

**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:

**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.



KNORR SYSTEMS INT'L

Aquatic Equipment, Mechanical Room & Water Treatment Specialists



Service Supported Distribution™
International Aquatic Network

CITY OF RICHMOND

Request for Qualifications for Pool Equipment Supplies and Services

Bid Date: April 21, 2022

Southern California
2221 S. Standard Avenue
Santa Ana, CA 92707
714.754.4044 - 714.754.1405 Fax

Northern California
2021 Las Positas Court, Suite 143
Livermore, CA 94551
925.273.0722 - 925.273.0726 Fax

Texas/Oklahoma
4320 Sunbelt Drive
Addison, TX 75001
972.732.0306 - 972.732.0305 Fax

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 45 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) : 562312

Expiration Date: 04/30/2023 Classification Number C61-D35

Name: Knorr Systems Signature:  Cindy Faust

Title: Director of Operations

Service Contact Information

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

Julio Medina at 925-273-0722

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

Customer Service at 800-676-7946

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

Experience:

Describe your company's skills, qualifications, and experience that best qualify your company as a service provider for the City of Richmond. Be specific, thorough, and complete. Information not provided cannot be considered or presumed. In order to be considered, qualifications, skills, and experience must be submitted in writing with this request.

Founded in 1977, Knorr Systems brought chemical automation to the commercial swimming pool market throughout the West Coast. Over the years, KSI has grown to offer equipment and services to fully operate a commercial-public aquatic facility, including circulation, filtration, heating, chemical treatment and mechanical room control systems. We provide troubleshooting, equipment and system repair and installations by our in-house factory service team. All service personnel are factory trained and certified as well as AFO (Aquatic Facility Operator) certified.

Our experience includes daily facility oversight, water chemistry balancing, equipment and systems troubleshooting, extensive equipment repair on pumps, filter and backwash systems, heating systems, etc. We currently employ 21 Field Service Technicians who cover California, Nevada and Dallas Metroplex area.

(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?
C61/D35 Specialty License: Pool and Spa Maintenance

2. What are the qualifications of key personnel?
See attached Key Personnel Qualifications

3. What applicable licenses, certifications' or required training does your company require employees to have?
AFO (Aquatic Facility Operator) Certifications through the National Recreation & Park Assoc.,
as well as individual equipment brand training certificates, i.e. BECS, Lochinvar, SPCS, etc.

4. What is your company's safety record? Has your company had any serious injuries or deaths for the past three years?
No serious injuries or deaths since the beginning of the company, our safety record is excellent.

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

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

Lochinvar, Raypak and Pentair heating systems

ETS, Aquionics and Sentry UV Systems

EPD, Eko3 Systems and Neptune Benson filtration systems

Maytronics and Enduro vacuum systems

ChlorKing, Eko3 Systems, BECS, LMI, Stenner, Pulsar and Vantage Cal Hypo chemical systems

Taylor Wharton CO2 chemical treatment systems

(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?

2020 gross annual sales = \$27,886,319

2021 gross annual sales = \$28,563,417

No liens, suits, judgments, etc.

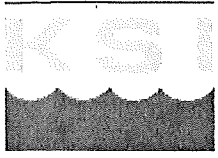
8. How many years has your company been able to successfully operate?

Open in 1977, incorporated in 1978 (45 years)

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

Main office is located in Santa Ana, CA. We have a total of 64 current employees: 7 Managers,

23 administrative employees, 11 field sales representatives and 23 field service technicians each with their own truck stocked with inventory and specialized repair tools of the trade.



KNORR SYSTEMS INT'L

Aquatic Equipment, Mechanical Room & Water Treatment Specialists



Service Supported Distribution™
International Aquatic Network

FIRM STAFFING & KEY PERSONNEL

April 19, 2022

Request for Proposal

2022-RFP-104

Maintenance and Repair Services for the City of Richmond

Key Personnel & Qualifications

George Olinger, Regional Director of Technical Service

Over 20 years' experience and professional growth with KSI working his way from Route Technician to Regional Director. George's qualifications include extensive equipment troubleshooting, reporting and telecommunications engineering of mechanical room control systems. George is also certified to perform new construction equipment start-up and operator training.

Gilbert Verdin, Field Service Technician

Gilbert started his aquatic career with KSI in 2015 working under George Olinger. With his 7 years' experience, his specialty is equipment troubleshooting and running our installation teams. Gilbert is also our go-to for new technician training and is certified to perform new construction equipment start-up and operator training.

John Stuart, Field Service Technician

John also started with KSI in 2015 and his specialty is equipment repair and lead plumbing installer. John is also key to the success of our Service Maintenance Agreement program by performing many of our Preventative Maintenance agreements on hard to service equipment.

Will Bahr, Field Service Technician

Will is one of our newer Technicians, having been with us for almost 3 years. He previously owned his own residential pool service business and wanted to experience personal and professional growth by entering the commercial / public works market. He's been an asset to the team with his 20+ years of pool service experience.

Southern California

2221 S. Standard Avenue

Santa Ana, CA 92707

714.754.4044 - 714.754.1405 Fax

Northern California

2021 Las Positas Court, Suite 143

Livermore, CA 94551

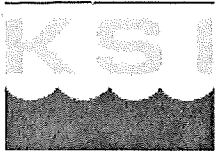
925.273.0722 - 925.273.0726 Fax

Texas/Oklahoma

4320 Sunbelt Drive

Addison, TX 75001

972.732.0306 - 972.732.0305 Fax



KNORR SYSTEMS INT'L

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Matt Jackson, Branch Manager

With KSI for over 23 years, Matt started as a office Customer Service Representative. Over the years he has developed a keen sense of operations and now manages the Livermore branch. Matt also specializes in chemical sales and delivery to accommodate our customer's individual needs.

Katie Coates, Service Operations Manager

Katie comes to KSI with over 10+ years in the aquatics industry and she currently oversees Service Technicians and Administrators to confirm proper scheduling, work completion and billing.

Southern California

2221 S. Standard Avenue

Santa Ana, CA 92707

714.754.4044 - 714.754.1405 Fax

Northern California

2021 Las Positas Court, Suite 143

Livermore, CA 94551

925.273.0722 - 925.273.0726 Fax

Texas/Oklahoma

4320 Sunbelt Drive

Addison, TX 75001

972.732.0306 - 972.732.0305 Fax

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	\$ 208.00 /hr	\$ 312.00 /hr
Journeyman	\$ 208.00 /hr	\$ 312.00 /hr
Helper / Utility Worker	\$ 208.00 /hr	\$ 312.00 /hr

Minimum Service Call and Mobilization Rate \$ \$ 208.00 per hour

What is your company's non-emergency response time? 48 hours

What is your company's Emergency Call and Mobilization Rate? \$ 260.00 per hour

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

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

Travel, portal to portal = \$125.00 / hour

Product

Line	Description	Item #	Container Size/Weight	Unit of Measure	Estimated Annual Usage	Unit Price	Extended Cost
1	Sodium Hypochlorite 12.5%		1000 Gal/tank	Gal	5000 Gal	\$2.34/gal	\$11,700.00
2	Hydrochloric Acid 15%		500 gal/tank-plunge	Case/gallon	500 Gal	\$4.25/gal	\$ 2,125.00
3	Hydrochloric Acid 33%		Case/4 gal-swim center	Case/gallon	200 cases/Gallon	Product is not available in noted percentage (33%)	
4	Bulk Carbon dioxide		650#/tank-plunge	Tank	35,000 pounds	\$0.52/lb. + \$17 delivery charge per fill	\$18,200.00
5	Bulk Carbon dioxide		750#/tank-swim center	Tank	35,000 pounds	\$0.52/lb. + \$17 delivery charge per fill	\$18,200.00

Below are our office and typical service hours, however our technicians may start earlier than 8AM, in which case, time after 8 hours of work is considered OT.

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 a.m.	8:00 a.m.	8:00 a.m.	a.m.
p.m.	5:00 p.m.	5:00 p.m.	5:00 p.m.	5:00 p.m.	5:00 p.m.	p.m.

Define Overtime business days and hours: This is dependent on start time, see above comment

SUN	MON	TUES	WED	THUR	FRI	SAT
12:00 a.m.	12:00 a.m.	12:00 a.m.	12:00 a.m.	12:00 a.m.	12:00 a.m.	12:00 a.m.
11:59 p.m.	5:01 p.m.	5:01 p.m.	5:01 p.m.	5:01 p.m.	5:01 p.m.	11:59 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.

KSI's typical parts mark-up is 30% over manufacturer's price to KSI.

KSI is authorized to sell all parts for equipment brands noted on page 11, #6. as well as the following:

J & J Pool lighting products, StaRite and Pentair pool water products, SPCS variable frequency drives,

MerMade, Fluidtrol, National Series pump strainers, Titan / Spectrum Pool Cover Systems and parts,

Paco, Aurora and Marlow pool circulation pumps, all brands and type of liquid chemicals, safety and hazmat

signage, ozone systems, chemical storage tanks, Competitor, AntiWave, Paragon, Spectrum, SR Smith deck

equipment, Duraflex dive stands and boards, Lawson, Paddock and Daldorado grating, filter media (AFM and

silica sand) - we sell everything but the water!

(This page is required to be submitted with Quote)

References

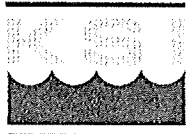
(This page is required to be submitted with Quote)

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: City of Palm Desert, Aquatic Complex
Address: 73-510 Fred Waring Drive, Palm Desert CA 92260
Approx. size of company: _____ Dates of service: Since August 2011
Contact person: Mike Marshall Phone number: (760) 504-5108
E-mail address: mmarshall@cityofpalmdesert.com

2. Name of Business: San Mateo Union High School District
Address: 839 Hinkley Road Burlingame, CA 94010
Approx. size of company: _____ Dates of service: Since March 1998
Contact person: Brad Barncord Phone number: (650) 558-271
E-mail address: bbarncord@smushd.org

3. Name of Business: Fremont Union High School District
Address: P.O. Box F Sunnyvale, CA 94087
Approx. size of company: _____ Dates of service: Since March 1999
Contact person: Erik Walukiewicz Phone number: (408) 242-4575
E-mail address: erik_walukiewicz@fuhisd.org



KNORR SYSTEMS, INC.

DRUG ABUSE POLICY STATEMENT

Knorr Systems, Inc. is committed to achieving and maintaining a safe and productive work environment for all employees. This includes providing a drug-free, healthful, safe, and secure work environment. The Company will not tolerate the use of alcohol or drugs on premises, nor will the company allow employees to work while they are under the influence of alcohol or drugs. Each employee is expected and required to report to work in an appropriate mental and physical condition to perform his or her assigned duties.

To help ensure a safe and healthful working environment, employees may be asked to provide samples (such as blood, urine, saliva, hair, or breath tests) to identify the illicit or illegal use of drugs and alcohol.

The Company performs drug tests in the following situations:

- Pre-employment,
- For-cause,
- Random or unannounced, and/or
- Under contractual stipulations.

The Company reserves the right to conduct random, no-notice testing of current employees at any time it feels such actions are appropriate. Refusal to submit to drug testing may result in disciplinary action, up to and including termination of employment.

Human Resources Department is responsible for the drug testing policy and will determine which types of tests are used, when they are used, and on who they are used, with consideration given to applicable state laws.

Any employee with drug or alcohol problem is encouraged to come forward to seek help at any time.

As a condition of employment, employees must abide by the terms of this policy and must notify KSI in writing of any conviction of a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

I have read the Drug Abuse Policy Statement adopted for KSI and agree to abide by its guidelines.

Employee -

Date

Federal: At 41 USC 706, Sec. 5157, "drug -free workplace" is defined as "a site for the performance of work done in connection with a specific grant or contract . . . at which employees of such entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance."

California: California Government Code Ann. 8350-8351 & 8355-8357-Drug-Free Workplace Act of 1990.
8355. Every person or organization awarded a contract or a grant for the procurement of any property or services from any state agency shall certify to the contracting or granting agency that it will provide a drug-free workplace by doing all of the following:

Procedures

Copies of the drug testing policy will be provided to all employees. All employees will read, understand, and abide by the tenets of this policy. Employees will be asked to sign an acknowledgement form indicating that they have received a copy of the drug testing policy. Questions concerning this policy or its administration should be directed to Human Resources.

All employees will be required to sign a release authorization giving the company access to the results of the required tests. Employees refusing to sign the release may be terminated, as may those refusing to be tested and employees who attempt to adulterate specimens or provide fraudulent specimens (not his or her own).

The following are examples of for-cause situations in which employees may be required to submit to testing:

- An employee's behavior matches an accepted profile of being under the influence of alcohol or drugs.
- An employee is involved in a self-inflicted injury requiring medical attention.
- An employee causes the injury of another worker who requires medical attention.
- An employee causes a non-injury property accident.

Any employee who is observed coming to or returning to the job in an obviously impaired condition shall be removed from the workplace at once. A responsible supervisor shall provide or arrange for transportation for the employee. Local police may be notified if the employee insists on driving while in an impaired condition.

Any employee who tests positive will be put on suspension until an alcohol/drug evaluation is completed and said employee is cleared. Employees who test positive and who believe the test was in error may request a re-test of the original specimen.

In accordance with the federal "Drug-Free Workplace Act of 1988" employees are advised of their obligation to notify their supervisor within five days of any conviction for criminal drug activity occurring within the workplace.

The company has contracted with various labs, clinic, or hospitals which are certified to conduct the testing. Notification of selection of employees' test date will be handled as follows:

Concentra
2121 S. Towne Centre Place Ste.# 100
Anaheim, CA 92806

Results will be reported by the lab to Human Resources Department.

Additional Information

The company recognizes that alcohol/drug addiction is a treatable illness and will make every effort to support an employee in need of treatment. Acceptance of such treatment will not hinder employment at the company unless job performance is unsatisfactory. Employees who complete treatment may be subject to random drug screening for a probation period of two years at the employer's discretion. Any positive test results during the probation period will be cause for immediate termination.



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **562312**

Entity **CORP**

Business Name **KNORR SYSTEMS INC**

Classification: **C61/D35**



Expiration Date **04/30/2023**

Website: www.cslb.ca.gov