

**CITY OF RICHMOND
CONTRACT AMENDMENT**

Department: Community Development	Project Manager: Lina Velasco
Project Manager E-mail: lina_velasco@ci.richmond.ca.us	Project Manager Phone No: (510) 620-6841
P.R. No: Vendor No: 12123	P.O./Contract No: /3776
Description of Services: R3 Consulting Group, Inc. (R3) will assist in the 5 Year Review of the Conditional Use Permit (CUP) for the BMPC and assist with application review of other proposed solid waster diversion systems or facilities proposed at the West County Landfill site.	
Amendment No. <u>6</u> modifies the: (2nd or subsequent amendments attach Amendment History page)	
<input checked="" type="checkbox"/> Term, Payment Limit and Service Plan	<input type="checkbox"/> Payment Limit and Service Plan
<input type="checkbox"/> Term and Service Plan	<input type="checkbox"/> Service Plan

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

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

R3 Consulting Group, Inc.

Company Name:

Street Address: 1512 Eureka Road, Suite 220

City, State, Zip Code: Roseville, CA 95661

Contact Person: Garth Schultz, Principal

Telephone: (916) 782-7811

Email: gschultz@r3cgi.com

Business License No: 4005-3134 / Expiration Date: December 31, 2022

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

2. Purpose. This Contract Amendment is being entered into to amend the Contract between City and Contractor which was approved by the City Council of the City of Richmond or executed by the City Manager on March 7, 2017, which **original** term commenced on March 7, 2017 and terminates June 30, 2018 with an **original** contract payment limit of **\$45,000.00**. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3. Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment.

4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license for this Contract Amendment to be deemed to be in effect.

6. Insurance Coverage Updated and Maintained. Pursuant to the Original Contract, the Contractor shall provide the City with updated insurance certificates, and the Contractor shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.

7. Signatures. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND, CALIFORNIA
a municipal corporation

CONTRACTOR:
R3 Consulting Group, Inc.

By _____

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

Title:

By _____

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

Title: _____

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

By _____
City Clerk

By: _____

Title: _____

Approved as to form:

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

By _____
City Attorney

List of Attachments:

1. Amendment Provisions
2. Updated Insurance Certificates

AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT AND SERVICE PLAN)

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

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

March 7, 2017

(Insert original contract commencement date)

and it terminates

June 30, 2024

(Insert new contract termination date)

unless sooner terminated as provided herein."

2. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$ **100,000.00** . Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ 250,851.00 including expenses."

"The City of Richmond shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the City Manager if the total Contract amount does not exceed \$10,000 or without the prior approval of the City Council if the total Contract amount is over \$10,000."

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

The service plan amendment constitutes a supplement to the original scope of work and budget resulting from City requests for changes, and an extension to the term dates for an additional 5-year review for the years of 2017-2022. Notably, for both CUPs, our scope of work includes extensive coordination with multiple regulatory agencies and a review of documentation for the violations recorded by regulatory agencies, including the Regional Water Quality Control Board, the Bay Area Air Quality Management District, and the Local Enforcement Agency for the Department of Resources Recycling and Recovery (CalRecycle). Scope of work, labor and project expenses for the work and deliverables as follows:

August 15, 2022

Ms. Lina Velasco
Director of Community Development
City of Richmond
450 Civic Center Plaza, Richmond, CA 94804
submitted via email: lina_velasco@ci.richmond.ca.us

SUBJECT: Proposal Amendment: Conditional Use Permit 5-Year Review

Dear Ms. Velasco,

R3 Consulting Group, Inc. (R3) is pleased to submit a proposal amendment to our scope of work for conducting the City's 5-Year Review of Republic Services' (Republic) Conditional Use Permit (CUP) for the West Contra Costa Sanitary Landfill Bulk Materials Processing Center (inclusive of Golden Bear Transfer Station and associated solid waste facilities located) at 1 Parr Boulevard in Richmond, California. Additionally, R3 is providing support to the City in the development of a CUP for the project proposed by Raven SR at the West Contra Costa Sanitary Landfill. This work is conducted under our existing Purchase Order with the City but is charged under a separate task (to be reimbursed by Republic and Raven for their respective CUPs).

Amended Proposal

This amendment constitutes a supplement to the original scope of work and budget resulting from City requests for changes, and an extension to the term dates for an additional 5-year review for the years of 2017-2022. Notably, for both CUPs, our scope of work includes extensive coordination with multiple regulatory agencies and a review of documentation for the violations recorded by regulatory agencies, including the Regional Water Quality Control Board, the Bay Area Air Quality Management District, and the Local Enforcement Agency for the Department of Resources Recycling and Recovery (CalRecycle).

We propose to complete the scope of work on a time-and-materials basis for a not-to-exceed budget totaling **\$89,624**. Our project budget includes labor and project expenses for the work and deliverables. We would be happy to discuss changes to our scope or budget as may be needed to align with the City's needs.

About R3

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

Our team has dedicated their careers to the field of solid waste management and sustainability, and skillfully deliver expert industry analysis and recommendations to our clients, who consist of municipalities, jurisdictions, public agencies, and joint power authorities.

Relevant Experience

R3 has extensive experience reviewing solid waste operations, facilities, permits, and contractual terms and conditions on behalf of our exclusively municipal client base. As your Project Lead, **Rose Radford** brings 6+ years of experience working with, or on behalf of jurisdictions in West Contra Costa County, including review and management of operations, contractual obligations, and programs provided by Republic to El Cerrito and RecycleMore (West Contra Costa Integrated Waste Management Authority).

Sarah Koplowicz, Consultant, will directly support Rose throughout this engagement. The project team will also include other qualified staff with direct experience reviewing of operations throughout California, including transfer stations, composting operations, materials recovery facilities, and construction and demolition debris sorting facilities.

Our team brings a practical and grounded point-of-view to compliance reviews such as this one, with a focus on identifying areas for improvement and maintaining relations between the contractor and our municipal clients. We previously assisted the City on the prior 5-Year Review, by developing new and/or revised CUP terms and conditions to support further improvements to operations at Republic's facilities.

* * * * *

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

Sincerely,



Rose Radford, Sr. Managing Consultant, Project Lead
R3 Consulting Group, Inc.
415.347.9536 | rradford@r3cgi.com



Sarah Koplowicz, Consultant
R3 Consulting Group, Inc.
415.686.3398 | skoplowicz@r3cgi.com

SCOPE OF WORK

Amendments to the scope of work include tasks for the previous 5-Year CUP Review process and an extension to the preparation of a CUP for the Raven SR project.

5-Year CUP Review Process Tasks

Task 1 Project Kick-off

Prepare Letter to Republic announcing review, describing 5-Year CUP Review process (Review), and appending checklist of data/analysis to be included in Republic's assessment of compliance with the CUP.

In preparation for this Task, R3 will review relevant background materials, including the Conditional Use Permit (CUP), Solid Waste Facility Permit (SWFP), California Environmental Quality Act (CEQA) documentation and other current permits (e.g., NPDES) for this project. R3 will also request all available documentation from the prior 5-Year review, such as task compliance checklists and other information that could streamline this Review process.

R3 will identify CUP performance requirements and describe the type of data that should be provided to show compliance with each performance requirement. Based on the above, R3 will prepare a draft letter for submittal by the City to Republic which states the City's authority and intent to conduct the Review, and the recommended process and preliminary schedule to conduct the Review. The letter will also include an Appendix which lists each performance requirement in the CUP and recommends the data or type of analysis to be submitted by Republic to show compliance with each permit requirement.

Task 1 will also include establishing a plan for engaging Contra Costa County and the Local Enforcement Agency (LEA) as appropriate in the Review process.

Task 2 Meeting with Republic

One of the first steps of the review process is an introductory meeting between the City, R3, Republic and Republic's consultant (as applicable) to explain the Review process, describe/clarify the type and level of analysis requested by the City in the letter prepared under Task 1, and to answer any questions from Republic.

Task 3 Review Republic's Compliance Assessment

Upon receipt of Republic's compliance assessment of CUP, R3 will conduct the Review to evaluate and verify Republic's assessment.

R3 will analyze the technical information submitted by Republic that demonstrates compliance with conditions that govern the operations of the facility.

R3 will structure the Review to focus on key CUP terms and conditions relating to facility operations, such as those listed below:

- » Hours of Operation (Condition 14.4)
- » Maximum Daily Quantities (Condition 14.7)
- » Maximum Storage Capacity (Condition 14.8)
- » Odors [Condition 14.9 (c)]
- » Airborne bioaerosols and endotoxins [Condition 14.9 (f)]
- » Biological and Chemical quality of bio-solids [Condition 14.9 (j)]
- » Resource Recovery Diversion Rate (Condition 17.1)
- » Resource Recovery Best Efforts (Condition 17.2)

Republic's assessment will first be analyzed in terms of its completeness by comparing Republic's analysis to the recommended data and analysis requested in the letter described in Task 1.

R3 will request additional data if the information submitted by Republic is not sufficient to determine whether Republic complies with these conditions. Where information is complete, R3 will verify its accuracy through site visits / observations of operations, review of supplemental information requested from Republic and experience with operations at similar facilities.

R3 will also review and consider the following areas during the Review (as feasible – given the terms and conditions of the CUP), including but not limited to best practices for:

- » Transfer station, MRF and compost facility operations, including handling, processing and separation.
- » Pricing and handling methodologies and practices for self-hauled waste.
- » Mitigation of illegal dumping in/around Republic's facilities, as appropriate.
- » Leachate containment and handling systems, as appropriate.
- » Methodology and explanation of tonnage and/or volume measurement tracking and accounting systems for inbound, on-site and out-bound materials, including maximum daily tonnages and storage limitations.
- » Methodology and explanation of systems for tracking and paying the North Richmond Mitigation Fee to the City.
- » Health and safety practices in place at the facilities.
- » Odor mitigation and management.

Task 4 Discuss Review Results with City

Upon completion of our Review, R3 will prepare an electronic communication via email and attachments detailing the results of the review, including main findings and recommendations for new and/or modified terms and conditions for potential inclusion in the CUP. R3 will meet with the City to present, discuss, and answer preliminary questions.

Task 5 Prepare Review for Transmittal to Republic

After the meeting described in Task 4, and after R3 incorporates written comments from the City on R3's analysis, R3 will finalize the analysis for transmittal to Republic.

Task 6 Discuss Review Results with Republic

R3 anticipates there will be at least two (2) meetings to discuss R3's analysis with Republic. The first meeting should be like the meeting described under Task 2 where R3 or City staff gives an overview of our Review and answers questions from Republic. This meeting may or may not involve a discussion of technical issues. The City may decide that additional meetings are needed to resolve technical issues arising from R3's analysis.

Task 7 Finalize Review

In this Task, R3 will incorporate comments from Republic and the City arising out of the meetings described in the previous task to finalize the Review. R3 will also assist the City in preparing the staff report for the Planning Commission.

Task 8 Presentation

As directed by the City, R3 will prepare a PowerPoint presentation summarizing the results of the Review process for the Planning Commission. R3 will first prepare a draft presentation for review and comment by City Staff. Upon approval by City Staff, R3 will finalize the document to present and answer questions at up to two (2) Planning Commission Meetings. If the decision of the Planning Commission is appealed to the City Council, the additional time for preparing for, attending, and presenting at a City Council meeting will be charged at the hourly billing rates included in this proposal.

Project Deliverables

- Draft letter from the City of Richmond to Republic describing the review process and requesting analyses to show compliance with CUP requirements.
- Prepare Draft Meeting Agenda for initial meeting, participate in the meeting, and prepare summary of issues discussed and action items agreed to during meeting.
- Requests for supplemental information from Republic, up to three (3) site visits to review site operations and verify statements in Republic's compliance assessment, and Technical Memorandum summarizing whether Republic is following the CUP conditions listed above and recommending additional conditions where/if appropriate.
- Prepare agenda and attend meeting to discuss review results with City staff, including Technical Memorandum.
- Revise and transmit Technical Memorandum to Republic.
- Prepare Draft Meeting Agenda(s) to discuss review results with Republic, participate in meeting(s), and prepare a summary of issues discussed and action items agreed upon at meetings.
- Finalize Technical Memorandum based on comments from Republic and transmit to the City.
- Draft and finalize PowerPoint Presentations and present/answer questions at up to two (2) Planning Commission meetings.

Raven SR CUP Preparation Task

Task 9 Preparation of Raven CUP Requirements

The proposed project by Raven SR at Republic's facility has been under detailed review by multiple agencies, and the project timeline has been extended significantly as a result. R3's engagement in drafting the CUP conditions will continue through at least the end of 2022 and may extend into 2023.

As a part of this work, R3 will conduct the following tasks:

- » Attend periodic meetings with the project applicant and the City's CEQA consultant.
- » Set priorities, schedule deliverables, and track project progress on behalf of the City
- » Conduct research as needed and appropriate on similar technologies and the environmental impacts, both positive and negative, that might be expected from this project.
- » Develop an initial draft of the conditions to be included in the City's contemplated CUP for the project.
- » Review the Conditional Use Permit draft with both the City and Raven, and make revisions as necessary.
- » Attend up to one (1) Design Review Board meeting, and up to two (2) Planning Commission meetings.

HOURLY BILLING RATES

2022 Hourly Billing Rates

In the table below, we have provided the hourly billing rates for the R3 Project Team that may be involved in providing solid waste consultant services. These rates are effective July 1, 2022 and are subject to periodic adjustments based on CPI. Unless otherwise agreed in writing, fees for work completed will be billed monthly at the first of each month for the preceding month and will be payable within 30 days of the invoice date.

CLASSIFICATION	HOURLY RATE
Principal	\$ 285 per hour
Sr. Director	\$ 285 per hour
Director	\$ 240 per hour
Sr. Managing Consultant	\$ 220 per hour
Managing Consultant	\$ 200 per hour
Sr. Consultant	\$ 190 per hour
Consultant	\$ 170 per hour
Associate Consultant	\$ 155 per hour
REIMBURSABLE COSTS	
Consultants/Subcontractors	Cost plus 10%
Lodging and meals	Direct cost
Travel - <i>Private or company car</i>	At Current Federal Rate
Travel - <i>Other</i>	Direct cost
Delivery and other expenses	Direct cost

Contract Amendment between the City of Richmond and
R3 Consulting Group, Inc.

Amendment No.

P.O./Contract No.

6

/3776

AMENDMENT PROVISIONS (AMENDMENT HISTORY)

The **first** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on May 1, 2018 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 31,000.00 for a payment limit not to exceed \$ 76,000.00.
- Term Amendment (insert new termination date): June 30, 2020
- Service Plan

The **second** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on Februray 5, 2019 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 26,884.00 for a payment limit not to exceed \$ 102,884.00.
- Term Amendment (insert new termination date): _____
- Service Plan

The **third** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on June 18, 2019 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 37,967.00 for a payment limit not to exceed \$ 140,851.00.
- Term Amendment (insert new termination date): December 31, 2020
- Service Plan

The **fourth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on June 30, 2020 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ 140,851.00.
- Term Amendment (insert new termination date): June 30, 2021
- Service Plan

The **fifth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on July 1, 2022 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 10,000.00 for a payment limit not to exceed \$ 150,851.00.
- Term Amendment (insert new termination date): June 30, 2023
- Service Plan

Contract Amendment between the City of Richmond and
R3 Consulting Group, Inc.

Amendment No. _____

P.O./Contract No. _____

6

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

- Increased contract payment limit by \$ 100,000.00 for a payment limit not to exceed \$ 250,851.00.
- Term Amendment (insert new termination date): June 30, 2024
- Service Plan

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

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ 250,851.00.
- Term Amendment (insert new termination date): _____
- Service Plan

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

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ 250,851.00.
- Term Amendment (insert new termination date): _____
- Service Plan

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

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ 250,851.00.
- Term Amendment (insert new termination date): _____
- Service Plan

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

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ 250,851.00.
- Term Amendment (insert new termination date): _____
- Service Plan

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

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

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

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

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

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

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

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

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

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

<h2 style="margin: 0;">City of Richmond - Insurance Requirements - Type 2: Professional Services</h2>

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

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

Umbrella/Excess Liability Policies

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

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

Claims-Made Policies

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

Subcontractors

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

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

Verification of Coverage

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

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

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

Continuous Coverage

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

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

Cancellation

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

Reporting Requirements

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

Consistent with Public Policy

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/23/2022

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

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


PRODUCER Whitney Oaks Insurance Services Inc. 1221 Pleasant Grove Blvd., Ste. 180 Roseville, CA 95678 License #: 0F74432	CONTACT NAME: Rachel Silva
	PHONE (A/C, No, Ext): (916)415-1930 FAX (A/C, No): (916)415-1931
	E-MAIL ADDRESS: csr@whitneyoaksinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Sentinel Insurance Company, LTD	NAIC #: 11000
INSURER B: Hartford Accident & Indemnity Insurane Co.	22357
INSURER C: Property and Casualty Ins. Co. of Hartford	34690
INSURER D: Philadelphia Insurance Company	18058
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 00009456-89582 REVISION NUMBER: 4

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	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		57SBAAT6312	11/27/2021	11/27/2022	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			57UECFM1071	11/27/2021	11/27/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$			57SBAAT6312	11/27/2021	11/27/2022	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A		57WBCAS8X2N	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional Lia.			PHSD1676985	12/15/2021	12/15/2022	Errors and Omission	2,000,000
D	Professional Lia.			PHSD1676985	12/15/2021	12/15/2022	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Richmond, its officers, officials, employees, agents and volunteers are included as Additional Insured. Insurance is Primary and Non-Contributory.

CERTIFICATE HOLDER City of Richmond 450 Civic Center Plaza Richmond, CA 94804	CANCELLATION 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  (RJS)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT AGREEMENT LIMITING AND RESTRICTING
THIS INSURANCE
OFFICERS AND DIRECTORS COVERAGE / EXCLUSION - CALIFORNIA**

Policy Number: 57 WBC AS8X2N

Endorsement Number:

Effective Date: 07/01/22

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: R3 CONSULTING GROUP INC
1512 EUREKA RD STE 220
ROSEVILLE CA 95661

Name of California Insurer: Property and Casualty Insurance Company of Hartford

If the employer named in Item 1 of the Information Page is a quasi-public or private corporation, this policy applies to all officers and members of boards of directors while rendering actual service for the corporation for pay, as employees, except those excluded below who

1. individually own at least 10 percent of the corporation's issued and outstanding stock, or
2. individually own at least 1 percent of the corporation's issued and outstanding stock if that officer's or member's parent, grandparent, sibling, spouse, or child owns at least 10 percent of the corporation's issued and outstanding stock and that officer or member is covered by a health insurance policy or a health care service plan, or
3. are officers or members of the board of directors of a cooperative corporation organized pursuant to the Cooperative Corporation Law (Corporations Code, Sections 12200 - 12704) who state that he or she is covered by both a health care service plan or health insurance policy, and a disability insurance policy that is comparable in scope and coverage, as determined by the Insurance Commissioner, to a workers' compensation policy.

If the employer named in Item 1 of the Information Page is a private corporation, or a private cooperative corporation organized pursuant to the Cooperative Corporation Law, this policy applies to an officer or director who is the sole shareholder of the corporation, as an employee, except if excluded below.

The insurance under this policy is limited as follows: It is AGREED that, anything in this policy to the contrary notwithstanding, this policy DOES NOT INSURE:

Officers, Directors and Trustees Excluded

Title

RICHARD TAGORE ERWIN

Officer

Nothing in this endorsement shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations in this endorsement.

It is further agreed that "remuneration" when used as a premium basis for such insurance as is afforded by this policy shall not include the remuneration of any person excluded from coverage in accordance with the foregoing.

FAILURE TO SECURE THE PAYMENT OF FULL COMPENSATION BENEFITS FOR ALL EMPLOYEES AS REQUIRED BY LABOR CODE SECTION 3700 IS A VIOLATION OF LAW AND MAY SUBJECT THE EMPLOYER TO THE IMPOSITION OF A WORK STOP ORDER, LARGE FINES, AND OTHER SUBSTANTIAL PENALTIES (Labor Code Section 3710.1, et seq.).