

CITY OF RICHMOND STANDARD CONTRACT

Department: Finance	Project Manager: Anil Comelo
Project Manager E-mail: Anil_Comelo@ci.richmond.ca.us	Project Manager Phone No: (510) 620-6600
PR No: Vendor No: 15086	P.O./Contract No:
Description of Services: On-Call Municipal Advisor Consulting 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:

NHA Advisors, LLC

Company Name:

Street Address: 440 Civic Center Drive, Suite 200

City, State, Zip Code: San Rafael, CA 94903

Contact Person: Mark Northcross

Telephone: (415) 785-2025

Email: mark@nhaadvisors.com

Business License No: 4006-1768 / Expiration Date: August 18, 2022

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 October 6, 2021 and it terminates October 6, 2024 unless terminated as provided herein.
3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ 100,000.00. 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

By: DocuSigned by:
Thomas L. Butt
64A4FEAB53BE4C0...

Title: Mayor

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

By: DocuSigned by:
Pamela Christian
080F5B0F7A43400...
City Clerk

Approved as to form:

By: DocuSigned by:
JA for
0F008C1E4CE0486...
City Attorney



CONTRACTOR:

NHA Advisors, LLC

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

By: DocuSigned by:
Mark Northcross
7142F3127D05468...

Title: Principal

Date Signed: 11/10/2021

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

By: _____

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
NHA Advisors, LLC

EXHIBIT A
SERVICE PLAN

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

Contractor shall perform services as set forth in the NHA Advisors, LLC Scope of Services, that is attached hereto and is incorporated herein by this reference.

EXHIBIT A

SCOPE OF SERVICES FINANCIAL CONSULTING AND MUNICIPAL ADVISORY SERVICES

NHA Advisors will work with the City to develop an assessment of the potential impact of likely funding strategies and options for the proposed Pt. Molate CFD on the City's General Fund assuming a "worst case" default by the Pt. Molate developer on any bonds issued by the CFD. Specific components of the Scope of Services are identified below:

◆ CFD "Worst Case" General Fund Impact Analysis

- Work with City staff and the developer to determine appropriate phasing for improvements to be financed through the CFD.
- Identify the likely amount of bonds to be issued to fund the initial phase of infrastructure for development of Pt. Molate.
- Determine an appropriate allocation of special tax revenues for this purpose of (1) funding infrastructure (2) maintenance of the infrastructure and (3) community benefits.
- Determine an estimate of the maximum annual special tax rate required for residential development in Pt. Molate.
- Prepare a hypothetical financing plan memo for the City on the proposed CFD that addresses the following (1) improvements to be financed, (2) maintenance and services costs to be funded, (3) recommended maximum tax rates, and (4) assumed phasing of CFD improvements.
- Prepare an analysis of the likely administrative and foreclosure costs to the City, pending future reimbursement per statute, in the event the developer becomes 100% delinquent on payment of special taxes within the CFD within 1 year of the issuance of the bonds. Assume that the administrative costs and foreclosure costs funded by the City will persist for 7 years prior to reimbursement from the proceeds of a successful foreclosure sale. Show the combined total City costs prior to reimbursement of those costs.
- Prepare an analysis of the annual missed bond debt service payments to bond owners should a successful foreclosure sale of the delinquent parcels require 7 years to be implemented.
- Identify potential mitigation measures for the risks described above, based on statewide CFD financing practice.

◆ Presentation to City Council, Staff or Other Stakeholders (as requested)

- Develop a presentation for staff and the City Council on the likely costs to all stakeholders identified above for the postulated CFD bond default.

For the Contract between the City of
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NHA Advisors, LLC

**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: Anil Comelo Department: Finance
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, Anil Comelo 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.

For the Contract between the City of
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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:

Anil Comelo

City of Richmond

450 Civic Center Plaza

Richmond, CA 94804-0046

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

Mark Northcross

NHA Advisors, LLC

440 Civic Center Drive, Suite 200

San Rafael, CA 94903

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
NHA Advisors, LLC

EXHIBIT E
SPECIAL CONDITIONS

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

EXHIBIT A

MUNICIPAL ADVISOR DISCLOSURES

Fiduciary Duty

NHA Advisors, LLC ("Consultant") is registered as a Municipal Advisor with the U. S. Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB"). As such, Consultant has a fiduciary duty to the City and must provide both a Duty of Care and a Duty of Loyalty that entail the following.

Duty of Care:

- a) exercise due care in performing its municipal advisory activities;
- b) possess the degree of knowledge and expertise needed to provide the City with informed advice;
- c) make a reasonable inquiry as to the facts that are relevant to the City's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the City; and
- d) undertake a reasonable investigation to determine that Consultant is not forming any recommendation on materially inaccurate or incomplete information; Consultant must have a reasonable basis for:
 - i. any advice provided to or on behalf of the City;
 - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the City, any other party involved in the municipal securities transaction or municipal financial product, or investors in the City securities; and
 - iii. any information provided to the City or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

Consultant must deal honestly and with the utmost good faith with the City and act in the City's best interests without regard to the financial or other interests of Consultant. Consultant will eliminate or provide full and fair disclosure (included herein) to the City about each material conflict of interest (as applicable). Consultant will not engage in municipal advisory activities with the City as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the City's best interest.

Conflicts of Interest and Other Matters Requiring Disclosures

As of the commencement date of the Project, there are no actual or potential material conflicts of interest, other than those noted below, that Consultant is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If Consultant becomes aware of any material potential conflict of interest that arises after this disclosure, Consultant will disclose the detailed information in writing to the City in a timely manner.

The following are potential conflicts of interest to be considered.

- Consultant's fees under this Project are based on hourly fees of Consultant's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest because it could create an incentive for Consultant to recommend alternatives that would result in more

hours worked. This conflict of interest will not impair Consultant's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the City.

- The fee paid to Consultant increases the cost of investment to the City. The increased cost occurs from compensating Consultant for municipal advisory services provided.
- Consultant serves a wide variety of other clients that may, from time to time, have interests that could have a direct or indirect impact on the interests of another Consultant client. For example, Consultant serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the City. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, Consultant could potentially face a conflict of interest arising from these competing client interests. Consultant fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with the City.
- Consultant does not have any affiliate that provides any advice, service, or product to or on behalf of the City that is directly or indirectly related to the municipal advisory activities to be performed by Consultant.
- Consultant has not made any payments directly or indirectly to obtain or retain Consultant's municipal advisory business.
- Consultant has not received any payments from third parties to enlist Consultant's recommendation to the City of its services, any municipal securities transaction, or any municipal finance product.
- Consultant has not engaged in any fee-splitting arrangements involving Consultant and any provider of investments or services to the City.
- Consultant does not have any legal or disciplinary event that is material to the City's evaluation of the municipal advisory or the integrity of its management or advisory personnel.
- Consultant does not act as principal in any of the transaction(s) related to this Project.
- During the term of the municipal advisory relationship, this disclosure will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this disclosure and the revised writing will be promptly delivered to the City.

Pursuant to MSRB Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- Consultant is currently registered as a Municipal Advisor with the SEC and the MSRB.
- Within the MSRB website at www.msrb.org, City may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

Legal Events and Disciplinary History

Consultant does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The City may electronically access Consultant's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

Recommendations

If Consultant makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the City and is within the scope of the engagement, Consultant will determine, based on the information obtained through reasonable diligence of Consultant whether a municipal securities transaction or municipal financial product is suitable for the City. In addition, Consultant will inform the City of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- the basis upon which Consultant reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the City; and
- whether Consultant has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the City objectives.

If the City elects a course of action that is independent of or contrary to the advice provided by Consultant, Consultant is not required on that basis to disengage from the City.

Record Retention

Effective July 1, 2014, pursuant to the SEC record retention regulations, Consultant is required to maintain in writing, all communication and created documents between Consultant and the City for five (5) years.

For the Contract between the City of
Richmond and
NHA Advisors, LLC

EXHIBIT F
INSURANCE PROVISIONS

During the entire term of this Contract and any extension or modification thereof, the CONTRACTOR shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are attached hereto and incorporated herein by this reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

Umbrella/Excess Liability Policies

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

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

Claims-Made Policies

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

Subcontractors

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

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

Verification of Coverage

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

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

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

Continuous Coverage

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

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

Cancellation

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

Reporting Requirements

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

Consistent with Public Policy

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



CITY OF RICHMOND

Standard Contract Approval and Execution Routing Slip

Contractor Name: NHA Advisors, LLC Contract# 5830 BL# 4006-1768 Exp. Date: 08/18/2022
 Description of Services On-Call Municipal Advisor Consulting Services Vendor # 15086
 Department: Finance Project Manager: Anil Comelo Phone: 510-620-6600
 Initial Contract Amount: \$ 100,000.00 Term of Contract: 10/6/2021 - 10/6/2024
 Total Contract: \$ 100,000.00
 Initial Contract: ☒ Amendment: 1 ☐ 2 ☐ 3 ☐ 4 ☐ Amendment \$

Step 1: Staff Preparation

- | | <u>Check One</u> | <u>Attach</u> |
|---------------------------|---|-------------------------------------|
| 1. Check One | <input type="checkbox"/> Emergency Justification | (Please Attach) |
| | <input type="checkbox"/> Sole Source Approval Signed | (Please Attach) |
| | <input checked="" type="checkbox"/> Evidence of Competitive Bidding | (Please Attach) |
| | 2. Prepare Scope of Work | <input checked="" type="checkbox"/> |
| | 3. Add Insurance Provisions | <input checked="" type="checkbox"/> |
| | 4. Obtain Tentative Contractor Approval (Scope of Work, General Conditions, Insurance Provisions) | <input checked="" type="checkbox"/> |
| | 5. Prepare Contract | <input checked="" type="checkbox"/> |
| 8. Check Applicable boxes | 6. Secure Legal Opinion | <input checked="" type="checkbox"/> |
| | 7. Purchasing Division Approval in Munis | <input checked="" type="checkbox"/> |
| | <input checked="" type="checkbox"/> Council Approval (over \$10,000) (Council Meeting Date) <u>10/5/2021</u> | |
| | <input type="checkbox"/> Finance Committee Approval (over \$100,000) (Committee Meeting Date) <u> </u> | |
| | <input type="checkbox"/> This contract is grant funded by <u> </u> | |

Step 2: Council Approval Process (Contracts above \$10,000)

Using Agenda Plus System to Place Items on the City Council Agenda for Action

Step 3: After City Council Approval, Project Manager Executes Contract by

Obtaining contractor signature on 3 original contracts and attaching Insurance Certificate and additional Insurance Endorsement ☒

Step 4: Submit Contractor Signed Documents to City Clerk

City Clerk ensures that contract received City Council approval that took place at the Council meeting. City Clerk Signature

	<u>Delivered Date</u>	<u>Return Date</u>
City Attorney	<u> </u>	<u> </u>
Mayor	<u> </u>	<u> </u>
City Clerk	<u> </u>	<u> </u>

City Clerk will return two original documents to Project Manager for the contractor and department and place a copy on the Intranet

From: Ofelia Alvarez [ofelia_alvarez@ci.richmond.ca.us]
To: Valerie Lewis [Valerie_Lewis@ci.richmond.ca.us]
Subject: RE: NHA Advisors - Contract #5830
Sent: Wed 1/5/2022 2:59 PM GMT-08:00
Importance: Normal

Hello:

Unfortunately I cannot change this field. Just let the City Clerk's office know that it was Posted in error. It was approved by me on 12-20-21. See below:

Ofelia Alvarez, CPPB

Senior Buyer, Purchasing Division

City of Richmond

Phone: 510-620-6699

Ofelia_Alvarez@ci.richmond.ca.us <mailto:Ofelia_Alvarez@ci.richmond.ca.us>

Note to Vendors: You can now register to receive bid announcements on-line, at www.ci.richmond.ca.us/bids <<http://www.ci.richmond.ca.us/bids>> .

From: Valerie Lewis <Valerie_Lewis@ci.richmond.ca.us>
Sent: Wednesday, January 5, 2022 2:22 PM
To: Ofelia Alvarez <ofelia_alvarez@ci.richmond.ca.us>
Subject: NHA Advisors - Contract #5830

Hi Ofelia,

This contract expired in DocuSign and I need to route the contract for final signatures. Is there a way you can change posted to approved as the City Clerk will not accept the printout with the current status.

Thanks,

Valerie Lewis

Finance Department

510-620-6891



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/04/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 KEVIN LEVINE K T L BUSINESS INSURANCE SERVICES, INC. 322 8TH STREET SUITE # 101 DEL MAR CA 92014	CONTACT NAME: K T L Business Insurance Services, Inc. PHONE (A/C, No, Ext): (858) 350-0555 FAX (A/C, No): (858) 350-0556 E-MAIL ADDRESS: kevin@ktlinsurance.com INSURER(S) AFFORDING COVERAGE INSURER A : Valley Forge Insurance Company NAIC # 20508 INSURER B : Hartford Casualty Insurance Company 29424 INSURER C : Underwriters at Lloyd's, London 15642 INSURER D : INSURER E : INSURER F :
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Agency Lic#: CA # 0D86601

INSURED NHA ADVISORS, LLC 4040 CIVIC CENTER DR STE 200 SAN RAFAEL CA 94903	
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COVERAGES**CERTIFICATE NUMBER:** 90468**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6025083654	01/23/21	01/23/22	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6025083654	01/23/21	01/23/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	72WECA9ESI	11/08/21	11/08/22	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE-EA EMPLOYEE \$ 1,000,000 E.L. DISEASE-POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY			MPL437400021	02/06/21	02/06/22	AGGREGATE \$ \$2,000,000 EACH CLAIM \$ \$1,000,000

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 NAMED AS ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY AS PER ATTACHED ENDORSEMENT AND POLICY FORM. 10-DAY NOTICE OF CANCELLATION GIVEN FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF RICHMOND 450 CIVIC CENTER PLAZA RICHMOND, CA 94804 Attention:	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 Kevin Levine
--	--



CNA80103XX
(09-14)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY-
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

The following is added to Paragraph **H. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.



BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a **"written contract"** to provide insurance, but only with respect to **"bodily injury"** or **"property damage"** arising out of **"your products"** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. **"Bodily injury"** or **"property damage"** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. **"Bodily injury" or "property damage"** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
 4. This provision **2.** does not apply if **"bodily injury" or "property damage"** included within the **"products-completed operations hazard"** is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSURED

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a **"written contract."**
2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
 - a. A higher limit of insurance than required by such **"written contract;"**
 - b. Coverage broader than required by such **"written contract"** and in no event greater than that described by the applicable paragraph a. through k. below; or
 - c. Coverage for **"bodily injury" or "property damage"** included within the **"products-completed operations hazard."** But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for **"bodily injury," "property damage" or "personal and advertising injury"** as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for **"bodily injury," "property damage," or "personal and advertising injury"** as grantor of a franchise to you.

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d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** caused in whole or in part by your maintenance, operation or use of such equipment, provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury"** takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury,"** takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury,"** takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance; or
- (2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:
 - (a) **"Bodily injury," "property damage" or "personal and advertising injury"** arising out of operations performed for the state or government agency or subdivision or political subdivision; or
 - (b) **"Bodily injury" or "property damage"** included within the **"products-completed operations hazard."**

With respect to this provision's requirement that additional insured status must be requested under a **"written contract,"** we will treat as a **"written contract"** any governmental permit that requires you to add the governmental entity as an additional insured.

i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for **"bodily injury," "property damage," or "personal and advertising injury"** caused by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs a. through i. above. Such additional insured is an insured solely for **"bodily injury," "property damage" or "personal and advertising injury"** for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For **"bodily injury," "property damage," or "personal and advertising injury"** arising out of the rendering or failure to render any professional services;
- (2) For **"bodily injury" or "property damage"** included in the **"products-completed operations hazard."** But this provision (2) does not apply to such **"bodily injury" or "property damage"** if:
 - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the **"written contract"**; and
 - (b) The **"written contract"** requires you to make the person or organization an additional insured for such **"bodily injury" or "property damage"**; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

- 1. With respect only to additional insured coverage provided under paragraphs A. and B. above:
 - a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a **"written contract"** requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.
 - b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

 - (1) Is currently in effect or becomes effective during the term of this policy; and
 - (2) Was executed prior to:
 - (a) The **"bodily injury" or "property damage,"** or
 - (b) The offense that caused the **"personal and advertising injury"**;
 for which the additional insured seeks coverage.
- 2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

 - a. An individual, then his or her spouse is an insured;

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- b. A partnership or joint venture, then its partners, members and their spouses are insureds;
- c. A limited liability company, then its members and managers are insureds;
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
- e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs a. through d. above;
- (2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or
- (3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "**Bodily injury**" is deleted and replaced by the following:

"**Bodily injury**" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under **Businessowners Liability Conditions**, the Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such "**occurrence**," offense, claim or "**suit**" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "**executive officer**" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a)**, **(b)** and **(c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"**Property damage**" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "**property damage**" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "**property damage**" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "**your work**" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "**your work**" and were never occupied, rented or held for rental by you.

Paragraphs **1**, **3**, and **4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3**, **4**, **5**, and **6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "**property damage**" included in the "**products-completed operations hazard**."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c**, **d**, **e**, **f**, **g**, **h**, **i**, **k**, **l**, **m**, **n**, and **o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.



3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) The insured; or
 - (b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
 - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.
2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:
 - (15) **Discrimination Relating to Room, Dwelling or Premises**
Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.
 - (16) **Employment Related Discrimination**
Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.
 - (17) **Fines or Penalties**
Fines or penalties levied or imposed by a governmental entity because of discrimination.
3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy.

1. ADDITIONAL INSURED – BLANKET VENDORS

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its

own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or
- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

2. MISCELLANEOUS ADDITIONAL INSUREDS

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. Additional Insured – Your Work

That person or organization for whom you do work is an additional insured solely for liability



due to your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph **F.9.** of the definition of "insured contract" under **Liability and Medical Expenses Definitions** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. Owners/Other Interests – Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or

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- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs **b.** through **h.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

3. The following is added to Paragraph H. of the BUSINESSOWNERS COMMON POLICY CONDITIONS:

H. Other Insurance

4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

4. LEGAL LIABILITY – DAMAGE TO PREMISES

- A. Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion **k.**

Damage To Property, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.



Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- B. Under B. Exclusions, 1. Applicable to Business Liability Coverage**, the last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

- C. The first Paragraph under item 5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of **"property damage" to any one premises**, while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

5. Blanket Waiver of Subrogation

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

6. Broad Knowledge of Occurrence

The following items are added to **E. Businessowners General Liability Conditions** in the **Businessowners Liability Coverage Form**:

- e. Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:
 - (1) You or any additional insured that is an individual;

- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph **e.** applies separately to you and any additional insured.

7. Bodily Injury

Section **F. Liability and Medical Expenses Definitions**, item 3. "Bodily Injury" is deleted and replaced with the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

8. Expanded Personal and Advertising Injury Definition

- a. The following is added to **Section F. Liability and Medical Expenses Definitions, item 14. Personal and Advertising Injury, in the Businessowners General Liability Coverage Form**:
- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 1. Not done intentionally by or at the direction of:
 - a. The insured; or
 - b. Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
 2. Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.
- b. The following is added to Exclusions, **Section B.:**

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**(15) Discrimination Relating to Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- c. This provision **(Expanded Personal and Advertising Injury)** does not apply if

Personal and Advertising Injury Liability is excluded either by the provisions of the Policy or by endorsement.

9. Personal and Advertising Injury Re-defined

Section F. Liability and Medical Expenses Definitions, item 14, Personal Advertising Injury, Paragraph c. is replaced by the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – WITH PRODUCTS COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

A. Paragraph C. WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization whom you are required by written contract to add as an additional insured on the Businessowners Liability Coverage Form.

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf

in the performance of your ongoing operations specified in the written contract; or

- c. "Your work" that is specified in the written contract but only for "bodily injury" or "property damage" included in the products completed operations hazard, and only if:

- (1) The written contract requires you to provide the additional insured such coverage; and
- (2) This Coverage Form provides such coverage.

2. We will not provide the additional insured any broader coverage or any higher limit of insurance than the least that is:

- a. Required by the written contract;
- b. Described in **B.1.** above; or
- c. Afforded to you under this policy.

3. This insurance is excess of all other insurance available to the additional insured, whether on a primary, excess, contingent or any other basis. But if required by the written contract, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

C. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:

- a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

- (1) The preparing approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

- (2) Supervisory, inspection, architectural or engineering activities.

- b. "Bodily injury," "property damage," or "personal and advertising injury" arising out of any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Policy.

D. Section E. of the **Businessowners General Liability Conditions** is amended as follows:

The **Duties in the Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- a. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- b. Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to all loss we cover under this Policy;
- c. Except as provided in Paragraph B.3. of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Policy; and
- d. Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit."

We have no duty to defend or indemnify an additional insured under this endorsement until we

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receive from the additional insured written notice of a claim or "suit."

- E. With respect only to the insurance provided by this endorsement, the first sentence of **Paragraph H.1. Other Insurance Condition** in the **Businessowners Common Policy Conditions**, is deleted and replaced with the following:

Other Insurance

1. This insurance is primary and non-contributory except when rendered excess by this endorsement, or when Paragraph 2. below applies.

- F. The provisions of the written contract or written agreement do not in any way broaden or amend this Policy.

G. Blanket Waiver of Subrogation

We waive any right of recovery we may have against:

1. Any person or organization with whom you have a written contract that requires such a waiver.

H. Broad Knowledge of Occurrence

The following items are added to **E. Businessowners General Liability Conditions** in the **Businessowners Liability Coverage Form**:

- e. Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:
 1. You or any additional insured that is an individual;
 - (2) Any partner, if you or an additional insured is a partnership;
 - (3) Any manager, if you or an additional insured is a limited liability company;
 - (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
 - (5) Any trustee, if you or an additional insured is a trust; or
 - (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph e. applies separately to you and any additional insured.

I. Bodily Injury

Section **F. Liability and Medical Expenses Definitions**, item 3. "Bodily Injury" is deleted and replaced with the following:

"**Bodily injury**" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by

that person at any time which results as a consequence of the bodily injury, sickness or disease.

J. Expanded Personal and Advertising Injury Definition

- A. The following is added to **Section F. Liability and Medical Expenses Definitions**, item 14. **Personal and Advertising Injury**, in the **Businessowners General Liability Coverage Form**:

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

1. Not done intentionally by or at the direction of:

- a. The insured; or
- b. Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

2. Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

- B. The following is added to Exclusions, **Section B.:**

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- C. This provision (**Expanded Personal and Advertising Injury**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

D. Personal and Advertising Injury Re-defined

Section **F. Liability and Medical Expenses Definitions**, item 14, **Personal Advertising Injury**, Paragraph c. is replaced by the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies



committed by or on behalf of its owner,
landlord or lessor.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 72 WEC AA9ESI

Endorsement Number:

Effective Date: 11/08/21

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

Named Insured and Address: NHA ADVISORS

4040 CIVIC CENTER DR STE 200 PMB 41
SAN RAFAEL CA 94903

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____

Authorized Representative

From: [Sabrina Lundy](#)
To: [Sabrina Lundy](#)
Cc: [Jasuara Castaneda](#); [Pamela Christian](#); [Ursula Deloa](#)
Subject: APPROVED CONSENT CALENDAR ITEMS - October 5, 2021, City Council Meeting
Date: Wednesday, October 6, 2021 9:54:25 AM

The following Consent Calendar items were approved by the City Council at its October 5, 2021, meeting:

HOUSING AUTHORITY CONSENT CALENDAR

G-1. ADOPT a resolution authorizing a contract amendment for as-needed temporary staffing services with Renoir Staffing in an amount of \$180,000 for a total amount not to exceed \$330,000.

CITY COUNCIL CONSENT CALENDAR

I-1. APPROVE contract amendment No. 1 with Larry Walker Associates in the amount of \$320,000, for a total amount not to exceed \$520,000 to assist with the Environmental Compliance Program Inspections, Sampling and the City's National Pollutant Discharge Elimination System (NPDES) and Stormwater Municipal Regional Permit (MRP).

I-2. ADOPT a resolution authorizing the issuance of a task authorization to Veolia Water to manage (on behalf of the City of Richmond) subcontracts with W.R. Forde and Associates, VW Housen and Questa Engineers to replace and or rehabilitate specific sanitary sewer pipelines in an amount not to exceed \$474,274.50 [W.R. Forde and Associates. cost of \$317,000 plus 16.5 percent mark-up of \$52,305, plus 15 percent contingency of \$47,550 plus 9 percent mark-up of \$4,279.50; VW Housen project cost of \$25,000, plus 16.5 percent mark-up of \$4,125, plus 15 percent contingency of \$3,750, plus 9 percent mark-up of \$337.50; Questa Engineers Project Cost of \$15,000, plus 16.5 percent mark-up of \$2,475, plus 15 percent contingency of \$2,250, plus 9 percent mark-up of \$202.50].

I-3. ADOPT a resolution to appropriate budget from the 2019A Wastewater Bonds proceeds for the unanticipated work; and approve contract amendment No. 1 for Bay Hawk Inc., in the amount of \$224,750 for the sewer pipeline repairs as listed in the 2018/2019 Risk Assessment Analysis (RAA) Clean-up Proposal Project list for a total contract amount not to exceed \$598,750.

I-4. APPROVE a contract with Pisor Fence Division, Inc., for replacing existing damaged fence at the Wastewater Treatment Plant (601 Canal Blvd.) with a new 1,120 linear foot (LF) of 8' height fence filled with Green Vinyl Strips, in an amount not to exceed \$128,070 (project cost of \$121,393 plus 5.5 percent contingency of \$6,677).

I-5. ADOPT a resolution authorizing the issuance of a task authorization to Veolia Water to manage (on behalf of the City of Richmond) subcontracts with: D'Arcy and Harty Construction, Inc., VW Housen and Questa Engineers to replace and or rehabilitate specific sanitary sewer pipelines in an amount not to exceed \$956,440 [D'Arcy and Harty Project cost of \$680,000 plus 16.5

percent mark-up of \$112,200, plus 15 percent contingency of \$102,000 plus 9 percent mark-up of \$9,100; VW Housen project cost of \$25,000, plus 16.5 percent mark-up of \$4,125, plus 15 percent contingency of \$3,750, plus 9 percent mark-up of \$337.50; Questa Engineers Project Cost of \$15,000, plus 16.5 percent mark-up of \$2,475, plus 15 percent contingency of \$2,250, plus 9 percent mark-up of \$202.50].

I-6. ADOPT a resolution authorizing the city manager, or designee, to enter into a Maintenance Agreement with Caltrans. The City of Richmond will be responsible for maintaining the signage and striping improvements that are installed at the intersection of Harbour Way South and Hoffman Boulevard as shown in Exhibit A.

I-7. APPROVE contracts with: (1) Avery and Associates;(2) The Byers Group; (3) Cooperative Personnel Services; (4) Koff and Associates, and(5) Management Partners each for ~~\$75,000~~ **\$50,000** for executive recruitment services over a three-year period from September 28, 2021, to September 27, 2024. **The Council authorized \$50,000 for each contract NOT \$75,000.**

I-8. AMEND the salary schedule to acknowledge Richmond Fire Management Association's executing the option to move a differential pay into base salary.

I-9. Continued to the October 19, 2021, City Council meeting.

I-10. APPROVE two legal services agreements, first amendments to five legal services agreements, and two second amendments to existing legal services agreements with: (1) Liebert, Cassidy Whitmore; (2) Sloan Sakai Yeung & Wong LLP; (3) Maloney Employment Law; (4) Orbach, Huff, Suarez & Henderson; (5) McNamara, Ney, Beatty, Slattery, Borges & Ambacher; (6) Newdorf Legal; and (7) Allen Glaessner Hazelwood & Werth to represent the City of Richmond in pending and future employment, dangerous condition, police/tort defense and other municipal law litigation in state and federal court.

I-11. ADOPT a resolution authorizing the city manager to execute a professional services agreement for Municipal Advisor services for land-secured financing districts if and when needed with any of the following firms (listed alphabetically): KNN Public Finance, LLC; NHA Advisors, LLC; Public Resources Advisory Group, Inc. ("PRAG"). Professional services agreements for as-needed services shall be for individual amounts not to exceed \$100,000 over a three-year period, with an option to extend the contract for two years. Total authority is limited to \$300,000 maximum, with no single contract exceeding \$100,000. This list and these limits may be revised, amended, or canceled by the action of the City Council, including by resolution for the issuance of bonds. **The Council authorized the recommended service agreement amounts with revision to some of the language in the resolution.**

I-12. APPROVE and AUTHORIZE the Police Department to spend up to \$50,000 per vendor over the next three (3) years. The four vendors were chosen based upon their ability to source and provide, at reasonable cost, the ammunition sizes utilized by the department. The four vendors are: Dooley, LC Action, San Diego Police Supply, and Ammo.com.

I-13. APPROVE a sole-source agreement with the Contra Costa County District Attorney's Office for the continued and dedicated services of a deputy district attorney who would be specifically assigned as Richmond's Community Based Prosecutor, in an amount not to exceed \$100,000 from July 1, 2021, through June 30, 2022.

I-14. APPROVE a three-year contract with the Richmond Rod & Gun Club in an amount not to exceed \$35,000 for ongoing training and practice.

I-15. AUTHORIZE the city manager or designee to execute a grant agreement with the State Department of Parks and Recreation for a \$25,000 Certified Local Government (CLG) grant and APPROPRIATE the \$25,000 CLG grant in Fiscal Year 21/22 budget.

I-16. APPROVE a sole-source contract with PES Environmental, Inc. (PES) in an amount not to exceed \$70,000 for environmental consultation services related for the Miraflores Property, through June 30, 2023, to be paid for by funding from the Successor Agency to the Richmond Community Redevelopment Agency.

I-17. APPROVE a request to waive the rental fees in the amount of \$873.50 for the 2021 Soulful Softball Sunday games and activities scheduled for October 17, 2021, at Nicholl Park.

I-18. PROCLAMATION declaring October 16, 2021, as Arbor Day in the City of Richmond.

I-19. PROCLAMATION declaring October 6, 2021, as California Clean Air Day in the City of Richmond.

Resolutions and Ordinances adopted at this meeting and the official minutes will be posted on the City Clerk's webpage within 14 business days following the City Council meeting.

The Purchasing Division will accept a printout of this email as proof of contract approval by the City Council. Please include a copy of this email with contracts delivered to the City Clerk's Office for signature routing.

Sabrina Lundy
City Clerk's Office
(510) 231-3048

Please Note: This message is being sent on a public e-mail system and may be subject to disclosure pursuant to the California Public Records Act. The City Clerk's Department is prohibited from giving legal advice (per California Business and Professions Code 6125).

City of Richmond RFQ Evaluation Form – **Municipal Advisor Consulting Services**

Date: _____

Vendor NHA Advisors Evaluator Name L. Velasco

Evaluation Criteria	Maximum Points	Assigned Score	Comments
1. Experience/Past Performance/References Consideration will be given based upon the firm's experience, years in business, past and current client references; technical expertise and professional competence in areas directly related to this RFQ; number of years of experience in performing similar work.	30	28	
2. Proposer Qualifications This category will evaluate the respondent's ability to take upon itself the responsibilities set forth in the Scope of Services and produce the required outcome in a timely manner. Consideration will be given for the overall quality of the proposal, including a demonstrated understanding of the purpose, scope, and objective of the services to be performed. It is the intention of the City of Richmond to award a contract to the Respondent who furnishes satisfactory evidence that the Respondent has the requisite experience and ability to enable the Respondent to execute the work successfully and properly, and to complete services in a timely manner. To determine the degree of responsibility to be credited to the Respondent, the City of Richmond will weigh the evidence that the Respondent has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress.	30	28	
3. Project Team Respondent should demonstrate that all key personnel have been successfully involved with projects of similar scope and magnitude. This category will evaluate the firm's: <ul style="list-style-type: none"> • Qualifications and relevant individual experience • Unique qualification of key personnel • Staff Availability / Time commitment of key members • Organization chart 	20	18	
Cost Proposal	20	20	virtual/phone mtgs no change
	TOTAL	94	

City of Richmond RFQ Evaluation Form – **Municipal Advisor Consulting Services**

Date: _____

Vendor

PRAG

Evaluator Name

L. V. Llover

Evaluation Criteria	Maximum Points	Assigned Score	Comments
1. Experience/Past Performance/References Consideration will be given based upon the firm's experience, years in business, past and current client references; technical expertise and professional competence in areas directly related to this RFQ; number of years of experience in performing similar work.	30	28	
2. Proposer Qualifications This category will evaluate the respondent's ability to take upon itself the responsibilities set forth in the Scope of Services and produce the required outcome in a timely manner. Consideration will be given for the overall quality of the proposal, including a demonstrated understanding of the purpose, scope, and objective of the services to be performed. It is the intention of the City of Richmond to award a contract to the Respondent who furnishes satisfactory evidence that the Respondent has the requisite experience and ability to enable the Respondent to execute the work successfully and properly, and to complete services in a timely manner. To determine the degree of responsibility to be credited to the Respondent, the City of Richmond will weigh the evidence that the Respondent has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress.	30	27	
3. Project Team Respondent should demonstrate that all key personnel have been successfully involved with projects of similar scope and magnitude. This category will evaluate the firm's: <ul style="list-style-type: none"> • Qualifications and relevant individual experience • Unique qualification of key personnel • Staff Availability / Time commitment of key members • Organization chart 	20	18	
Cost Proposal	20	16	no phase 7 estimate bond issue fee good range
	TOTAL	89	

City of Richmond RFQ Evaluation Form – **Municipal Advisor Consulting Services**

Date: _____

Vendor

KNN

Evaluator Name

L. Velamuri

Evaluation Criteria	Maximum Points	Assigned Score	Comments
1. Experience/Past Performance/References Consideration will be given based upon the firm's experience, years in business, past and current client references; technical expertise and professional competence in areas directly related to this RFQ; number of years of experience in performing similar work.	30	27	
2. Proposer Qualifications This category will evaluate the respondent's ability to take upon itself the responsibilities set forth in the Scope of Services and produce the required outcome in a timely manner. Consideration will be given for the overall quality of the proposal, including a demonstrated understanding of the purpose, scope, and objective of the services to be performed. It is the intention of the City of Richmond to award a contract to the Respondent who furnishes satisfactory evidence that the Respondent has the requisite experience and ability to enable the Respondent to execute the work successfully and properly, and to complete services in a timely manner. To determine the degree of responsibility to be credited to the Respondent, the City of Richmond will weigh the evidence that the Respondent has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress.	30	27	
3. Project Team Respondent should demonstrate that all key personnel have been successfully involved with projects of similar scope and magnitude. This category will evaluate the firm's: <ul style="list-style-type: none"> • Qualifications and relevant individual experience • Unique qualification of key personnel • Staff Availability / Time commitment of key members • Organization chart 	20	17	
Cost Proposal	20	15	Initial Fee unclear
	TOTAL	86	

City of Richmond RFQ Evaluation Form – **Municipal Advisor Consulting Services**

Date: _____

Vendor

Rocket Fleet

Evaluator Name

L. Velum

Evaluation Criteria	Maximum Points	Assigned Score	Comments
1. Experience/Past Performance/References Consideration will be given based upon the firm's experience, years in business, past and current client references; technical expertise and professional competence in areas directly related to this RFQ; number of years of experience in performing similar work.	30	25	out of state reference
2. Proposer Qualifications This category will evaluate the respondent's ability to take upon itself the responsibilities set forth in the Scope of Services and produce the required outcome in a timely manner. Consideration will be given for the overall quality of the proposal, including a demonstrated understanding of the purpose, scope, and objective of the services to be performed. It is the intention of the City of Richmond to award a contract to the Respondent who furnishes satisfactory evidence that the Respondent has the requisite experience and ability to enable the Respondent to execute the work successfully and properly, and to complete services in a timely manner. To determine the degree of responsibility to be credited to the Respondent, the City of Richmond will weigh the evidence that the Respondent has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress.	30	25	
3. Project Team Respondent should demonstrate that all key personnel have been successfully involved with projects of similar scope and magnitude. This category will evaluate the firm's: <ul style="list-style-type: none"> • Qualifications and relevant individual experience • Unique qualification of key personnel • Staff Availability / Time commitment of key members • Organization chart 	20	15	out of state
Cost Proposal	20	15	no phase 1 est. - big range for
	TOTAL	80	issuance

City of Richmond RFQ Evaluation Form – **Municipal Advisor Consulting Services**Date: 9/20/2021Vendor KNN Evaluator Name JOE LEACH

Evaluation Criteria	Maximum Points	Assigned Score	Comments
1. Experience/Past Performance/References Consideration will be given based upon the firm's experience, years in business, past and current client references; technical expertise and professional competence in areas directly related to this RFQ; number of years of experience in performing similar work.	30	25	Did well to research city; exp. w/ LLMD and Geol Haz Abatement Dist into CFD instead of separate;
2. Proposer Qualifications This category will evaluate the respondent's ability to take upon itself the responsibilities set forth in the Scope of Services and produce the required outcome in a timely manner. Consideration will be given for the overall quality of the proposal, including a demonstrated understanding of the purpose, scope, and objective of the services to be performed. It is the intention of the City of Richmond to award a contract to the Respondent who furnishes satisfactory evidence that the Respondent has the requisite experience and ability to enable the Respondent to execute the work successfully and properly, and to complete services in a timely manner. To determine the degree of responsibility to be credited to the Respondent, the City of Richmond will weigh the evidence that the Respondent has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress.	30	25	Helped Santee w/ first CFD; Vacaville's first CFD in 28 years; marina, Oakland and SoSF; familiar w/ combined CFDs w/ EBMUD; strong disclaimer re: scope of clients as public entities, local governments, school districts; long-tenured staff experience w/ firm; comment on the need for formally adopted CFD goals/policies
3. Project Team Respondent should demonstrate that all key personnel have been successfully involved with projects of similar scope and magnitude. This category will evaluate the firm's: <ul style="list-style-type: none"> • Qualifications and relevant individual experience • Unique qualification of key personnel • Staff Availability / Time commitment of key members • Organization chart 	20	15	Capable.

Cost Proposal	20	20	competitive
	TOTAL	85	

City of Richmond RFQ Evaluation Form – **Municipal Advisor Consulting Services**Date: 9.14.2021Vendor KNN Evaluator Name T. Fuller

Evaluation Criteria	Maximum Points	Assigned Score	Comments
1. Experience/Past Performance/References Consideration will be given based upon the firm's experience, years in business, past and current client references; technical expertise and professional competence in areas directly related to this RFQ; number of years of experience in performing similar work.	30	25	Long established firm.
2. Proposer Qualifications This category will evaluate the respondent's ability to take upon itself the responsibilities set forth in the Scope of Services and produce the required outcome in a timely manner. Consideration will be given for the overall quality of the proposal, including a demonstrated understanding of the purpose, scope, and objective of the services to be performed. It is the intention of the City of Richmond to award a contract to the Respondent who furnishes satisfactory evidence that the Respondent has the requisite experience and ability to enable the Respondent to execute the work successfully and properly, and to complete services in a timely manner. To determine the degree of responsibility to be credited to the Respondent, the City of Richmond will weigh the evidence that the Respondent has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress.	30	25	Qualified.
3. Project Team Respondent should demonstrate that all key personnel have been successfully involved with projects of similar scope and magnitude. This category will evaluate the firm's: <ul style="list-style-type: none"> • Qualifications and relevant individual experience • Unique qualification of key personnel • Staff Availability / Time commitment of key members • Organization chart 	20	25	Capable.
Cost Proposal	20	20	
	TOTAL	85	

City of Richmond RFQ Evaluation Form – **Municipal Advisor Consulting Services**Date: 9/20/2021Vendor NHA ADVISORS Evaluator Name JOE LEACH

Evaluation Criteria	Maximum Points	Assigned Score	Comments
1. Experience/Past Performance/References Consideration will be given based upon the firm's experience, years in business, past and current client references; technical expertise and professional competence in areas directly related to this RFQ; number of years of experience in performing similar work.	30	28	Researched various issues in Richmond and provided similar expertise;
2. Proposer Qualifications This category will evaluate the respondent's ability to take upon itself the responsibilities set forth in the Scope of Services and produce the required outcome in a timely manner. Consideration will be given for the overall quality of the proposal, including a demonstrated understanding of the purpose, scope, and objective of the services to be performed. It is the intention of the City of Richmond to award a contract to the Respondent who furnishes satisfactory evidence that the Respondent has the requisite experience and ability to enable the Respondent to execute the work successfully and properly, and to complete services in a timely manner. To determine the degree of responsibility to be credited to the Respondent, the City of Richmond will weigh the evidence that the Respondent has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress.	30	28	Well qualified. Have done many, many CFDs, so excellent firm to have on-call.
3. Project Team Respondent should demonstrate that all key personnel have been successfully involved with projects of similar scope and magnitude. This category will evaluate the firm's: <ul style="list-style-type: none"> • Qualifications and relevant individual experience • Unique qualification of key personnel • Staff Availability / Time commitment of key members • Organization chart 	20	20	Proposes to be lead on finance meetings to ensure milestones are met; headquartered in San Rafael; limited Bay Area experience cited; cited several CFDs that included soil remediation issues; ranked No. 1 in last 5 years based upon volume in No Cal
Cost Proposal	20	20	thorough

	TOTAL	96	
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City of Richmond RFQ Evaluation Form – **Municipal Advisor Consulting Services**Date: 9.14.2021Vendor NHA Evaluator Name T. Fuller

Evaluation Criteria	Maximum Points	Assigned Score	Comments
1. Experience/Past Performance/References Consideration will be given based upon the firm's experience, years in business, past and current client references; technical expertise and professional competence in areas directly related to this RFQ; number of years of experience in performing similar work.	30	30	Experienced and creative.
2. Proposer Qualifications This category will evaluate the respondent's ability to take upon itself the responsibilities set forth in the Scope of Services and produce the required outcome in a timely manner. Consideration will be given for the overall quality of the proposal, including a demonstrated understanding of the purpose, scope, and objective of the services to be performed. It is the intention of the City of Richmond to award a contract to the Respondent who furnishes satisfactory evidence that the Respondent has the requisite experience and ability to enable the Respondent to execute the work successfully and properly, and to complete services in a timely manner. To determine the degree of responsibility to be credited to the Respondent, the City of Richmond will weigh the evidence that the Respondent has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress.	30	30	Well qualified. Have done many, many CFDs, so excellent firm to have on-call.
3. Project Team Respondent should demonstrate that all key personnel have been successfully involved with projects of similar scope and magnitude. This category will evaluate the firm's: <ul style="list-style-type: none"> • Qualifications and relevant individual experience • Unique qualification of key personnel • Staff Availability / Time commitment of key members • Organization chart 	20	20	Experienced team with high commitment to serving clients well.
Cost Proposal	20	20	
	TOTAL	100	

City of Richmond RFQ Evaluation Form – **Municipal Advisor Consulting Services**Date: 9/20/2021Vendor PRAG Evaluator Name JOE LEACH

Evaluation Criteria	Maximum Points	Assigned Score	Comments
1. Experience/Past Performance/References Consideration will be given based upon the firm's experience, years in business, past and current client references; technical expertise and professional competence in areas directly related to this RFQ; number of years of experience in performing similar work.	30	25	Good firm. Seem to have strength in certain types of financing w/ competency in most others
2. Proposer Qualifications This category will evaluate the respondent's ability to take upon itself the responsibilities set forth in the Scope of Services and produce the required outcome in a timely manner. Consideration will be given for the overall quality of the proposal, including a demonstrated understanding of the purpose, scope, and objective of the services to be performed. It is the intention of the City of Richmond to award a contract to the Respondent who furnishes satisfactory evidence that the Respondent has the requisite experience and ability to enable the Respondent to execute the work successfully and properly, and to complete services in a timely manner. To determine the degree of responsibility to be credited to the Respondent, the City of Richmond will weigh the evidence that the Respondent has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress.	30	25	Good competent.
3. Project Team Respondent should demonstrate that all key personnel have been successfully involved with projects of similar scope and magnitude. This category will evaluate the firm's: <ul style="list-style-type: none"> • Qualifications and relevant individual experience • Unique qualification of key personnel • Staff Availability / Time commitment of key members • Organization chart 	20	18	competent
Cost Proposal	20	18	
	TOTAL	86	

City of Richmond RFQ Evaluation Form – **Municipal Advisor Consulting Services**Date: 9.14.2021Vendor PRAG Evaluator Name T. Fuller

Evaluation Criteria	Maximum Points	Assigned Score	Comments
1. Experience/Past Performance/References Consideration will be given based upon the firm's experience, years in business, past and current client references; technical expertise and professional competence in areas directly related to this RFQ; number of years of experience in performing similar work.	30	25	Good firm. But not for every type of financing.
2. Proposer Qualifications This category will evaluate the respondent's ability to take upon itself the responsibilities set forth in the Scope of Services and produce the required outcome in a timely manner. Consideration will be given for the overall quality of the proposal, including a demonstrated understanding of the purpose, scope, and objective of the services to be performed. It is the intention of the City of Richmond to award a contract to the Respondent who furnishes satisfactory evidence that the Respondent has the requisite experience and ability to enable the Respondent to execute the work successfully and properly, and to complete services in a timely manner. To determine the degree of responsibility to be credited to the Respondent, the City of Richmond will weigh the evidence that the Respondent has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress.	30	25	Good generally, but not my first choice for the CFD work.
3. Project Team Respondent should demonstrate that all key personnel have been successfully involved with projects of similar scope and magnitude. This category will evaluate the firm's: <ul style="list-style-type: none"> • Qualifications and relevant individual experience • Unique qualification of key personnel • Staff Availability / Time commitment of key members • Organization chart 	20	20	
Cost Proposal	20	15	
	TOTAL	85	