

**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

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**EXHIBIT A  
SERVICE PLAN**

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

**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:

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City of Richmond

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Richmond, CA 94804-0046

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

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## 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 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

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**EXHIBIT E**  
**SPECIAL CONDITIONS**

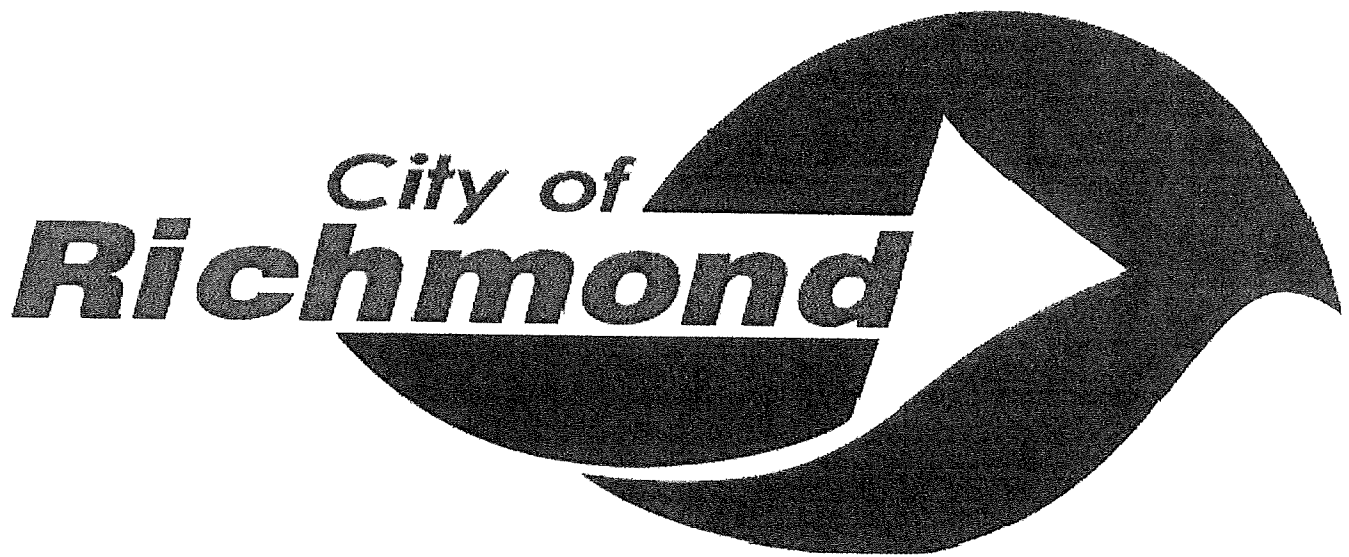
The General Conditions are hereby amended to include the following modifications and/or provisions (if applicable):

For the Contract between the City of  
Richmond and

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**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

## Request for Qualifications For Pool Equipment Supplies and Services

Quotes must be submitted  
no later than 3:00 p.m.  
Thursday, April 21, 2022

Questions regarding this RFQ can be made to:

Carl Capistrano, Stationary Engineer Supervisor  
510- 620-5479  
City of Richmond  
Department of Public Works  
# 6 – 13<sup>th</sup> Street  
Richmond, CA 94801

## **Purpose**

It is the intent of the City of Richmond to establish a list of Qualified Service Providers to provide a wide variety of swimming pool equipment, parts, supplies, services, and related products for the care and maintenance of its aquatics facilities.

The list of Qualified Service Providers will remain in effect for three years, with a not to exceed amount of \$150,000.00 over a three (3) years. After three years the list may be updated and / or have a possible two year \$50,000 extension with Department Head approval. Such products and/or services will be requested on an "as needed" basis after price, availability, lead time to delivery, and skillset needed have been considered by the City.

Service providers who wish to participate must meet certain criteria, such as; possess appropriate California State Contractors licenses, be a member in good standing with the California State Licensing Board, be registered with the City's "Bids Online" program, and have all required licenses and permits, and insurance.

Depending on the nature of equipment, parts, or service requested, a competitive bid may be solicited prior to placing an order for parts or service.

It is recognized some companies will specialize only in specific areas of pool care, such as tile and coping repairs, plaster repairs, filter service, general pool supplies, etc. These companies are encouraged to submit replies for their respective specialties.

## **Receipt of Quotes**

One original copy of RFQ and two sealed copies must be submitted no later than 3:00 p.m. on April 21, 2022 at #6 13<sup>th</sup> street, Richmond CA 94801 addressed to Jose Urquilla, Facility Maintenance Superintendent. Incomplete or late RFQ's will not be considered.

## **Scope of Work and General Conditions**

The City of Richmond desires to engage qualified service providers to provide a wide variety of equipment, parts, materials, and/or supplies for the care and maintenance of its aquatics facilities.

Services may include but are not limited to:

- Pool plaster, coping, and tile repairs
- Pool leak detection
- Filter sand replacement
- Surge pit repairs or service
- Booster, circulation, sump, and chemical feed pumps.
- Furnace or heat exchanger annual service or repairs
- UV system inspections and repairs
- ADA lift repair and service.

Products and parts include but are not limited to:

- Circulation, sump, chemical feed, and booster pumps
- Variable frequency drives
- UV system and repair parts
- Chemical feed systems, and accessories
- Chemical storage and containment supplies
- Filters
- Accessibility equipment
- Safety equipment
- Pool covers and reels
- Pool deck equipment
- Pool sweeps, vacuums, cleaning supplies, and products.
- Other products as needed to care for and maintain a large aquatics facility.
- Any and all parts needed to repair and maintain a large aquatics facility.

City owned aquatics facilities that may require service include, but are not limited to:

- Richmond Municipal Natatorium aka "The Plunge"  
1 Richmond Avenue  
Richmond, CA 94801
- Richmond Swim Center aka "Kennedy Swim Center"  
4300 Cutting Blvd  
Richmond, CA 94804
- All Services & products shall be delivered in an efficient and professional manner. Services or products shall meet the satisfaction of the Facilities Maintenance Superintendent, Supervisor, or other City designee.
- All work and materials shall be in accordance with the City's Building Regulations Department. Any and all applicable permits and fees shall be the responsibility of the service provider.
- All equipment used on-site by the service provider shall be provided by the service provider, and shall be maintained in good working order. Equipment used for all projects shall be within industry standards.
- There shall be adequate personnel for any services provided. All persons shall wear clothing with markings identifying the service provider, and all employees shall have the necessary safety equipment on site per local City, State, and Federal standards.
- The Service Provider shall provide and maintain, in accordance with Labor Code section 6708 and OSHA requirements, adequate emergency first-aid treatment for its employees and anyone else who may be injured in connection with the work.
- All works areas shall be kept clean and neat.

- The Service Provider shall deliver exceptional customer service, and shall meet or exceed industry standards of workmanship.
- The Service Provider agrees to disclose an annual report to the City of Richmond's Department of Public Works a report which includes, but is not limited to the number, type, and cost of service provided for each structure.

## **Hours**

The Service Provider shall be available during normal business hours 8:00am – 5:00pm, Monday's through Friday's, 52 weeks per year, excluding holidays. In addition ...

- Scheduling of services must be available within 48 hours notice by the Facilities Maintenance Superintendent, Supervisor, or other City designee.
- Two (2) failures to show will result in being removed from the qualified service provider list.

## **Warranty / Guarantee**

All work and products furnished shall be guaranteed by Service Provider against defects in materials and/or workmanship for a minimum of thirty (30) days from date of acceptance. The Service Provider shall repair or replace any such item(s) necessary during the guarantee period at the Contractors own cost and expense without cost to the City.

## **Special Conditions**

- For larger repairs or replacements, competitive bidding may be required prior to service. Pre-qualified service providers will be asked to visit a selected job site with a representative from the Maintenance or Facility Department. At this time, each service provider will be informed of what the project is and what the problems are. It then will be the service provider's responsibility to develop a scope of work in writing of how the project will be completed, including a cost for labor, materials, and equipment.
- All work and materials shall be in compliance with regulations of all applicable codes and standards of governing authorities having jurisdiction, including provision for adequate protection to persons and property by means of insurance, bonding, traffic, etc.
- All applicable permits and fees shall be the responsibility of the service provider.



- Services provided shall be subject to general oversight, quality assurance, and final acceptance by representatives of the “City”, including, but not limited to, Facility Maintenance staff, Building Regulations officials, Fire officials, and/or other City representatives.

## Qualifications Criteria

Statement of qualifications shall relate specifically to the following items, listed in general order of importance, for evaluation and selection purposes.

- All employees must conduct themselves courteously and professionally and be drug and alcohol free while working for the City of Richmond. The service provider is required to provide a copy of their policy on substance abuse.
- After hours service potential
- Where applicable, the service provider is licensed and in good standing with the California State Contractors License Board.
- The service provider must be registered with the City of Richmond's “Bids Online” program.

## Content of RFQ Response

The service provider's response shall include the following.

- Experience.
- Description of services performed or products offered.
- Cost: Hourly or daily rates where appropriate.
- Names and contact information managers and supervisors.
- Description of vehicles, equipment, or resources available.
- A brief description of current financial status. Examples would be Gross Sales, Years of profitable and successful operation etc.
- Brief assessment of the present workload capacity.
- List of three (3) verifiable current business references.
- Verification of California State Contractors License ( if applicable)
- Verification of City of Richmond Business License (upon award)
- Verification of compliance with City ordinances (ban the box)

## Evaluation

Service Providers will be evaluated on the following:

- Experience
- References
- Ability to provide products and/or service
- Licensing and certification
- Compliance with City ordinances
- Answers to Supplemental Questions
- Response time
- Cost

## Evaluation and Selection

- RFQ responses should be concise, well organized, and brief as possible according to the requested information. The review process places considerable emphasis on the responsiveness to the RFQ response to the requirements outlined above. RFQ responses that are not written specifically to this response to this request cannot be given serious consideration.
- All RFQ responses will be evaluated on the basis of the criteria listed above in the qualifications section of this RFQ. All service providers that provide a RFQ response will be notified when selections are made.
- All firms under consideration of this RFQ will be evaluated by an evaluation committee. The City reserves the right to request supplemental information that the Evaluation Committee deems necessary to make a selection. The Committee may be supplemented by outside professionals, or professionals from other City departments who can provide additional expertise.

The Selection Committee will evaluate the proposals based on the following factors:

a.	EXPERIENCE	30 points
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- Past, recently completed, or on-going projects that will substantiate experience
- Understanding of the nature and extent of the services required
- Three (3) verifiable references

b.	QUALIFICATIONS	35 points
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- Services offered, professional experience, and qualifications.
- Response time to emergency and after hour requests, and ability to perform on short notice and under time constraints.
- Products selection and lead time to deliver products.
- Licensing and Certification

c. ORGANIZATION

20 points

- Available staff and specialized resources.
- Capacity and flexibility to meet schedules, including any unexpected work
- Compliance with City Ordinances
  - The contractor and all subcontractors shall comply with the City of Richmond Nondiscrimination Clauses in City Contracts Ordinance (Richmond Municipal Code (RMC) Chapter 2.28), Business Opportunity Ordinance (RMC Chapter 2.50), Local Employment Program Ordinance (RMC Chapter 2.56), Living Wage Ordinance (RMC Chapter 2.60) and Ordinance Banning the Requirement to Provide Information of Prior Criminal Convictions on all Employment Applications (“Ban the Box”) (RMC Chapter 2.65), which are incorporated into the Contract Documents by this reference.
- Answers to Supplemental Questions

d. COST

15 points

- Proposed rates and fees

### Reservation of Rights by the City

- The City is in no obligation to accept any submittal or to negotiate with any service provider. The City reserves the right to accept submittals which are deemed most favorable and in the best interest of the City after all submittals have been examined and canvassed, to reject any or all submittals, and to be the sole judge of the best service provider suited for the City.
- The issuance of this RFQ and the acceptance of an RFQ response does not constitute an agreement by the City that any contract shall actually be entered into by the city. The City expressly reserves the right to:
  - Waive any immaterial defect or informality in any RFQ response or proposal procedure.
  - Reject any or all RFQ responses.
  - Reissue a RFQ.
  - Procure any service by any other means.
  - Request additional information and data from any or all companies.
  - Negotiate with any qualified service provider.
- The City may confirm any information provided in the service providers submittal, or inspect any of the service providers facilities that would be utilized in connection with performing services under any resulting contract.

## **Required Documents Submitted with Quote**

1. Background of company with indication of how long company has been a successful established business, and the completed to supplemental question section.
2. Proof of licensing and certification.
3. Your company's substance abuse policy.
4. Your company's injury & illness prevention policy.
5. A blank copy of your company's employment application. (It will be used to verify compliance with the City's "Ban the Box" ordinance).
3. References – a minimum of three (3) verifiable references from local municipalities, building authorities, counties, utility districts, school district, transportation authority, housing authority, or other organization with a similar facility complex.

## **Required Documents upon Award**

Within five days of award, the awarded contractor must sign the purchase of services contract and submit the following documentation. Other documentation may also be needed, and will be noted in the final contract.

- Sign the City's Purchase of Services Contract – Attachment A
- Provide a "Certificate of General Liability Insurance" with an attached "additional insured endorsement" that names the City of Richmond as additional insured. – Attachment B
- Provide a copy of a current "Business License" with the City of Richmond, which will remain in effect for the duration of the project.

## **Questions**

Questions regarding this RFQ are to be directed by e-mail to: [carl\\_capistrano@ci.richmond.ca.us](mailto:carl_capistrano@ci.richmond.ca.us) by April 11, 2022 at 12:00pm. All questions should be in writing and such contact shall be for clarification purposes only. Any questions, which in the opinion of the City warrant a reply or material changes to the scope of services or proposal procedures will only be transmitted in writing to all parties receiving this RFQ.

## **Terms**

By submitting a quote, as a bidder, declares this quote is made without collusion with any other person, firm or corporation; that bidder has carefully studied the proposed minimum specifications and scope of work and bidder proposes and agrees if this quote is accepted that they will supply and service the City of Richmond.

The City of Richmond reserves the right to reject any or all quotes. In case of default, the City of Richmond may procure its materials/services from other sources and shall hold the original bidder or contractor liable for resulting increased costs. Quantities and optional items listed are the City's best estimate for Quote purposes, actual order quantities and options may vary.

**Quote Section**  
***(This page is required to be submitted with Quote)***

**License**

The undersigned hereby declares that he is a Contractor and has been in business for \_\_\_ years with store front; has a valid State of California Contractor's License sufficient to qualify as Contractor in this case, and a current City of Richmond, CA Business License (needed upon contract award); and will obtain all required permits.

California Contractors License Number (If applicable) : \_\_\_ 1030530 \_\_\_\_\_

Expiration Date: \_\_\_ 8/31/23 \_\_\_\_\_ Classification Number: \_\_\_ C55 & C53 \_\_\_\_\_

Name: \_\_\_ Craig Powell \_\_\_\_\_ Signature:  \_\_\_\_\_

Title: Commercial Business Development Representative \_\_\_\_\_

**Service Contact Information**

Service Provider shall indicate person and phone number to contact for during normal working hours repairs:

Customer Service 1 800-223-5450 x1 or Craig Powell 925-383-8861

Service Provider shall indicate person and phone number to contact for after hours repairs:

Sean Senior 925-383-7923



***(This page is required to be submitted with Quote)***

**Please answer the following Supplemental Questions**

1. What applicable California state contractor licenses does your company and workers possess?  
C55 & C53

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2. What are the qualifications of key personnel?  
Your Representative Craig Powell has over 30 years of experience in Commercial Aquatics.

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3. What applicable licenses, certifications' or required training does your company require employees to have?  
We are all CPO certified and are in regular meetings with manufacturers to learn details about the installation, operation and maintenance of the equipment we sell.

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4. What is your company's safety record? Has your company had any serious injuries or deaths for the past three years?  
A very strong safety program with safety being a top priority on the corporate level. No serious Injuries or deaths in the last three years.

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5. Will your company be able to meet or exceed city insurance, licensing, bonding, and hiring requirements? (see attachments)  
Yes, see attached certificates of insurance.

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6. What products and/or companies is your company an authorized service provider for? Please be specific, and use additional pages as needed.

Hundreds of companies. Please see our catalog or website at [Lincolnaquatics.com](http://Lincolnaquatics.com)

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***(This page is required to be submitted with Quote)***

7. What is your business record / financial condition? Examples may be liens, suits, judgments, payment record, gross yearly sales, years of successful operation?

Lincoln has been in business since 1954, and has been a part of Pool Corp since 2017. Pool corp is a \$4.5 billion dollar company that has shown over 30% growth over the last three years.

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8. How many years has your company been able to successfully operate?

68 years

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9. Describe your company's main office, operations facility, warehouse facility, service personnel, support staff, vehicles, available equipment, and specialized equipment? Please be specific.

Our main office is located in Concord Ca and supports Customer Service, accounting, purchasing and administrative staff. (more staff is returning to this office with the fading of COVID risk). Pool Corp operates 5 distribution warehouses in the Bay Area with hundreds of employees and over a dozen delivery trucks.

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**Summary of Quote Items**



Service Provider is required to complete all applicable blanks below. Failure to provide requested information may disqualify quote.

Labor Rates	Field Straight Time	Field Overtime
Supervision	\$ /hr	\$ /hr
Journeyman	\$ /hr	\$ /hr
Helper / Utility Worker	\$135.00 /hr	\$ \$170.00 /hr

All other rates are to be quoted as to the work to be performed and the D.I.R. labor rate guidelines.

Minimum Service Call and Mobilization Rate \$ 4hr minimum

What is your company's non-emergency response time? 24 hours

What is your company's Emergency Call and Mobilization Rate? \$200.00

What is your company's emergency response time? 2 hours

Describe any additional costs or fees (indicate the Cost and Justification):

travel time will be charged for basic service

calls

**Product**

Line	Description	Item #	Container Size/Weight	Unit of Measure	Estimated Annual Usage	Unit Price	Extended Cost
1	Sodium Hypochlorite 12.5%	01-090	1000 Gal/tank	Gal	5000 Gal	\$ 2.15	\$10,750.00
2	Hydrochloric Acid 15%	01-350	500 gal/tank-plunge	Case/gallon	500 Gal	\$ 3.30	\$1,650.00
3	Hydrochloric Acid 33%	HAS-50-135	Case/4 gal-swim center	Case/gallon	200 cases/Gallon	\$27.00	\$5,400.00
4	Bulk Carbon dioxide	AGS-42-8508	650#/tank-plunge	Tank	35,000 pounds	\$0.36	\$12,600.00
5	Bulk Carbon dioxide	AGS-42-8508	750#/tank-swim center	Tank	35,000 pounds	\$0.36	\$12,600.00

Define "Straight Time" business days and hours:

SUN	MON	TUES	WED	THUR	FRI	SAT
a.m.	8:00 a.m.	8:00 a.m.	8:00 am	8:00a.m.	8:00a.m.	a.m.
p.m.	4:30 p.m.	4:30p.m.	4:30p.m.	4:30p.m.	4:30p.m.	p.m.

**All other hours are considered overtime**

Define Overtime business days and hours:

SUN	MON	TUES	WED	THUR	FRI	SAT
a.m.	a.m.	a.m.	a.m.	a.m.	a.m.	a.m.
p.m.	p.m.	p.m.	p.m.	p.m.	p.m.	p.m.

Please indicate the mark up added to vendor's wholesale price on materials, as well as a brief overview of the products or services your company can provide. Use additional pages as needed.

Mark up to vendor pricing varies on product, location and competition.

Usually between 15 to 30%. Our catalog has over 6000 products for the commercial aquatic facility including all mechanical room equipment, competitive equipment, furniture, restroom equipment, pool covers, ada, safety, signage, lifeguard gear and much more. We inventory all the necessary chemicals in our 5 Bay Area warehouses including Concord.

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**(This page is required to be submitted with Quote)**

**References**

*(This page is required to be submitted with Quote)*

A minimum of three (3) verifiable references from local municipalities, building authorities, counties, utility districts, school district, transportation authority, housing authority, or other organization with a

similar facility complex whom the bidder has provided a similar scope of work during the past twelve (12) months, of comparable settings, complexities and quantities as required of this request for proposal. These companies will be contacted prior to award of proposal.

1. Name of Business: \_\_\_Acalanes Unified School District\_\_\_\_\_  
Address:   310 Moraga Road\_\_\_\_\_  
Approx. size of company:   4 high schools\_\_\_\_\_ Dates of service:   30 years\_\_\_\_\_  
Contact person:   Andrew Morris\_\_\_\_\_ Phone number: ( 415 ) 320-6222\_\_\_\_\_  
E-mail address: amorris@auhdschools.org\_\_\_\_\_

2. Name of Business:   City of San Ramon\_\_\_\_\_  
Address:   5000 Crow Canyon Road\_\_\_\_\_  
Approx. size of company: \_\_\_\_\_ Dates of service:   30 years\_\_\_\_\_  
Contact person:   Marc Luke\_\_\_\_\_ Phone number: (925-973-2813 )\_\_\_\_\_  
E-mail address: mluke@sanramon.ca.gov\_\_\_\_\_

3. Name of Business:   City of Walnut Creek\_\_\_\_\_  
Address:   1750 Heather Drive\_\_\_\_\_  
Approx. size of company: \_\_\_\_\_ Dates of service:   30 Years\_\_\_\_\_  
Contact person:   Karen Heaston Martin Phone number: ( 925 )943-5899 ext 2438\_\_\_\_\_  
E-mail address: heaston@walnut-creek.org\_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/26/2021

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

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


<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 111 Veterans Boulevard, Suite 1130 Metairie LA 70005	<b>CONTACT NAME:</b> Michael Tubbs
	<b>PHONE (A/C, No, Ext):</b> 504-888-1100
<b>E-MAIL ADDRESS:</b> Michael_Tubbs@ajg.com	
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A :</b> Sentry Insurance Company	<b>NAIC #</b> 24988
<b>INSURER B :</b> Navigators Specialty Insurance Company	36056
<b>INSURER C :</b>	
<b>INSURER D :</b>	
<b>INSURER E :</b>	
<b>INSURER F :</b>	

**COVERAGES** **CERTIFICATE NUMBER: 1516481369** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CH21NP30BGWYRIC	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			901481503	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			901481501	6/1/2021	6/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Certholder is included as an additional insured where required by written contract, which is primary coverage to the additional insured and other available insurance will be non-contributory as required by contract, but only in accordance with policy terms, conditions, and exclusions. Subrogation is waived in favor of the certificate holder, to the extent of the named insured negligent acts.

<b>CERTIFICATE HOLDER</b>  Richmond Swim Center 7851831 4450 Cutting Blvd. Richmond CA 94804	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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DATE (MM/DD/YYYY)

5/26/2021

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

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

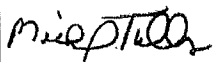
<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 111 Veterans Boulevard, Suite 1130 Metairie LA 70005	<b>CONTACT NAME:</b> Michael Tubbs	
	<b>PHONE (A/C, No, Ext):</b> 504-888-1100	<b>FAX (A/C, No):</b> 504-888-1299
<b>E-MAIL ADDRESS:</b> Michael_Tubbs@ajg.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Sentry Insurance Company		24988
<b>INSURER B:</b> Navigators Specialty Insurance Company		36056
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 1388374499 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CH21NP30BGWYRIC	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			901481503	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	901481501	6/1/2021	6/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certholder is included as an additional insured where required by written contract, which is primary coverage to the additional insured and other available insurance will be non-contributory as required by contract, but only in accordance with policy terms, conditions, and exclusions. Subrogation is waived in favor of the certificate holder, to the extent of the named insured negligent acts.

<b>CERTIFICATE HOLDER</b>  Richmond Plunge 7851830 1 East Richmond Ave. Richmond CA 94804	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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