of recommended RecycleMore activities to determine their performance effectiveness and contribution to organics reduction.

Project Benefits

- » Enhanced compliance with SB 1383; and
- » Improved coordination on legislative compliance between RecycleMore and its Member Agencies.

Client Contact

Mr. Peter Holtzclaw, Executive Director
3220 Blume Dr Suite 198, Richmond, CA 94806
510.215.3127 | PeterH@recyclemore.com

Contract Amount

\$63,170

Project Dates

April 2020 – Current Ongoing Project

Team Members

Garth Schultz, Rose Radford, Claire Wilson

Envirolutions References

City of Alameda | Zero Waste Technical Assistance

Envirolutions is serving as a subcontractor to SCS Engineers on a contract to provide commercial and multifamily technical assistance to business and multifamily sites in the city of Alameda. The scope of the work includes visual waste audits, service level recommendations, technical assistance to property management to improve recycling participation and the rolling out of new recycling and organics collection services. Envirolutions works hand-in-hand with the waste hauler Alameda County Industries (ACI) to provide seamless assistance, which includes, but is not limited to making recommendations for effective sorting systems within the facilities' operations, helping to facilitate service level changes, and distributing outreach materials.

Client Contact	Mr. Marc Green, Program Specialist II 950 W. Mall Square Alameda, CA 94501 510.298.2984 mgreen@alamedaca.gov
Contract Amount	\$26,000, Annually, Allocated to Envirolutions
Project Dates	August 2018 – Current Ongoing Project
Team Members	Juliana Gerber

San Mateo County | Bilingual Sustainability Workshops

Envirolutions staff Alejandra Warren co-developed and presented bilingual and culturally appropriate virtual workshops focused on sustainability issues such as composting, vermicomposting, gardening, and recycling for the San Mateo County Office of Sustainability. She provided translation and interpretation services for curriculum and outreach materials, led trainings on sustainability topics entirely in Spanish, and facilitated bilingual breakout groups which enriched the workshops she led with equity, inclusion and increased community participation.

Additionally, Alejandra was a guest lecturer for the Office of Sustainability's Master of Resource Conservation Course, which is a 8-week long course offered to residents and businesses based in San Mateo County that covered multiple areas of sustainability including energy and water efficiency, waste management and recycling, food and food distribution systems, transportation alternatives, and open space management.

Client Contact	Ms. Avana Andrade, Sustainability Specialist 455 County Center 4th Floor, Redwood City, CA 94063 970.566.1464 aandrade@smcgov.org
Contract Amount	\$15,000-\$19,000, Annually, Allocated to Envirolutions
Project Dates	2019 – 2021
Team Members	Alejandra Warren

7. VALUE-ADDED SERVICES

R3 Value-Adds

Our team has been engaged to provide various services for the City and look forward to continuing our excellent work history with the City. R3 delivers expert industry analysis and recommendations to our clients, who always receive:

- » **Unbiased, conflict-free project management and objective, fair treatment:**
 - We have no entanglements with local districts, no hidden agendas, and no pre-ordained vendors. This translates to a high repeat customer rate and solid, respectful relationships with jurisdictions and haulers.
 - Extensive experience managing projects with multiple stakeholders, which includes planning realistic goals, schedules, and budgets, effectively communicating with all key players, working collaboratively to achieve objectives and stay responsive, and streamlining processes.
- » **Data-driven, money-saving solutions and clear deliverables:**
 - Best-approach, honest recommendations to the City's contractual needs, derived from decades of solid waste consulting experience and analysis of client data.
 - Focus on improving safety and customer service, increasing productivity, and reducing costs.
 - Fair, affordable rates and clearly-defined deliverables – no overages.
- » **Comprehensive, up-to-the-minute understanding of industry regulations:**
 - Principals and key staff have superior knowledge base from over decades of hands-on industry and legislative compliance experience.
- » **Reliable Team Support:**
 - We will be an extension of the City's team, working side-by-side to advise and guide, keep all stakeholders up-to-date, and move the project smoothly forward.

Envirolutions Value-Adds

- » Native Spanish speaker Outreach Director, Alejandra Warren, brings a specialized focus on the cultural, socio-economic aspects of waste management and the importance of directly addressing the necessity for multi-focused solid waste service programs;
- » Envirolutions is a **woman-owned, locally-operated, small business**;
- » Established experience working in and with culturally diverse communities throughout the Bay Area.



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left blank for double-sided printing purposes.*

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8. CONTRACTOR ASSIGNMENT OF SUB-CONTRACT

R3 ensures that the resulting contract shall not be assigned, transferred, or sublet, in whole or in part, without the prior written approval of the City of Richmond. We intend to subcontract a portion of the resulting contract to Envirolutions. R3 and Envirolutions have complementary industry experience and expertise. Both R3 and Envirolutions have profound knowledge of statewide solid waste and recycling issues, including infrastructure, regulatory requirements, and available resources.

The quality control measures R3 will employ to ensure that Envirolutions complies with the provisions of our potential contract with the City include:

- Developing a project matrix to track and manage project progress, including tasks and subtasks, the assigned primary staff, and supporting Quality Assurance/Quality Control (QA/QC) staff.
- Maintaining work papers that catalog supporting documentation for all analysis, “ticked and tied” to the project findings, as appropriate.
- Assigning senior R3 staff to be responsible for providing critical review and final quality assurance of all project deliverables.
- Including unlimited virtual meetings to clarify and develop a strong understanding of the information we receive from our clients.
- Building opportunities for client feedback throughout our work scope, scheduling regular conference calls with client project staff to strategize, discuss project progress, and proactively resolve any issues that may arise.

9. EXCEPTIONS TO THIS RFQ

R3 takes no exception(s) to this RFQ, including but not limited to the City of Richmond’s Standard Services Agreement.

10. IMPARTIALITY & DISCLOSURE

Confirmation

Neither R3 nor Envirolutions staff are currently participating 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 conflict with the City’s interests.



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Garth Schultz Principal

About

Garth Schultz brings 18 years of solid waste management experience in both the private and public sectors. His areas of expertise include managing or assisting with sole source and competitive procurement of collection, materials processing, and transfer and landfill services. Garth has participated in crafting Request for Proposal (RFP) documents and detailed Agreements that incorporate state legislative requirements, performance incentives, and rate-adjustment guidelines involving various profit bases. He has also evaluated proposals, prepared and presented award recommendations, and assisted with contract negotiations.

Other areas of solid waste industry experience include: developing strategic Zero Waste and high-diversion plans; modeling, reviewing, and restructuring rates; reviewing hauler operations and performance; reviewing solid waste programs and providing recommendations for improvement; and engaging stakeholders and communities through workshops and outreach planning.

Education

- » Master of Public Administration and Public Policy Development, Cal State East Bay
- » Bachelor of Science in Environmental Science and Minor in Public Policy, University of California, Berkeley

Relevant Experience

- » **Illegal Dumping Grant and Litter Fee Study | City of Richmond**
Principal, led prior engagements working with the City, including pro bono work that resulted in award of a \$500,000 competitive CalRecycle Grant to combat illegal dumping in the City and the development of a Litter Fee Study that resulted in the City adopting new franchise fee funding. Together, these efforts provided millions of dollars of City revenues for important programs and services benefiting the Richmond community.
- » **Franchise Extension Negotiations | City of Healdsburg**
Principal, recently led the negotiation process to extend, amend, and restate the City's franchise agreement with their service provider (Recology Sonoma Marin). Garth and other members of the R3 team identified, redrafted, and negotiated agreement terms and conditions that required updating, while also reviewing and negotiating around several iterations of financial proposals from Recology.
- » **Procurement and Negotiation Assistance | City of Santa Clara**
Principal, recently led negotiations for the City of Santa Clara for the City's future exclusive Agreements with Recology South Bay (Recology) and Mission Trail Waste Systems, including a rate study to help the City establish customer rates for services to be provided under the new Agreements. The new Agreements are designed to achieve the City's objectives, including compliance with applicable state legislation, and the City's long-term financial and diversion goals.
- » **Procurement and Negotiation Assistance | Cities of: Piedmont, Half Moon Bay, Santa Rosa, Los Altos**
Principal, managed R3's work with the City of Piedmont to pursue a negotiated franchise extension with the City's franchised hauler, and previously assisted with the procurement processes for the cities of Half Moon Bay and Santa Rosa.
- » **Procurement and Negotiation Assistance | RecycleMore and the Cities of Milpitas, Petaluma, Santa Rosa**
Principal, played a key support role in evaluating post-collection services alternatives for RecycleMore member agencies (Contra Costa County and the cities of El Cerrito, Hercules, Pinole, Richmond, and San Pablo). He also led transition assistance for the City of Milpitas when they switched to a new franchised hauler for solid waste collection. On behalf of the City of Petaluma, he assisted in R3's extensive review of the proposed assignment of multiple collection, processing, transfer, and other contracts from The Ratto Group (TRG) to Recology Sonoma Marin (Recology) for jurisdictions throughout the counties of Marin and Sonoma.
- » **High Diversion Implementation Plan | City of Los Altos**
Principal, recently led the development of the City's High Diversion Implementation Plan, assisting in developing recommendations for the City's hauler to meet its 78% diversion requirement and AB 1826 legislative requirements, such as advocating mixed-waste processing to remove organics and recyclables from commercial and multi-family waste streams. He has assisted numerous cities in other similar projects, updating Municipal Codes to incorporate current state regulatory requirements for clients.
- » **Environmental Services Management | City of El Cerrito***
Lead Negotiator, from 2006 to 2014, Garth worked for the City of El Cerrito in all aspects of solid waste management and recycling. During his tenure with the City, Garth worked collaboratively with City of Richmond staff on a variety of matters, including collaboration on RecycleMore's post-collection agreement with Republic Services, supporting the development and initiation of green waste composting at the closed West Contra Costa County Landfill.



Scott Hanin

Sr. Project Director

About

Scott Hanin has more than 30 years of solid waste experience, including serving as the Executive Director of the West Contra Costa Integrated Waste Management Authority (WCCIWMA). Scott was also City Manager for the City of El Cerrito for 17 years, a member agency of the WCCIWMA. Scott oversaw all aspects of city government including budget development, strategic planning, community engagement, organizational development and restructuring, capital projects, legislative compliance, and oversight of all department heads.

He conducted multiple operational reviews of the City's solid waste and recycling operations, which led to numerous changes in program operations including the design and construction of the City's award-winning drop-off center. Throughout his career Scott has worked with dozens of local governments on the review and development of modern solid waste agreements. Now in his work with R3, Scott is currently assisting Zero Waste Marin in an organizational review of the agency. He recently managed a debt financing study as a subcontractor to R3 for Zero Waste Sonoma. Prior to moving to California, Scott oversaw performance and evaluations of the operations of the New York City Department of Sanitation in his role in the Mayor's Office of Operations.

Education

- » Master of Public Administration, New York University
- » Bachelor of Arts in Political Science, University of Delaware
- » Executive Certification in Public Administration, UC Berkeley

Relevant Experience

- » **Review of Franchise Assignment | City of Milpitas**
Project Director, performed a detailed review of the qualifications of Waste Connections as it relates to a potential assignment of the franchise agreement from Milpitas Sanitation.
- » **Review of Organizational Structure | Zero Waste Marin**
Project Director, performed an analysis of the organizational structure of the JPA and provided recommendations for improvements to staffing model through changes in governance, wages and benefits. Compared responsibilities and services with that of similar JPAs. Wrote report of findings and presented recommendations to staff and Board Members.
- » **Development of Debt Service Strategy | Zero Waste Sonoma**
Project Director, developed a financial plan and strategy to help the JPA evaluate debt service alternatives for the development and acquisition of land for new facilities. This included a schedule as well as rate impacts including drafting of the staff reports for the Board.
- » **Assistance with Disposal Agreement Negotiations | City of Los Altos**
Project Support, currently working with the City to negotiate a new disposal agreement with Republic Industries in an effort to ensure disposal capacity, increased diversion and rate stability.
- » **Prop 218 Detailed Rate Review of Recology's Rates | Zero Waste Sonoma**
Project Manager, currently leading the effort to evaluate the financial impact of adding collection service to current accounts that self-haul their waste because of legislation requiring mandatory service for all properties. Also, managing a detailed rate review of the County areas, including the impact of additional programs related to SB 1383. Scott is also leading the overall project efforts to meet Zero Waste Sonoma's expectations of mandatory subscription to organics and solid waste collection service per SB 1383.
- » **Negotiation Assistance | City of Westlake Village**
Project Support, currently working with the City to assist in negotiation of a new collection agreement and developing support for city fees that will comply with Proposition 218. He is conducting an analysis of the City's solid waste collection system in relation to Waste Management's requested term extension for meeting regulatory requirements.
- » **Assistance with Agreement Assignment | Novato Sanitary District**
Project Support, currently working with the District to evaluate the possible assignment of the current collection franchise from the sanitary district to the City. Coordinating the assignment with all of the stakeholders including the Sanitary District, City, LAFCO and the hauler. The franchise agreement between Novato Sanitary District and Recology covers both the entirety of the City of Novato, and some parts of Unincorporated Marin County. The agreement was executed in May 2011, and was set to expire on December 31, 2025; however, the assignment provision of the Collections Agreement triggered at the time of Recology's assignment of the agreement and will now expire on the date of the assignment in 2024.

Rose Radford

Sr. Project Manager

About

Rose Radford has accumulated valuable experience in environmental consulting, research, policy, and data analysis. With her strong background in research and technical writing, Rose has provided valuable support for procurement of solid waste collection services by writing high-diversion collection service and processing/disposal agreements, conducting extensive surveys, and coordinating clear communications between clients and proposers.

Her other areas of expertise include: solid waste management planning and program development; operations, programs, and facility reviews; Municipal Code analysis and revision; researching and compiling data; operational and performance reviews of haulers; field studies and survey coordination; and financial planning, including rate modeling, rate studies and rate reviews.

Education

- » Master of Public Administration in Environmental Science and Policy; Columbia University
- » Bachelor of Science in Conservation and Resource Studies; University of California, Berkeley
- » Construction and Demolition Facility Evaluator; Recycling Certification Institute

Relevant Experience

- » **Conditional Use Permit (CUP) 5-Year Review** | City of Richmond
Project Manager, engaged to conduct the City's 5-Year Review of Republic Services' CUP for the West Contra Costa Sanitary Landfill Bulk Materials Processing Center (inclusive of Golden Bear Transfer Station and associated solid waste facilities). Rose led the evaluation and verification of Republic's compliance with the CUP performance requirements during the period. She then assisted the City in drafting and negotiating changes to the CUP and a staff report to the Planning Commission, which included the recommendation to conduct ongoing monitoring for the period of one additional year. The additional year of monitoring is complete and Republic was found to be substantially in compliance with the City's requirements. Rose is currently engaged by the City to conduct ongoing monitoring of Republic's compliance.
- » **Planning Assistance in Response to SB 1383 Organic Waste Reduction Mandates** | RecycleMore
Project Manager, evaluated the JPA and its Member Agencies' preparedness for SB 1383 by engaging with JPA and Member Agency staff as well as hauler representatives, providing specific guidance on areas of particular concern, recommending responsible entities for each requirement, and assisting in the first stages of implementation. Currently, Rose is reviewing draft municipal code updates to be provided by RecycleMore to Member Agencies for their consideration.
- » **Negotiation and Procurement Assistance** | Town of Atherton
Project Analyst, currently providing procurement assistance services for the Town of Atherton (Town), evaluating and determining their best option for solid waste collection, recycling, processing, and disposal services. The Town currently has a Franchise Agreement with their hauler that expires in December 2020. R3 is assisting with identifying and documenting known current services and costs for those services provided to the Town by Recology and SBWMA and evaluating the Town's options for securing a different service provider for collection services only, and for collections, recycling, processing and disposal services together.
- » **Contract Extension Negotiations** | City of Los Altos
Project Manager, recently assisted Garth Schultz in contract extension negotiations with the franchised hauler on behalf of the City of Los Altos (City). Rose completed the City's SB 1383 readiness analysis, identifying key contract terms to include in the extension negotiations, drafted the proposed contract language, and negotiated key outcomes identified by the City as priorities. The extension negotiations resulted in a franchise agreement that was SB 1383-ready, including universal roll-out of organics service to all businesses in the City, and a 20% reduction in the rate increase originally proposed by the hauler.
- » **Solid Waste Hauler Procurement** | City of Piedmont
Project Manager, she was instrumental in each step of the City of Piedmont's recent procurement assistance project for solid waste collection services, participating in community engagement processes, incorporating requests from City Council, and writing both the RFP and the base contract used in the procurement.
- » **Organics Processing Procurement Assistance** | Zero Waste Sonoma (formerly Sonoma County Waste Management)
Project Manager, assisted incorporated key recommendations and findings about organics material processing in the County of Sonoma to compile a Request for Information, which was followed by a full procurement process for Zero Waste Sonoma. As part of this process, she drafted and revised the RFP document and its attachments, participated in facilitating community workshops, and drafted the two high-diversion and high-performance base contracts for use by the Agency and its selected contractors. She assisted in the technical evaluation of the submitted proposals, including an evaluation of the proposed site location, capacity, pricing, and other issues of concern to the agency.

Carrie Baxter

Sr. Project Manager

About

Carrie Baxter has over a decade of experience in solid waste consulting, in a broad range of operational, planning, and financial projects. She specializes in providing legislative compliance assistance to local jurisdictions for implementing or expanding programs related to organic material collection, tracking, and infrastructure development, as well as assisting in negotiating improvements and best practices into municipal codes and collection agreements.

Carrie also has significant experience with competitive procurement projects for solid waste management services, including providing financial analysis services, such as studying rates and how to incentivize diversion, and engaging the community and stakeholders. In addition, Carrie routinely supports operations and performance reviews, evaluating billing and reporting systems and conducting on-site route audits, conducting comprehensive benchmarking and rate surveys, and creating disaster debris management plans for various cities in California.

Education & Achievements

- » Bachelor of Science in Organization, Leadership & Management: University of San Francisco
- » Ms. Baxter authored an article in the March/April 2019 BioCycle Magazine
- » Presented at the 2019 BioCycle West Coast Conference; the 2019 CRRA Conference on Rate Setting for Organics Diversion; and the 2018 CRRA Conference on Disaster Planning

Relevant Experience

- » **Procurement and Negotiation Assistance** | Cities of: El Cajon, Banning, Eastvale, San Juan Capistrano, Fairfield, Santa Clara, Santa Clarita, Irwindale, and Vallejo, and CalPoly Pomona
***Project Manager**, Carrie used her particular expertise in reviewing Agreements and recommending updates and revisions to contract language to incorporate legislative requirements and improve the efficiency, safety, and overall cost-effectiveness of existing operations.*
- » **Procurement and Negotiation Assistance** | County of Nevada
***Lead Analyst**, served as the Lead Analyst for the negotiation of the County's collection and transfer operation services. Through this process, she analyzed Waste Management's current diversion, compared customer rates and services to jurisdictions in the surrounding region, and analyzed the cost of needed renovations and improvements.*
- » **Procurement and Negotiation Assistance** | City of Rolling Hills Estates
***Lead Analyst**, recently assisted in the negotiations with the City of Rolling Hills Estates and their hauler, designing the new Agreement to assist the City in complying with state legislation and improve Waste Management's public education and reporting, while maintaining current service levels.*
- » **Procurement and Negotiation Assistance** | City of Half Moon Bay
***Lead Analyst**, through the recent procurement process for solid waste collection services with the City, Ms. Baxter assisted in evaluating proposals, conducted site visits of the proposed facilities, assisted with negotiations, and prepared a final staff report to present the results and recommendations to City Council. As a result of negotiations, Ms. Baxter identified capital needs and operational efficiencies to help reduce operational costs, implemented new diversion programs (green and curbside recycling, residential and commercial food scrap collection), and increased diversion requirements due to analysis of surrounding jurisdictions.*
- » **Procurement and Negotiation Assistance** | Zero Waste Sonoma
***Lead Analyst**, assisted Zero Waste Sonoma in obtaining two short-term processing facility Agreements, and is currently providing on-call assistance in the finalization of one long-term processing facility Agreement to provide for organics processing capacity throughout the Sonoma County region. She also recently participated in the negotiation assistance for the nearby cities of Shafter and Rohnert Park and the Town of Windsor.*
- » **Solid Waste Franchise Review** | Recology Sonoma Marin
***Lead Analyst**, reviewed the proposed assignment of solid waste franchise and other Agreements held by The Ratto Group (TRG) to Recology Sonoma Marin (Recology) for the cities of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma County, Marin County, Novato Sanitary District, and Zero Waste Sonoma (Agencies). Specifically, she led the review of services and other requirements in the Agreements to assist the agencies in determining Recology's operational and financial ability to perform the activities covered under the Agreements. She presented the findings in a final report to the affected Agencies and at several City Council meetings.*



Claire Wilson

Project Manager

About

Claire Wilson combines her background in environmental science and ecology with her experience in research and data analysis to work with local governments in reducing and better managing their waste streams. She has a strong background in legislative compliance and community outreach and education, and her expertise is centered around policy development, state law compliance, and solid waste agreement negotiations. She is experienced in Zero Waste and high diversion planning and implementation, specializes in community and stakeholder engagement strategies, and has worked with jurisdictions to develop innovative methodologies to approach Zero Waste and comply with State legislation, including AB 341, 1828, and SB 1383. To date, Claire has helped 75+ clients manage their hauler contracts, achieve compliance with State and local legislation, and implement new and exciting policies and programs around reuse, foodware, edible food recovery, and zero waste. She has also drafted municipal ordinances to update and clearly define diversion goals, state requirements, as well as codify such requirements in solid waste franchise agreements.

Education

- » Bachelor of Science in Environmental Studies - University of California, Santa Barbara
- » Zero Waste Community Associate Certification - Zero Waste USA
- » 2019 Young Professionals Scholarship Recipient - California Resource Recovery Association

Relevant Experience

- » **Legislative Compliance Assistance** | RecycleMore (West Contra Costa Integrated Waste Management Authority)
Project Support, authored the *Inspection and Enforcement* analysis for RecycleMore as a part of our SB 1383 planning effort, and attended meetings with agency staff to identify implementation steps for SB 1383 compliance. She conducted outreach and community engagement by notifying covered and non-compliant customers under AB 1826 and AB 341. She contacted over 200 customers and conducted site visits to educate business owners and determine their next steps.
- » **Planning Assistance in Response to SB 1383 Organic Waste Reduction Mandates** | RecycleMore
Project Analyst, provided initial planning support for RecycleMore in implementing SB 1383. She analyzed current organics collection programs for all sectors, including processing, and determined adequacy to support compliance with SB 1383 and provided an estimate of additional collection and/or processing capacity needed. Additionally, she analyzed existing program compliance and new compliance requirements and provided recommendations for the most effective implementation.
- » **Solid Waste Collection & Street Sweeping Procurement Services** | City of Thousand Oaks
Lead Analyst, currently serving as the Lead Analyst with the City in drafting the City's new collection services agreement, and was a member of the selection team in the RFP process. She assisted in evaluating proposals and scoring, and finalizing the City's franchise agreement.
- » **Solid Waste Organic Program Review** | City of Riverside
Project Analyst, recommended modifications and updates to the City's existing program in support of state requirements for recycling and organics diversion, such as AB 341, AB 1826, SB 1383 and AB 1594. Also developed AB 1826 compliance plan for submission to CalRecycle.
- » **SB 1383 Compliance Plan** | City of Vallejo
Project Analyst, developed a corrective action plan to achieve AB 1826 compliance, including exemption forms, compliance letters, tracking sheets, and scripts; and a clear action plan that identified responsible entities and actions to be taken, and Municipal Code updates for mandatory organics collection.
- » **SB 1383 Organics Waste Reduction and Recycling Program** | Ventura County
Lead Analyst, currently evaluating the County's franchise agreements, determining compliance with State Laws including SB 1383, analyzing and making recommendations around the Compost Materials Handling Facility Agreement, revising and drafting a compliant SB 1383 solid waste ordinance and construction and demolition ordinance, facilitating stakeholder engagement to inform future decisions around solid waste collection in the County.
- » **SB 1383 (Organics) Rate Survey** | CalRecycle (Department of Resources Recycling and Recovery)
Project Analyst, provided research assistance on SB 1383 implementation, including compilation of data on rate structures, infrastructure development, and compost facility capacity for jurisdictions/haulers throughout California.
- » **Food Recovery Program Strategic Plan** | Alameda County Community Food Bank
Project Analyst, developed a strategic plan for increasing food recovery and distribution efficiencies as well as funding strategies to meet the requirements of SB 1383. Identified food generators and modeled the amount of food that must be recovered to meet the State's goal.



Education

B.A. Liberal Studies, Hutchins School of Liberal Studies, Sonoma State University, 2003, magna cum laude

California Refuse Recycling Council, Next Generation Management and Leadership Program, 2012

Recent Experience

City of Alameda Commercial and Multifamily Zero Waste Technical Assistance

Sausalito Sustainability Commission Commercial and Multifamily AB 341, 1826 and SB 1383 Technical Assistance

City of Oakland Multifamily Zero Waste Technical Assistance

Juliana Gerber is an environmental consultant with 7 years of direct experience in planning and implementing recycling and zero waste projects. Her expertise includes working on projects in the public and private sectors, and with agencies such as the cities of Piedmont, Alameda, Sausalito, as well as Zero Waste Marin, StopWaste and RecycleSmart. Her work on these projects primarily included project management for accessible outreach and education programs, conducting surveys, performing waste audits, and providing technical assistance to property managers in the commercial and multifamily sectors to assist with AB 341, AB 1826, and SB 1383 compliance as well as any local ordinances. A focus on building outreach that is accessible to all stakeholders is a priority.

Juliana was promoted to serve as the Associate Director of the Bay Area Woman-Owned firm, Envirolutions, LLC in 2021 after 6 years working with the firm. Envirolutions specializes in designing and implementing zero waste, recycling and sustainability projects, assisting restaurants, hotels, multi-tenant commercial complexes and multifamily dwellings in implementing effective waste diversion programs. This has included conducting waste audits, hosting staff and management training, and recommending service level changes.

Juliana also currently serves as the Financial Coordinator for the Berkeley-based non-profit Northern California Recycling Association (NCRA). Juliana started her environmental career in 2005 at Edgar & Associates in Sacramento, a regulatory environmental compliance engineering firm, where she managed day-to-day operations of the business, as well as studied legislation, edited various studies and permitting plans, and performed all executive assistant duties for the firm.



Education

Office of Sustainability County of San Mateo

Master Resource Conservation Course
2018 - Master Composter Course 2020

Harvard University

Harvard Extension School. Graduate level
"Neuroscience of Learning"

University of New Hampshire

Department of Education. Graduate level
"Education and Poverty"

University of Puerto Rico, Rio Piedras
B.A. Humanities.

Recent Experience

Sausalito Sustainability Commission
Commercial and Multifamily AB 341, 1826
and SB 1383 Bilingual Technical Assistance

Save the Bay
Urban Greening workshops and Outreach
to Latinx community in East San Jose

Alejandra Warren is a sustainability consultant and intersectional environmentalist working on diverse Zero Waste, resource conservation and environmental justice projects across the Bay Area. She co-led efforts to pass the first single-use plastic ban in San Mateo County in 2018 and co-founded Plastic Free Future in 2020 a California non-profit organization dedicated to the reduction and elimination of plastic pollution through promoting reusable alternatives and focusing on education to underserved communities. Alejandra currently works on multilingual outreach and technical assistance to businesses adopting new foodware ordinances and compliance with SB1383.

As Outreach Director with Envirolutions Consulting she has managed and supported projects for Salesforce, San Francisco Environment, the Sausalito Sustainability Commission, the Office of Sustainability of San Mateo County and more. Through her work with Plastic Free Future, Alejandra develops and implements innovative, culturally appropriate programs, webinars and tabling events to reach out to unattended communities. Alejandra proudly taps into her Indigenous/Latinx roots to enrich her work and interactions with people and nature.

Sanctuary City Compliance Statement

CITY OF RICHMOND Sanctuary City Compliance Statement

The undersigned, an authorized agent of R3 Consulting Group Inc. (hereafter "Contractor"), has had an opportunity to review the requirements of City of Richmond Ordinance 12-18 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO").

Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if at any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and subject to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 2 day of March, 2022, at Albany, California.

Printed Name: Garth Schultz

Title: President

Signed:

Date: March 2, 2022

Business Entity: R3 Consulting Group Inc., a California S Corporation

Vendor SCCO Compliance Statement (Aug2020)

Sub-Consultant Letter of Commitment



R3 Consulting Group
1512 Eureka Rd STE 220
Roseville, CA 95661

RE: Subconsultant Letter of Commitment

Dear Ms Peggy Paulsen:

This letter serves as a commitment for services and budget quote for subcontracting services related to the proposal, CONSULTING SERVICES RELATED TO THE CITY OF RICHMOND'S SOLID WASTE COLLECTION FRANCHISE AGREEMENT. Costs include Envirolutions time and services to perform the following:

Task	Task Description	Budget
1: Project Design	<ul style="list-style-type: none"> * Involve City management, business associations, community leaders, and civic organizations for their assistance in designing an inclusive process for community engagement * Inform key stakeholders of the process and integrate their feedback into project design * Design survey questions and the process for data collection and analysis * Determine indicators for program success * Secure any necessary equipment and/or printed materials 	\$ 6,600
2: Community Engagement	<ul style="list-style-type: none"> * Execute an innovative, and accessible multilingual community engagement process including stakeholders such as community organizations, civic groups, neighborhood councils, low-income housing service providers and faith leaders * Conduct surveys through community meetings, town hall gatherings, tabling, workshops, webinars, and other methods of outreach 	\$ 15,400
3: Engage Business and Property Management Associations	<ul style="list-style-type: none"> * Include the perspective of the business community by reaching out to local businesses associations, property management associations, Homeowners Associations (HOAs), the Chamber of Commerce and other local trade organizations * These groups will similarly be engaged through conducting surveys during meetings, webinars, workshops and other methods of outreach 	\$ 9,900
4: Data Compilation	<ul style="list-style-type: none"> * Synthesizing data to decipher trends and outcomes once all surveying and data collection has been completed * Transform data into graphs and slides that can be shared with project funders to present results 	\$ 4,400
5: Reporting	* Incorporate results into the final report for the project	\$ 3,300
6: Materials and travel	* Placeholder budget for any printed materials needed and for mileage to and from outreach events	\$ 800
	Total Estimated Budget	\$ 40,400

By submission of this commitment letter, Envirolutions certifies that the information submitted within the application is true, complete and accurate to the best of our knowledge. If you have any questions, please contact the undersigned.

Regards,

Juliana Gerber

6/13/2022

Juliana Gerber

Associate Director, Envirolutions LLC

Juliana@envirolutionsconsulting.com | (916) 519-9212

**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: _____ Department: _____
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, _____ 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.

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:

City of Richmond

Richmond, CA 94804-0046

1. 2 CONTRACTOR hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

EXHIBIT D GENERAL CONDITIONS

1. Independent Contractor. 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. Brokers. 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. City Property. 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.

5. 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. Services. 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. Business License. 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 judgments; 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. Safety. 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. Insurance. Insurance requirements are set forth in Exhibit F to this Contract. Contractor shall abide by the insurance requirements set forth in said Exhibit F.
18. 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. Limitations upon Subcontracting and Assignment. 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. Integration. 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. Modifications and Amendments. 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. Conflicting Provisions. 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. Non-exclusivity. 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. Time of the Essence. 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. Confidentiality. 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 confidentiality, 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. Third Parties. 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. Claims. 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. Interpretation. 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. Severability. 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. Authority. 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. Possessory Interest. 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.
39. 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. Survival. 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

EXHIBIT E
SPECIAL CONDITIONS

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

For the Contract between the City of
Richmond and

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.

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 (\$4 million aggregate 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, & other consultants as may be required by the City.</i>	PROJECT COST	REQUIRED LIMIT
	\$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><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 http://www.ci.richmond.ca.us/index.aspx?nid=61.</i></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 http://www.ci.richmond.ca.us/index.aspx?nid=61.</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.

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 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.