

**CITY OF RICHMOND
STANDARD CONTRACT**

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

The parties to this STANDARD CONTRACT do mutually agree and promise as follows:

1. Parties. The parties to this Contract are the City of Richmond (herein referred to as the "City") and the following named Contractor:

Company Name: _____

Street Address: _____

City, State, Zip Code: _____

Contact Person: _____

Telephone: _____

Email: _____

Business License No: _____

/ Expiration Date: _____

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

2. Term. The effective date of this Contract is _____ and it terminates _____ unless terminated as provided herein.
3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ _____. City shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the City Council or City Manager.
4. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
5. City's Obligations. City shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. Authorized Representatives and Notices. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C) which are attached hereto and are incorporated herein by reference.
7. General Conditions. This Contract is subject to the General Conditions (Exhibit D) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
8. Special Conditions. This Contract is subject to the Special Conditions (Exhibit E) (if any) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein. (Note: other than Public Works contracts, the City will agree to Special Conditions only in unusual circumstances.)
9. Insurance Provisions. This Contract is subject to the Insurance Provisions (Exhibit F) which are attached hereto and are incorporated herein by reference.
10. Signatures. These signatures attest the parties' Contract hereto:

CITY OF RICHMOND
a municipal corporation

CONTRACTOR:

By: _____

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

Title: _____

By: _____

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

Title: _____

Date Signed: _____

By: _____
City Clerk

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

Approved as to form:

By: _____

By: _____
City Attorney

Title: _____

Date Signed: _____

(NOTE: Pursuant to California Corporations
Code Section 313, if Contractor is a corporation
or nonprofit organization, this Contract (1) must
be signed by (a) the Chairperson of the Board,
President or Vice-President and (b) the
Secretary any Assistant Secretary, the Chief
Financial Officer or any Assistant Treasurer.

LIST OF ATTACHMENTS:

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

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

For the Contract between the City of
Richmond and

EXHIBIT A
SERVICE PLAN

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

Exhibit A - Proposal

Parchester Village Mural Project

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Introduction & Background

Parchester Village is one of the most physically isolated neighborhoods in Richmond, California. It is predominantly a community of color, with over 82.9% of its 400 households being non-White. Nestled between two railroad lines, the entire neighborhood is lined by a 7.5-foot-high concrete sound wall to reduce noise pollution from nearby trains. This same wall disguises the neighborhood, its history, and its residents from the public eyes.

Over the last several years, Parchester residents, in partnership with the City of Richmond Love Your Block Program, have brought the neighborhood back into the spotlight by mobilizing resident and community volunteers to address community livability issues - particularly blight, illegal dumping, and public safety.

In addition to community clean-ups, Richmond-based creative artist Richard Muro Salazar was brought on board to work with volunteers to create, and later extend, a vibrant mural on a total of seven (7) sound wall panels at the main neighborhood entrance, engaging over 60 volunteers. **Following the successful first mural installation in 2017, Parchester Neighborhood Council identified the mural extension in collaboration with Richard, along the entire east sound wall, as a priority goal for the neighborhood that would put this historic community back on the public radar.**

With views of the bay painted in such simplicity and motion, another seven (7) sound wall panels were recently completed in October 2020 through a Richmond Arts & Culture Commission Neighborhood Public Arts Mini-Grant, with 66 volunteers coming out to support the efforts.

The current 2,100 square-foot, 14-panel mural depicts the adjacent bay and shoreline, honoring Parchester's legacy of environmental justice dating back to the 1970s. Activists living in Parchester, most notably the Dotson family, fought for decades to preserve the nearby Dotson Family Marsh (formerly Bruener Marsh) as open space in the face of proposed development. The dispute gained significance as the threat of sea level rise emerged, ultimately leading to acquisition of the marsh by East Bay Regional Parks District. EBRPD has since completed habitat restoration and climate adaptation projects at the marsh and renamed it in honor of Parchester's Dotson family, incorporating the area into Point Pinole Regional Shoreline.

As Parchester's activity continues to grow, local groups have taken notice. Nearby business SeQuential reached out to the community upon passing by the first installment of the mural project, inspired by residents' participation. They have since donated supplies and labor to support additional beautification projects in Parchester, partnering to improve public spaces.

Parchester Village was the first neighborhood in the state of California to sell homes to Black residents. Today, across the train tracks to the east lie the Richmond Country Club and luxury Country Club Vista homes. The project presents a unique opportunity to not only uplift a neighborhood with a history of disinvestment, but bridge the historic racial and economic segregation and build unity between a more affluent neighborhood just across the train tracks through participatory public art.

Project Proposal

The Parchester Village Mural consists of 88 masonry sound wall barrier panels. Each is 7.5 ft tall by 20 ft wide. The 13,200 sq. ft. mural will be completed by the end of 2023. It will be a community-oriented project in partnership with Richard Muro Salazar, City of Richmond, Richmond Love Your Block, Parchester Village Neighborhood Council and MLC Holdings. The final mural designs will be determined after collaboration through community design events. The duration of the project will be approximately 14 months. The outcome will be the completion of the largest mural in the history of the City of Richmond. The process will be captured in a short film documentary and debuted at the unveiling. A community celebration and mural unveiling event will be held TBA per COVID-19 public safety guidelines.

Our process consists of 7 milestones that ensure the progression & quality control with the community throughout the project's entirety:

1. Concept Design
2. Design Drawings
3. Design Approval
4. 50% Fabrication
5. 100% Fabrication
6. Project Acceptance
7. Contingency

During each milestone, Richmond Love Your Block and Parchester Village Neighborhood Council will lead marketing efforts with flyers and mailers, social media (Facebook, Instagram, Nextdoor), doorknocking, banners, e-newsletters and local news media.

Milestones:

1. **Concept Design**
 - COVID-19 Safety/Sanitation
 - Community Brainstorm Marketing (Richmond Love Your Block & Parchester Village Neighborhood Council)
 - Community Brainstorm (2 Events)
 - RMS & JW Begin Concept Design

The first milestone focuses on the concept design and marketing the project to the local Parchester Community and making them aware of an opportunity to collaborate. Lead Artists Richard Muro Salazar and John Wehrle will begin concept design. This milestone will run through November 2022 - January 2023.

2. **Design Drawings**
 - COVID-19 Safety/Sanitation
 - Project Design Marketing (Richmond Love Your Block & Parchester Village Neighborhood Council)
 - Complete Design Drawings (RMS & JW)

- Present Design Drawings (1 Event)
- Design Revisions and Edits

The second milestone will focus on the continuation of project marketing to local Parchester community, the completion of design drawings, presenting mural design, and final design revisions. This milestone will run through January 2023 - March 2023.

3. Design Approval

- COVID-19 Safety/Sanitation
- Finalize Mural Design with Community (1 Event)
- Present Final Design to PAAC
- Create Paint by Number System
- Purchase Project Materials
- Encroachment Permit Planning
- Community Paint Days Planning and Marketing (Richmond Love Your Block & Parchester Village Neighborhood Council)

The third milestone consist of the approval for the final design by PAAC. Once approved, community paint days planning and marketing will reach out city wide for this historic events. Encroachment permit will be filed in accordance to the paint days. This milestone will run through March 2023 - June 2023.

4. 50% Fabrication

- COVID-19 Safety/Sanitation
- Project Marketing (Richmond Love Your Block & Parchester Village Neighborhood Council)
- Mural Wall Sketch (Richard Muro Salazar and team)
- Encroachment Permit
- Community Paint Days (6 Events)

The fourth milestone will focus on the sketching of the mural, paint by number system, and organizing the community paint days. This milestone will run through June 2023 - August 2023.

5. 100% Fabrication

- COVID-19 Safety / Sanitation
- Project Marketing (Richmond Love Your Block & Parchester Village Neighborhood Council)
- Mural Wall Sketching
- Encroachment Permit
- Community Paint Days (6 Events)
- Final Mural Details
- Mural Unveiling Planning

The fifth milestone will focus on planning the mural unveiling celebration and finalizing the mural/project in its physical form. This milestone will run through August 2023 -October 2023

6. Project Acceptance

- COVID-19 Safety / Sanitation
- Project RACC Acceptance
- Project Signage

- Mural Unveiling Celebration
- Maintenance Plan
- Short Documentary Release

The sixth milestone focuses on finalizing the project in its administration form, RACC project acceptance, and Signage. A short film documentary about this historic project will be released at the mural unveiling celebration. This milestone will run through October 2023 - November 2023.

7. Contingency

- In Case of an Emergency
- Final Report

The last milestone is to ensure there is enough bumper space in the case of an unexpected event. Final Report will be submitted outlining the historic Parchester Mural Project. This milestone will run through November 2023 - December 2023.

View the project timeline in **Appendix D - Project Timeline** and the project budget in **Appendix E - Project Budget**.

Site Dimensions

Currently, 14 panels of the sound wall have been painted. There are a total of 88 unpainted panels of the sound wall, with 6 of these panels proposed for repair or replacement by MLC Holdings during the project. See **Site Conditions** for photos of the damaged panels. If the repair is not completed, then 87 panels will be painted. Each panel averages 7.5 feet tall by 20 feet wide, or about 150 square feet each.


Total proposed site dimensions: 88 panels x 150 square feet = 13,200 square feet or nearly the approximate area of an Olympic-sized pool (13,454 square feet)!





Site Map

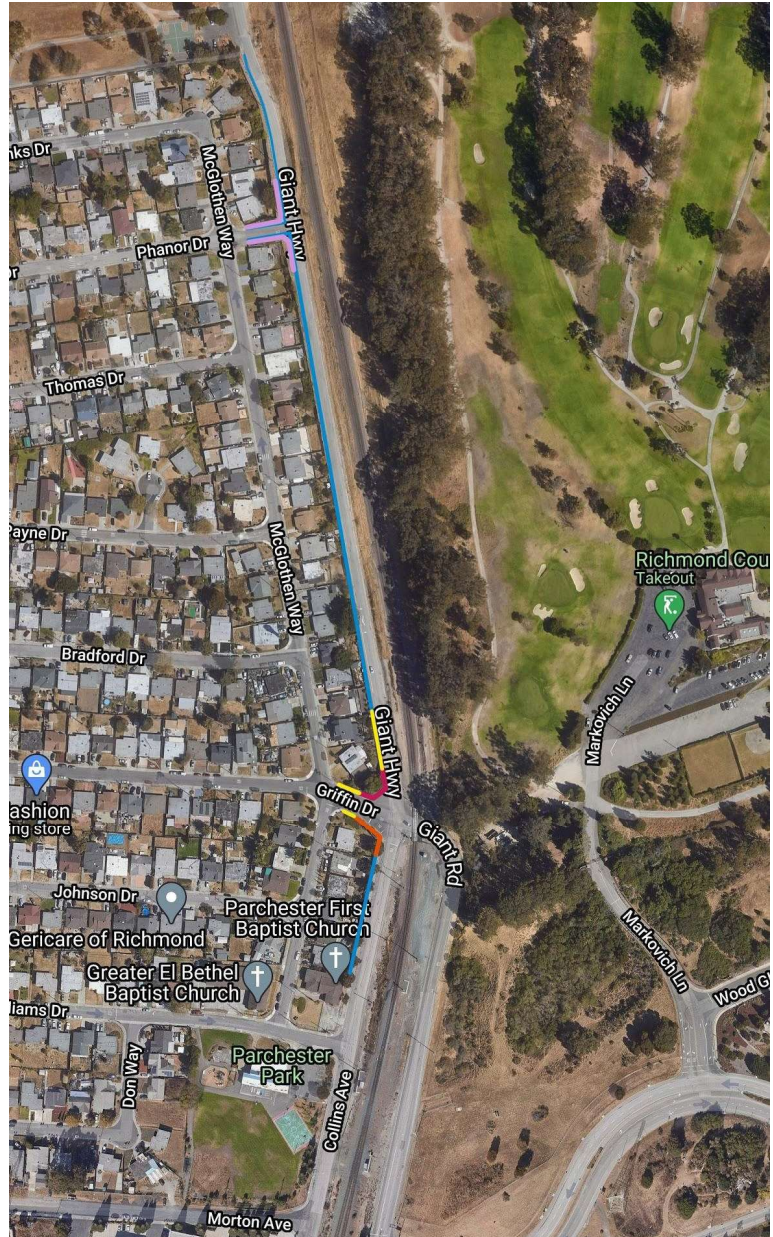
Parchester Village, Richmond, California

Proposed Project Site

 Proposed Project Site

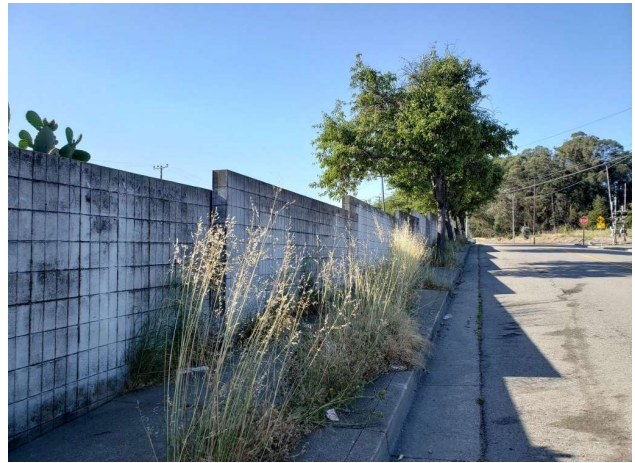
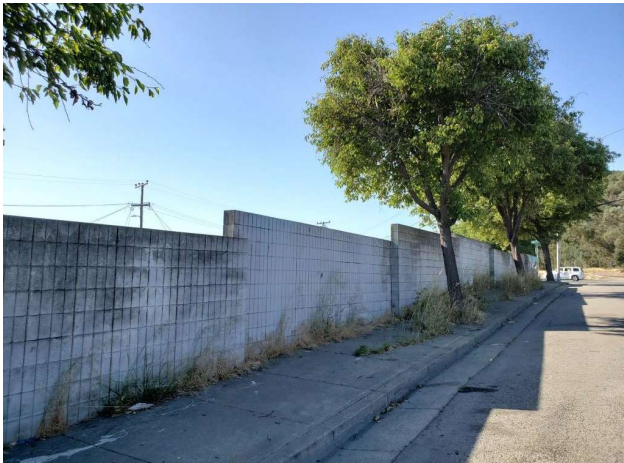
Past Project Sites

-  Neighborhood Public Arts Mini-Grant Project (October 2020)
-  Climate Leaders in Action Grant (October 2018)
-  Phanor Drive Beautification Project (April 2018)
-  "Welcome to Parchester" Project (April 2017)



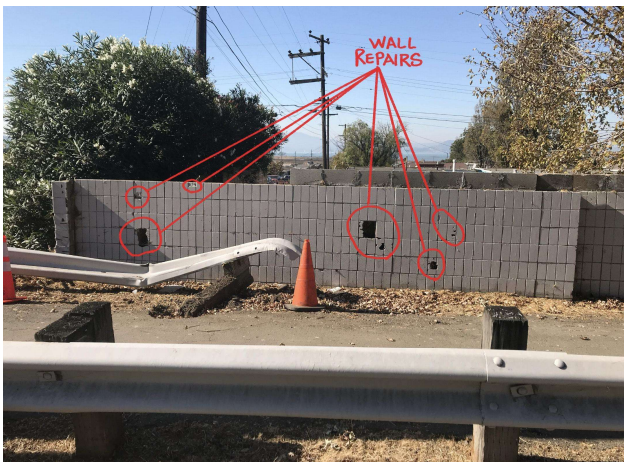
Site Conditions

Giant Highway, Parchester Village, Richmond, California



Site Conditions (continued)

Giant Highway, Parchester Village, Richmond, California



Past Project Photos

“Welcome to Parchester” Project (April 2017)

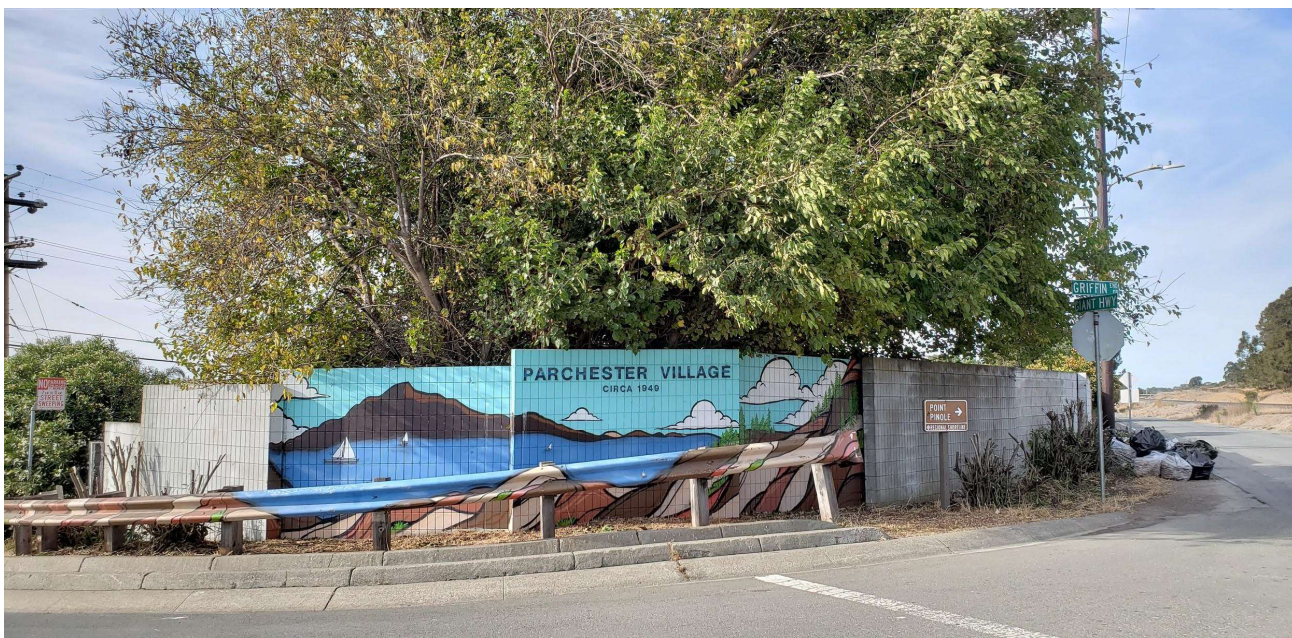
Before



During



After



Past Project Photos (continued)

Phanor Drive Beautification Project (April 2018)

Before



During



After



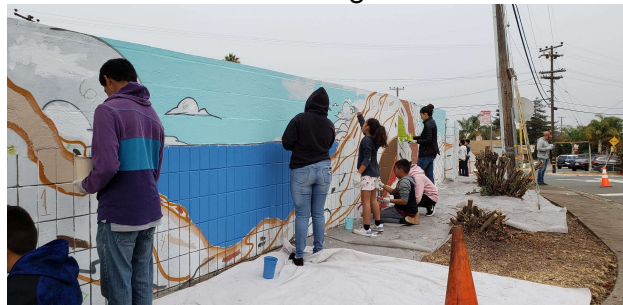
Past Project Photos (continued)

Climate Leaders in Action Grant Project (October 2018)

Before



During



After



Past Project Photos (continued)

Neighborhood Public Arts Mini-Grant Project (October 2020)

Full album: <https://www.flickr.com/photos/richmondcsd/albums/72157716822695318>

Before



During



After



Primary Roles

Lead Artist and Project Manager - Richard Muro Salazar

The Lead Artist/Project Manager will work closely with the Arts & Culture Manager, Winifred Day, to ensure project compliance with any applicable policies and procedures and with the Community Services Department to implement best volunteer, marketing, and community engagement practices.

The Lead Artist/Project Manager will be responsible for oversight and implementation of all administrative and artistic elements of the project, such as design, purchasing, invoicing, and installation. The Lead Artist/Project Manager will oversee over 800 volunteers during the course of the community paint days.

View the full scope of service in **Appendix A - Richard Muro Salazar Scope of Service** .

Assistant Lead Artist - John Wehrle

Assistant Lead Artist John will collaborate with Richard on the final Parchester Village mural design. He will also ensure quality control over the installations of the mural.

Assistant Artists - Michael Joseph Connors and Mauricio Ortiz

Assistant Artist will primarily support the Lead Artist/Project Manager during the volunteer events and detailing phase of the project. Under general supervision from the Artist and Project Manager, the Assistant Artist will help manage volunteers and detail and complete the mural upon conclusion of the volunteer events.

View each assistant artist's full scope of service in **Appendix A - Richard Muro Salazar Scope of Service**.

Partnership Roles

MLC Holdings - Paul Manyisha

MLC Holdings is the primary funder of the project through the 1% in-lieu fee. MLC Holdings will also contribute to construction elements related to the project, such as sound wall repair, power washing, priming, and sealing.

City of Richmond, Arts & Culture Division - Winifred Day

Winifred Day, Arts & Culture Manager, is the City liaison and City Project Manager for the project, ensuring contract compliance and overseeing overall administration.

Parchester Neighborhood Council - Goretha Johnson, Lori Hart, and Ivonne Malave

Parchester Neighborhood Council represents the Parchester Village neighborhood. The council will conduct outreach to Parchester residents for voluntary participation in the design and implementation of the project. The council will ensure the community vision is reflected in the project.

City of Richmond Community Services Department, Love Your Block - Stephanie Ny

The Community Services Department Love Your Block program has been a part of the mural efforts since its inception. Love Your Block provided mini-grant funding in 2016 to start off the mural project for the first 3 panels. In 2018, Love Your Block was awarded a Climate Leaders in Action Grant to complete the next 4-panel installation of the mural with the neighborhood council and Richard. In October 2020, Love Your Block co-planned and co-hosted the events for the latest installation of the mural, completing 7 more panels.

Love Your Block will continue to support in this capacity, implementing volunteer, marketing, and community engagement practices and also assist with logistical elements of the project, such as meeting coordination, COVID-19 safety, scheduling, and registration.

Richmond Community Members & Volunteers

The most important role is that of the community. Their key role is to provide us with the information, references, and ideas needed to bridge their words to illustrations through community brainstorm and design sessions.

Volunteers will paint the entire first layer of paint on the mural. With this first layer, it will give our next three layers a much smoother surface to add our tints, tones, and final details.

These immersive, engaging, and hands-on activities will result in a completed project that is truly reflective of community input, needs, experiences, and history - allowing each Parchester resident to make their mark and contribute a part of themselves to the mural.

Before paint day, every volunteer will sign up online via Eventbrite.com and also sign a waiver in person on the event day.

Public Arts Advisory Committee, Richmond Arts & Culture Commission, and Other Boards & Committees

City of Richmond commissions, committees, and boards provide additional community oversight of and recommendations for the project.

Richmond SeQuential

Richmond SeQuential is a neighboring business that is committed to volunteering with the Parchester community to abate illegal dumping and blight and participate in beautification activities.

Greater El Bethel Baptist Church

Greater El Bethel Baptist Church regularly partners with the Parchester Neighborhood Council to provide donations of backpacks, food, and more to residents in need. The church is ready to further assist our efforts for this project.

Other Roles

Bookkeeper - CW Bookkeeping

A bookkeeper will assist with oversight of cash flow for the project.

View CW Bookkeeping's full scope of service in **Appendix B - CW Bookkeeping Scope of Service** .

Professional Videographer - Miguel Hernandez

The videographer will provide video documentation of the entire project, from beginning to finish.

View the videographer's full scope of service in **Appendix C – Videographer Scope of Service**.

Project Deliverables

Project deliverables include:

1. Two (2) community brainstorm and two (2) design presentation events, to be held in-person or via pass-by meetings at Parchester Park or via Zoom, that will engage a total of one hundred (100) participants.
2. Twelve (12) volunteer community paint days that will engage a total of 864 volunteers.
 - a. Two (2) volunteer shifts will be held per paint day, with thirty six (36) volunteers spread across three (3) socially distanced sections of the sound wall.
3. Six (6) repaired sound wall panels.
4. Community-designed mural on eighty eight (88) sound wall panels (approximately 13,200 square feet) in Parchester Village.
5. At least one (1) video created by a professional videographer covering the entirety of the project.
6. One (1) acknowledgement signage recognizing artists, funders, and partners of the project.
7. One (1) ribbon-cutting/unveiling community celebration, held in-person or via Zoom.
8. Employment opportunities and experience for a total of four (4) professional artists.

Project Metrics & Goals

Metric	Goal
Number of community events held	17 community events held <ul style="list-style-type: none"> • 4 community brainstorm and design events • 12 volunteer community paint days • 1 mural unveiling event
Number of participants and volunteers	964 participants and volunteers <ul style="list-style-type: none"> • 100 participants throughout community brainstorm and design events • 864 volunteers <ul style="list-style-type: none"> ➤ 2 volunteers shifts per paint day ➤ 36 volunteers spread across 3 socially distanced sections per shift
Hours of volunteer service	1728 hours of volunteer service <ul style="list-style-type: none"> • 2 hours per volunteer
Number of repaired sound wall panels	6 repaired sound wall panels
Square footage of space painted	88 sound wall panels, or 13,200 square feet painted <ul style="list-style-type: none"> • 7.5' H x 20' L (150 square feet) per panel
Number of videos created	1 video created documenting entire project
Number of signage installed	1 signage installed recognizing artists, funders, partners
Employment/Contracting opportunities created	6 opportunities created <ul style="list-style-type: none"> • 4 artists • 1 videographer • 1 bookkeeper
Number of households served	400 households served
People reached through social media	3,000 reached through social media, using platforms such as: <ul style="list-style-type: none"> • Richard Muro Salazar Instagram • Richard Muro Salazar website • Richmond Love Your Block Instagram • Richmond Love Your Block Facebook • Richmond Love Your Block e-newsletters, City Manager's Weekly Reports • City of Richmond website • City of Richmond NextDoor • Community Services Department e-newsletter • Submissions to hyperlocal media groups

COVID-19 Response

The most recent progress on the mural was made in October 2020, after several months of planning to adjust to the challenges presented by the pandemic. This was our first series of in-person, outdoor events since the COVID-19 pandemic began.

Following the guidance of Contra Costa County Health Services and the City of Richmond's Emergency Operations Center:

- Event registration took place online via Eventbrite. Users without Internet access could also call to be registered online manually by staff. Pre-registration was required.
- Masks and social distancing were required at all times in the event area.
- Work days were split into shifts limited to 12 volunteers per shift.
- One-hour breaks between volunteer shifts were implemented to allow for thorough sanitation of any repeatedly touched surfaces or items.
- All volunteers had access to hand washing, sanitizer, and sanitizing wipes.
- All volunteers were asked to self-screen for sickness during sign-in.

Using these guidelines, we successfully engaged 66 volunteers in our in-person painting events over the course of 4 days. We will continue operating by these guidelines and make adjustments as needed.

The proposed project will also take the following additional steps to include the community safely, as needed:

- Hold virtual brainstorm and design events through platforms like Zoom, YouTube Live, Facebook Live, and Instagram Live.
- Provide opportunities for input outside of virtual events for residents without Internet access, such as phone calls and mailed surveys.
- Send out mailers related to the project to all households in the area, and make phone calls to residents.
- Effectively utilize social media platforms like Facebook, Instagram, NextDoor, MailChimp, and the City of Richmond website to communicate project updates.
- Utilize hyperlocal media outlets such as KCRT and Richmond Standard.
- Document the entirety of the project using a professional videographer.

Appendix A - Richard Muro Salazar Scope of Services

Parchester Village Mural Scope Of Service

Project Overview:

The Parchester Village Mural consists of 88 masonry sound barrier panels. Each is 7.5 ft tall by 20 ft wide. The 13,200 sq. ft. mural will be completed by the end of 2023. It will be a community-oriented project in partnership with Richard Muro Salazar, City of Richmond, Richmond Love Your Block, Parchester Village Neighborhood Council and MLC Holdings. The final mural designs will be determined after collaboration through community design events. The duration of the project will be approximately 14 months. The outcome will be the completion of the largest mural in the history of the City of Richmond. The process will be captured in a short film documentary and debuted at the unveiling. A community celebration and mural unveiling event will be held TBA per Covid-19 public safety guidelines.

Milestones:

Our process consists of 7 milestones that ensure the progression & quality control with the community throughout the project's entirety.

Milestone #	Milestone Description	Note	Payment
1	Concept Design		\$ 34,813.20
2	Design Drawings		\$ 34,813.20
3	Design Approval		\$ 69,626.40
4	50% Fabrication	Major community participation	\$ 104,439.60
5	100% Fabrication	Major community participation	\$ 69,626.40
6	Project Acceptance	Approval by RACC and/or PAAC	\$ 17,406.60
7	Contingency	Signage, maintenance plan, unveiling	\$ 17,406.60
Total:			\$ 348,132.00

1. Concept Design

- COVID-19 Safety/Sanitation
- Community Brainstorm Marketing
- Community Brainstorm (2 Events)
- RMS & JW Begin Concept Design

The first milestone focuses on the concept design and marketing the project to the local Parchester Community and making them aware of an opportunity to collaborate. Lead Artists Richard Muro Salazar and John Wehrle will begin concept design. This milestone will run through November 2022 - January 2023.

2. Design Drawings

- COVID-19 Safety/Sanitation
- Project Design Marketing
- Complete Design Drawings (RMS & JW)
- Present Design Drawings (1 Event)
- Design Revisions and Edits

The second milestone will focus on the continuation of project marketing to local Parchester community, the completion of design drawings, presenting mural design, and final design revisions. This milestone will run through January 2023 - March 2023.

3. Design Approval

- COVID-19 Safety/Sanitation
- Finalize Mural Design with Community (1 Event)
- Present Final Design to PAAC
- Create Paint by Number System
- Purchase Project Materials
- Encroachment Permit Planning
- Community Paint Days Planning and Marketing

The third milestone consist of the approval for the final design by PAAC. Once approved, community paint days planning and marketing will reach out city wide for this historic events. Encroachment permit will be filed in accordance to the paint days. This milestone will run through March 2023 - June 2023.

4. 50% Fabrication

- COVID-19 Safety/Sanitation
- Project Marketing (Richmond Love Your Block)
- Mural Wall Sketch (Richard Muro Salazar and team)
- Encroachment Permit
- Community Paint Days (6 Events)

The fourth milestone will focus on the sketching of the mural, paint by number system, and organizing the community paint days. This milestone will run through June 2023 - August 2023.

5. 100% Fabrication

- COVID-19 Safety / Sanitation
- Project Marketing
- Mural Wall Sketching
- Encroachment Permit
- Community Paint Days (6 Events)

- Final Mural Details
- Mural Unveiling Planning

The fifth milestone will focus on planning the mural unveiling celebration and finalizing the mural/project in its physical form. This milestone will run through August 2023 -October 2023.

6. Project Acceptance

- COVID-19 Safety / Sanitation
- Project RACC Acceptance
- Project Signage
- Mural Unveiling Celebration
- Maintenance Plan
- Short Documentary Release

The sixth milestone focuses on finalizing the project in its administration form, RACC project acceptance, and Signage. A short film documentary about this historic project will be released at the mural unveiling celebration. This milestone will run through October 2023 - November 2023.

7. Contingency

1. In Case of an Emergency
2. Final Report

The last milestone is to ensure there is enough bumper space in the case of an unexpected event. Final Report will be submitted outlining the historic Parchester Mural Project. This milestone will run through November 2023 - December 2023.

Timeline:

MS	DETAILS	Milestone 1: Concept Design			Milestone 2: Design Drawings		Milestone 3: Design Approval			Milestone 4: 50% Fabrication		Milestone 5: 100% Fabrication		Project Acceptance	Milestone 7: Contingency
		Nov '22 Mo 1	Dec '22 Mo 2	Jan '23 Mo 3	Feb '23 Mo 4	Mar '23 Mo 5	Apr '23 Mo 6	May '23 Mo 7	Jun '23 Mo 8	Jul '23 Mo 9	Aug '23 Mo 10	Sep '23 Mo 11	Oct '23 Mo 12	Nov '23 Mo 13	Dec '23 Mo 14
1	Concept Design Nov 2022 - Jan 2023	- COVID-19 Safety / Sanitation	COVID-19 Safety / Sanitation												
		- Community Brainstorm Marketing	Community Brainstorm Marketing												
		- Community Brainstorm (2 Events)		Community Brainstorms											
		- Begin Concept Design (RMS & JW)			Begin Concept										
2	Design Drawings Jan 2023 - Mar 2023	- COVID-19 Safety / Sanitation			COVID-19 Safety / Sanitation										
		- Project Design Marketing			Project Design Marketing										
		- Complete Design Drawings (RMS & JW)			Complete Design Drawings										
		- Present Design Drawings (1 Event)				Present Designs									
	- Design Revisions and Edits					Revisions & Edits									
3	Design Approval Mar 2023 - Jun 2023	- COVID-19 Safety / Sanitation				COVID-19 Safety / Sanitation									
		- Finalize Mural Design with Community (1 Event)				Finalize Design									
		- Present Final Design to PAAC for Approval					Present Final Design								
		- Create Paint by Number System					Create Paint by Number System								
	- Purchase Project Materials						Purchase Project Material								
	- Encroachment Permit Planning						Encroachment Permit Planning								
	- Community Paint Days Planning and Marketing						Community Paint Days Planning and Marketing								
4	50% Fabrication Jun 2023 - Aug 2023	- COVID-19 Safety / Sanitation						COVID-19 Safety / Sanitation							
		- Project Marketing							Project Marketing						
		- Mural Wall Sketching							Mural Sketching						
		- Encroachment Permit							Encroachment Permit						
	- Community Paint Days (6 Events)							Community Paint Days							
5	100% Fabrication Aug 2023 - Oct 2023	- COVID-19 Safety / Sanitation								COVID-19 Safety / Sanitation					
		- Project Marketing									Project Marketing				
		- Mural Wall Sketching									Mural Wall Sketching				
		- Encroachment Permit									Encroachment Permit				
	- Community Paint Days (6 Events)									Community Paint Days					
	- Final Mural Details										Final Mural Details				
	- Mural Unveiling Planning and Marketing									Mural Unveiling Planning and Marketing					
6	Project Acceptance Oct 2023 - Nov 2023	- COVID-19 Safety / Sanitation											COVID-19 Safety / Sanitation		
		- Project RACC Acceptance											Project RACC Acceptance		
		- Project Signage											Project Signage		
		- Mural Unveiling Celebration											Mural Unveiling Celebration		
	- Maintenance Plan											Maintenance Plan			
	- Short Documentary Release											Documentary Release			
7	Contingency Nov 2023 - Dec 2023	- In Case of an Emergency												In Case of an Emergency	
		- Final Report												Final Report	

Management & Administration:

Project Manager and Lead Artist - Richard Muro Salazar
Assistant Lead Artists- John Wehrle
Assistant Artists - Michael Joseph Connors & Mauricio Ortiz
Administrator - Crystal Williams

- Richard Muro Salazar** - Project Manager/Lead Artist
- Project Planning and Logistics
 - Project Research & Development
 - Concept Sketches and Revisions
 - Project Rollout and Execution
 - Project Monitoring and Guidance
 - Finalize Design Concepts
 - Full Color Illustrations For Community and Assistant Artists’ Reference

- Quality Control/color matching

John Wehrle - Assistant Lead Artist

- Supervisor for community events
- Mural Designs
- Creating The Design Blueprints For Participants
- Mural Research & Development
- Community Brainstorm Events
- Mural Detail Execution
- Quality Control/color matching

Michael Joseph Connors- Assistant Artist

- Supervisor/Assistant for community events
- Volunteer Coordinator
- Mural Preparation
- Manage paint inventory
- Manage supply distribution for volunteers
- Host Community Brainstorm Events
- Creating The Design Blueprint On Wall
For Participants
- Quality Control
- Preparation Of Each Days Set Up & Proper Clean Up
- Proper Disposal Of Paint And Other
(Hazardous Materials)

Mauricio Ortiz- Assistant Artist

- Supervisor/Assistant for Community Events
- Volunteer Coordinator & Participants Guidance
- Mural Preparation
- Creating The Design Blueprint On Wall For Participant
- Host Community Brainstorm Events
- Manage Paint Inventory
- Manage Supply Distribution For Volunteers
- Quality Control/Color Matching
- Preparation Of Each Days Set Up & Proper Clean Up
- Proper Disposal Of Paint And Other
(Hazardous Materials)

Appendix B - CW Bookkeeping Scope of Services

Scope of Services

The business entity of CW Bookkeeping ("Bookkeeper") with a mailing address of 1801 Shoreline Dr, #227, Alameda, California, 94501

AND

The business entity of R.M.Salazar, LLC & The City of Richmond ("Client") with a mailing address of _____.

Project Name: Parchester Mural Project

I. Services.

Bookkeeper agrees to provide the following Services:

- ✓ Accounts Payable
- ✓ Accounts Receivable
- ✓ Audit Work
- ✓ Bank Reconciliation
- ✓ Bill Payment
- ✓ Budget Preparation
- ✓ Customized Reports
- ✓ Detailed General Ledgers
- ✓ Financial Statements
- ✓ General Bookkeeping
- ✓ Payroll and Check Register
- ✓ Prepare for Tax Filings
- ✓ Other

II. Fees.

The Client agrees to pay the Bookkeeper \$70 per Hour (\$/HR) for providing the Services.
The Client shall pay the Bookkeeper upon receiving an Invoice from the Bookkeeper.

Bookkeeper: Crystal Williams Date 9/26/2022

Crystal Williams who is authorized to sign on behalf of CW Bookkeeping.

Client: _____ Date 9/26/2022

Richard Muro- Salazar who is authorized on behalf of Parchester Mural Project

Appendix C - Miguel Hernandez Scope of Services



Calikeo Films

Miguel Hernandez

Email: acalikeofilm@gmail.com

Cell: (510) 447-3934

Parchester Village Mural Project

Scope of Service

Video Production and Editing

November, 2022 - December, 2023

Clients Vision

Richard Muro Salazar in collaboration with The City of Richmond, Richmond Love your block, and Parchester Village neighborhood council would like a short film documentary highlighting the process of the Parchester Village mural completion. Director and producer Miguel Hernandez will document the process from start to finish and provide a 10min short documentary of the Parchester Village Mural.

Purpose and Theme

- The short film will showcase the newly added mural from a vintage 1988 V.H.S camcorder (back to the past feel)point of view. Transitioning into High Definition Quality (back to the future feel). Capturing the reality stories of the community members, volunteers,artists, and everyone involved in the Parchester Village mural.

Content of Video

- A 10 minute short documentary of The City of Richmond biggest mural project of 2022 - 2023. Short interviews of community members/volunteers about the process and personal meaning of their participation. Painting of the mural from

start to finish. Before and after scenes, wide angle drone shots, and

Deliverables

1. 3D digital model storyboard showing an early concept of video production.
2. 10 min short documentary
3. Fully produced, edited and delivered video file 30 days after completion of mural video production.

Payment Schedule

Payments will be received in 7 milestones throughout the project.

Appendix D - Project Timeline

Parchester Village Mural Project

PROJECT TITLE	Parchester Village Mural Project	UPDATED 10/21/22
PROJECT MANAGER	Richard Muro Salazar	

MS	DETAILS	Milestone 1: Concept Design			Milestone 2: Design Drawings		Milestone 3: Design Approval			Milestone 4: 50% Fabrication		Milestone 5: 100% Fabrication		Milestone 6: Project Acceptance	Milestone 7: Contingency
		Nov '22	Dec '22	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23
		Mo 1	Mo 2	Mo 3	Mo 4	Mo 5	Mo 6	Mo 7	Mo 8	Mo 9	Mo 10	Mo 11	Mo 12	Mo 13	Mo 14
1	Concept Design Nov 2022 - Jan 2023	- COVID-19 Safety / Sanitation	COVID-19 Safety / Sanitation												
		- Community Brainstorm Marketing	Community Brainstorm Marketing												
		- Community Brainstorm (2 Events)	Community Brainstorms												
		- Begin Concept Design (RMS & JW)		Begin Concept Design											
2	Design Drawings Jan 2023 - Mar 2023	- COVID-19 Safety / Sanitation		COVID- 19 Safety / Sanitation											
		- Project Design Marketing		Project Design Marketing											
		- Complete Design Drawings (RMS & JW)		Complete Design Drawings											
		- Present Design Drawings (1 Event)			Present Designs										
		- Design Revisions and Edits				Revisions & Edits									
3	Design Approval Mar 2023 - Jun 2023	- COVID-19 Safety / Sanitation				COVID-19 Safety / Sanitation									
		- Finalize Mural Design with Community (1 Event)				Finalize Design									
		- Present Final Design to PAAC for Approval					Present Final Design								
		- Create Paint by Number System					Create Paint by Number System								
		- Purchase Project Materials						Purchase Project Material							
		- Encroachment Permit Planning						Encroachment Permit Planning							
		- Community Paint Days Planning and Marketing					Community Paint Days Planning and Marketing								
4	50% Fabrication Jun 2023 - Aug 2023	- COVID-19 Safety / Sanitation							COVID-19 Safety / Sanitation						
		- Project Marketing							Project Marketing						
		- Mural Wall Sketching							Mural Sketching						
		- Encroachment Permit							Encroachment Permit						
		- Community Paint Days (6 Events)							Community Paint Days						
5	100% Fabrication Aug 2023 - Oct 2023	- COVID-19 Safety / Sanitation								COVID-19 Safety / Sanitation					
		- Project Marketing								Project Marketing					
		- Mural Wall Sketching								Mural Wall Sketching					
		- Encroachment Permit								Encroachment Permit					
		- Community Paint Days (6 Events)								Community Paint Days					
		- Final Mural Details									Final Mural Details				
		- Mural Unveiling Planning and Marketing								Mural Unveiling Planning and Marketing					
6	Project Acceptance Oct 2023 - Nov 2023	- COVID-19 Safety / Sanitation											COVID-19 Safety / Sanitation		
		- Project RACC Acceptance											Project RACC Acceptance		
		- Project Signage											Project Signage		
		- Mural Unveiling Celebration											Mural Unveiling Celebration		
		- Maintenance Plan											Maintenance Plan		
		- Short Documentary Release											Documentary Release		
7	Contingency Nov 2023 - Dec 2023	- In Case of an Emergency												In Case of an Emergency	
		- Final Report												Final Report	

PARCHESTER VILLAGE MURAL PROJECT					Updated:	10/20/2022
88 PANELS (13200 SQUARE FEET)						
ART BUDGET ESTIMATE						
ART BUDGET SUMMARY					ESTIMATE	
1.0	Concept Design					\$ 18,980.98
2.0	Design Drawings					\$ 12,381.39
3.0	Design Approval					\$ 51,122.21
4.0	50% Fabrication					\$ 123,914.60
5.0	100% Fabrication					\$ 58,658.15
6.0	Project Acceptance					\$ 7,337.34
7.0	Contingency					\$ 6,617.34
	TOTAL ART BUDGET					\$ 279,012.00
BUDGET DETAIL						
	Description	Quantity	Unit	Unit Cost	Cost	Total
1.0	Concept Design					\$ 18,980.98
1.1	Concept Design					\$ 5,400.00
	Richard Muro Salazar, Design Concept	120	HR	\$ 45.00	\$ 5,400.00	
1.2	Subcontracted Services					\$ 9,519.70
	John Wehrle, Design Concept	120	HR	\$ 45.00	\$ 5,400.00	
	State Farm, Insurance	1	LS	\$ 1,639.70	\$ 1,639.70	
	CW Bookkeeping, Bookkeeping Services	24	HR	\$ 70.00	\$ 1,680.00	
	Miguel Hernandez , Videographer	1	ALLOW	\$ 800.00	\$ 800.00	
1.3	Mural Supplies					\$ 3,700.48
	Richard Muro Salazar, Mural Supplies	1	ALLOW	\$ 3,700.48	\$ 3,700.48	
	Concept Design Subtotal					\$ 18,620.18
	Tax - 1.3 Mural Supplies (9.75%)					\$ 360.80
	Concept Design Subtotal					\$ 18,980.98
	Description	Quantity	Unit	Unit Cost	Cost	Total
2.0	Design Drawings					\$ 12,381.39
2.1	Design Drawings					\$ 2,475.00
	Richard Muro Salazar, Design Drawings	55	HR	\$ 45.00	\$ 2,475.00	
2.2	Subcontracted Services					\$ 5,754.70
	John Wehrle, Design Drawings	55	HR	\$ 45.00	\$ 2,475.00	
	State Farm, Insurance	1	LS	\$ 1,639.70	\$ 1,639.70	
	CW Bookkeeping, Bookkeeping Services	12	HR	\$ 70.00	\$ 840.00	
	Miguel Hernandez, Videographer	1	ALLOW	\$ 800.00	\$ 800.00	
2.3	Mural Supplies					\$ 3,782.86
	Richard Muro Salazar, Mural Supplies	1	ALLOW	\$ 3,782.86	\$ 3,782.86	
	Design Drawings Subtotal					\$ 12,012.56
	Tax - 2.3 Mural Supplies (9.75%)					\$ 368.83
	Design Drawings Subtotal					\$ 12,381.39
	Description	Quantity	Unit	Unit Cost	Cost	Total
3.0	Design Approval					\$ 51,122.21
3.1	Subcontracted Services					\$ 10,671.33
	John Wehrle, Design Construction Drawings	110	HR	\$ 45.00	\$ 4,950.00	
	State Farm, Insurance	1	LS	\$ 3,281.33	\$ 3,281.33	
	CW Bookkeeping, Bookkeeping Services	12	HR	\$ 70.00	\$ 840.00	
	Miguel Hernandez, Videographer	1	ALLOW	\$ 1,600.00	\$ 1,600.00	
3.2	Mural Supplies					\$ 5,586.22
	Richard Muro Salazar, Mural Supplies	1	ALLOW	\$ 5,586.22	\$ 5,586.22	
3.3	Fabrication					\$ 34,320.00
	Richard Muro Salazar, Fabrication/Installation	2640	SF	\$ 13.00	\$ 34,320.00	
	Design Approval Subtotal					\$ 50,577.55
	Tax - 3.2 Mural Supplies (9.75%)					\$ 544.66

	Design Approval Subtotal					\$ 51,122.21
	Description	Quantity	Unit	Unit Cost	Cost	Total
4.0	50% Fabrication					\$ 123,914.60
4.1	50% Fabrication					\$ 85,800.00
	Richard Muro Salazar, Fabrication/Installation	6600	SF	\$ 13.00	\$ 85,800.00	
4.2	Subcontracted Services					\$ 23,398.98
	State Farm, Insurance	1	LS	\$ 4,919.00	\$ 4,919.00	
	CW Bookkeeping, Bookkeeping Services	24	HR	\$ 70.00	\$ 1,680.00	
	Miguel Hernandez, Videographer	109	HR	\$ 22.00	\$ 2,399.98	
	Michael Joseph Connors, Assistant Artist 1	180	HR	\$ 40.00	\$ 7,200.00	
	Mauricio Ortiz, Assistant Artist 2	180	HR	\$ 40.00	\$ 7,200.00	
4.3	Mural Supplies					\$ 13,408.31
	Richard Muro Salazar, Mural Supplies	1	ALLOW	\$ 13,346.16	\$ 13,408.31	
	50% Fabrication Subtotal					\$ 122,607.29
	Tax - 4.3 Mural Supplies (9.75%)					\$ 1,307.31
	50% Fabrication Subtotal					\$ 123,914.60
	Description	Quantity	Unit	Unit Cost	Cost	Total
5.0	100% Fabrication					\$ 58,658.15
5.1	100% Fabrication					\$ 34,320.00
	Richard Muro Salazar, Fabrication/Installation	2640	SF	\$ 13.00	\$ 34,320.00	
5.2	Subcontracted Services					\$ 15,741.39
	State Farm, Insurance	1	LS	\$ 3,281.33	\$ 3,281.33	
	CW Bookkeeping, Bookkeeping Services	18	HR	\$ 70.00	\$ 1,260.00	
	Miguel Hernandez, Videographer	73	HR	\$ 22.00	\$ 1,600.06	
	Michael Joseph Connor, Assistant Artist 1	120	HR	\$ 40.00	\$ 4,800.00	
	Mauricio Ortiz, Assistant Artist 2	120	HR	\$ 40.00	\$ 4,800.00	
5.3	Mural Supplies					\$ 7,833.04
	Richard Muro Salazar, Mural Supplies	1	ALLOW	\$ 7,833.04	\$ 7,833.04	
	100% Fabrication Subtotal					\$ 57,894.43
	Tax - 5.3 Mural Supplies (9.75%)					\$ 763.72
	100% Fabrication Subtotal					\$ 58,658.15
	Description	Quantity	Unit	Unit Cost	Cost	Total
6.0	Project Acceptance					\$ 7,337.34
6.1	Project Acceptance					\$ 720.00
	Richard Muro Salazar, Fabrication	16	HR	\$ 45.00	\$ 720.00	
6.2	Subcontracted Services					\$ 4,468.16
	State Farm, Insurance	1	LS	\$ 828.20	\$ 828.20	
	CW Bookkeeping, Bookkeeping Services	12	HR	\$ 70.00	\$ 840.00	
	Miguel Hernandez, Videographer	18	HR	\$ 22.00	\$ 399.96	
	Michael Joseph Connor, Assistant Artist 1	30	HR	\$ 40.00	\$ 1,200.00	
	Mauricio Ortiz, Assistant Artist 2	30	HR	\$ 40.00	\$ 1,200.00	
6.3	Mural Supplies					\$ 1,958.25
	Richard Muro Salazar, Mural Supplies	1	ALLOW	\$ 1,958.25	\$ 1,958.25	
	Project Acceptance Subtotal					\$ 7,146.41
	Tax - 6.3 Mural Supplies (9.75%)					\$ 190.93
	Project Acceptance Subtotal					\$ 7,337.34
	Description	Quantity	Unit	Unit Cost	Cost	Total
7.0	Contingency					\$ 6,617.34
7.1	Subcontracted Services					\$ 4,468.16
	State Farm, Insurance	1	LS	\$ 828.20	\$ 828.20	
	CW Bookkeeping, Bookkeeping Services	12	HR	\$ 70.00	\$ 840.00	
	Miguel Hernandez, Videographer	18	HR	\$ 22.00	\$ 399.96	
	Michael Joseph Connor, Assistant Artist 1	30	HR	\$ 40.00	\$ 1,200.00	
	Mauricio Ortiz, Assistant Artist 2	30	HR	\$ 40.00	\$ 1,200.00	
7.2	Mural Supplies					\$ 1,958.25

Richard Muro Salazar, Mural Supplies	1	ALLOW	\$	1,958.25	\$	1,958.25	
Contingency Subtotal							\$ 6,426.41
Tax - 7.2 Mural Supplies (9.75%)							\$ 190.93
Contingency Subtotal							\$ 6,617.34

PARCHESTER VILLAGE MURAL PROJECT						Updated:	10/20/2022
88 PANELS (13200 SQUARE FEET)							
PROJECT ADMINISTRATION BUDGET ESTIMATE							
PROJECT ADMINISTRATION BUDGET SUMMARY							ESTIMATE
1.0	Concept Design					\$	6,912.00
2.0	Design Drawings					\$	6,912.00
3.0	Design Approval					\$	13,824.00
4.0	50% Fabrication					\$	20,736.00
5.0	100% Fabrication					\$	13,824.00
6.0	Project Acceptance					\$	3,456.00
7.0	Contingency					\$	3,456.00
	TOTAL PROJECT ADMINISTRATION BUDGET						\$ 69,120.00
PROJECT ADMINISTRATION DETAIL							
	Description	Quantity	Unit	Unit Cost	Cost	Total	
1.0	Concept Design					\$	6,912.00
1.1	Project Administration					\$	6,912.00
	Richard Muro Salazar, Project Manager	192	HR	\$ 36.00	\$ 6,912.00		
2.0	Design Drawings					\$	6,912.00
2.1	Project Administration					\$	6,912.00
	Richard Muro Salazar, Project Manager	192	HR	\$ 36.00	\$ 6,912.00		
3.0	Design Approval					\$	13,824.00
3.1	Project Administration					\$	13,824.00
	Richard Muro Salazar, Project Manager	384	HR	\$ 36.00	\$ 13,824.00		
4.0	50% Fabrication					\$	20,736.00
4.1	Project Administration					\$	20,736.00
	Richard Muro Salazar, Project Manager	576	HR	\$ 36.00	\$ 20,736.00		
5.0	100% Fabrication					\$	13,824.00
5.1	Project Administration					\$	13,824.00
	Richard Muro Salazar, Project Manager	384	HR	\$ 36.00	\$ 13,824.00		
6.0	Project Acceptance					\$	3,456.00
6.1	Project Administration					\$	3,456.00
	Richard Muro Salazar, Project Manager	96	HR	\$ 36.00	\$ 3,456.00		
7.0	Contingency					\$	3,456.00
7.1	Project Administration					\$	3,456.00
	Richard Muro Salazar, Project Manager	96	HR	\$ 36.00	\$ 3,456.00		

**EXHIBIT B
PAYMENT PROVISIONS**

{PLEASE NOTE THAT THE CITY OF RICHMOND SHALL NOT PAY FOR SERVICES THAT EXCEED THE CONTRACT PAYMENT LIMIT UNLESS A CONTRACT AMENDMENT HAS BEEN APPROVED BY THE CITY COUNCIL OR THE CITY MANAGER}

1. Provided Contractor is not in default under this Contract, Contractor shall be compensated as provided below.
2. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel etc). Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the City. Contractor may be required to provide back-up material upon request.
3. Contractor shall submit timely invoices to the following address:

Attention: City of Richmond, Finance Department - Accounts Payable
Project Manager: _____ Department: _____
PO Box 4046
Richmond, CA 94804-0046
4. All invoices that are submitted by Contractor shall be subject to the approval of the City's Project Manager, _____ before payments shall be authorized.
5. The City will pay invoice(s) within 45 days after completion of services to the City's satisfaction. The City shall not pay late fees or interest.
6. A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.
7. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract shall be executed by the City. The insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES

1. Notices. All notices, demands, statements, or communications provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to the City shall be addressed to the Department Head and (as delineated below in section 1.1) to the project manager responsible for the administration of or the supervision of the scope of work under this Contract. Notices to the Contractor shall be addressed to the party designated by Contractor (as delineated below in section 1.2). Notice shall be deemed delivered (a) upon personal delivery; (b) as of the fifth business day after mailing by United States certified mail, postage prepaid, addressed to the proper party; or (c) as of 12:00 p.m. on the second business day immediately after the day it is deposited with and accepted by Federal Express, or a similar overnight courier service, addressed to the proper party and marked for next business day morning delivery. For the purposes of this Contract, a "business day" means any day Monday through Friday that is not a holiday recognized by the federal government or the State of California.

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

City of Richmond

Richmond, CA 94804-0046

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

EXHIBIT D GENERAL CONDITIONS

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, joint venturer or partner of the City, but rather an independent Contractor. This Contract shall not be construed to create an agency, servant, employee, partnership, or joint venture relationship. As an independent Contractor, Contractor shall have no authority to bind City to any obligation or to act as City's agent except as expressly provided herein. Due to the independent Contractor relationship created by this Contract, City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
3. City Property. The rights to applicable plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Contract, which, upon request, are to be delivered to City within a reasonable time, shall be deemed assigned to City. If applicable, Contractor shall prepare check prints upon request. Notwithstanding the foregoing, Contractor shall not be obligated to provide to City proprietary software or data which Contractor has developed or had developed for Contractor's own use; provided, however, that Contractor shall, pursuant to Section 15 below, indemnify, defend and hold harmless City from and against any discovery or Public Records Act request seeking the disclosure of such proprietary software or data.
4. Patents, Trademarks, Copyrights and Rights in Data. Contractor shall not publish or transfer any materials, discoveries, developments, concepts, designs, ideas, know how, improvements, inventions and/or original works of authorship resulting from activities supported by this Contract without the express prior written consent of the City Manager. If anything resulting from activities supported by this Contract is patentable, trademarkable, copyrightable or otherwise legally protectable, City reserves the exclusive right to seek such intellectual property rights. Notwithstanding the foregoing, Contractor may, after receiving City's prior written consent, seek patent, trademark, copyright or other intellectual property rights on anything resulting from activities supported by this Contract. However, City reserves, and Contractor irrevocably grants, a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with the right to transfer, sublicense, practice and exploit said license and the right to make, have made, copy, modify, make derivative works of, use, sell,

import, and otherwise distribute under all applicable intellectual properties without restriction of any kind said license.

Contractor further agrees to assist City, at City's expense, in every proper way to secure the City's rights in any patents, trademarks, copyrights or other intellectual property rights relating thereto, including the disclosure to City of all pertinent information and data with respect thereto. Contractor shall also assist City in the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which City shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, to waive such rights. Contractor shall further assist City in the execution of all applications, specifications, oaths, assignments, recordations and all other instruments which City shall deem necessary in order to assign and convey to City, and any assigns and nominees the sole and exclusive right, title and interest in and to any patents, trademarks, copyrights or other intellectual property rights relating thereto. Contractor further agrees that its obligation to execute or cause to be executed, when it is in Contractor's power to do so, any such instruments or papers shall continue during and at all times after the end of Contractor's services and until the expiration of the last such intellectual property right. Contractor hereby irrevocably designates and appoints City, and its duly authorized officers, agents and servants, as its agent and attorney-in-fact, to act for and in its behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters of patents, copyright and other registrations. This power of attorney is coupled with an interest and shall not be affected by Contractor's subsequent incapacity.

5. Inspection. Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the CITY, the State of California, and the United States Government.

If the project or services set forth in Exhibit A shall be performed on City or other public property, City shall have the right to inspect such work without notice. If such project or services shall not be performed on City or other public property, City shall have the right to inspect such work upon reasonable notice.

6. Services. The project or services set forth in Exhibit A shall be performed to the full satisfaction and approval of City. In the event that the project or services set forth in Exhibit A are also itemized by price, City, in its sole discretion, may, upon notice to Contractor, delete certain items or services set forth in Exhibit A, in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor.

Contractor shall, at its own cost and expense, furnish all facilities and equipment necessary for Contractor to complete the project or perform the services required herein, unless otherwise provided in Exhibit A.

7. Records. Contractor shall keep and make available for inspection and copying by authorized representatives of the City, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the City.

Contractor shall retain all documents pertaining to this Contract for a period of five (5) years after this Contract's termination (or for any further period that is required by law) and until all Federal or State audits are complete and exceptions resolved for this contract's funding period. Upon request, CONTRACTOR shall make these records available to authorized representatives of the CITY, the State of California, and the United States Government.

Contractor shall keep full and detailed accounts, maintain records, and exercise such controls as may be necessary for proper financial management under this Contract. The Contractor's accounting and control systems shall be satisfactory to City. Contractor's accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time records, utility bills, invoices and vouchers. The City shall be afforded prompt access to Contractor's records, books, and Contractor shall preserve such project records for a period of at least five (5) years after the termination of this Contract, or for such longer period as may be required by law.

Contractor shall permit City and its authorized representatives and accountants to inspect, examine and copy Contractor's books, records, accounts, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the project or services set forth in Exhibit A, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this Contract and shall provide such assistance as may be reasonably required in the course of such inspection. Contractor shall also allow City access to the record keeping and accounting personnel of Contractor. City further reserves the right to examine and re-examine said books, records, accounts, and data during the five (5) year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for five (5) years after the termination of this Contract.

Pursuant to California Government Code § 10527, the parties to this Contract shall be subject to the examination and audit of representatives of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract. The examination and audit shall be confined to those matters connected with the performance of this Contract including, but not limited to, the cost of administering this Contract.

8. Changes and Extra Work. All changes and/or extra work under this Contract shall be performed and paid for in accordance with the following:

Only the City Council or the City Manager may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such extra and/or changed work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Contract and constitutes extra work, Contractor shall promptly notify City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Contract and constitutes extra work. In the event that City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A change order or Contract Amendment providing for such compensation for extra work shall be negotiated between City and Contractor and executed by Contractor and the appropriate City official.

In the event City determines that such work does not constitute extra work, Contractor shall not be paid extra compensation above that provided herein and if such determination is made by City staff, said determination may be appealed to the City Council; provided, however, a written appeal must be submitted to the City Manager within five (5) days after the staff's determination is sent to Contractor. Said written appeal shall include a description of each and every ground upon which Contractor challenges the staff's determination.

9. Additional Assistance. If this Contract requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue

any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of Section 8 of these General Conditions.

10. Professional Ability. Contractor acknowledges, represents and warrants that Contractor and its employees are skilled and able to competently provide the services hereunder, and possess all professional licenses, certifications, and approvals necessary to engage in their occupations. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Contract. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession. In the event that City, in its sole discretion, desires the removal of any person employed or retained by Contractor to perform services hereunder, such person shall be removed immediately upon receiving notice from City.
11. Business License. Contractor shall obtain a Richmond Business License before performing any services required under this Contract. The failure to so obtain such license shall be a material breach of this Contract and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual or extraordinary circumstances without necessitating any modification of this Contract to reflect such waiver.
12. Termination Without Default. Notwithstanding any provision herein to the contrary, City may, in its sole and absolute discretion and without cause, terminate this Contract at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. Contractor may terminate this Contract at any time in its sole and absolute discretion and without cause upon 30 days' written notice to City. In the event of termination by either party, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; (2) necessary materials or services of others ordered by Contractor for this Contract, prior to receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to City. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

13. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Contract, City may immediately terminate this Contract by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided in Section 12 of these General Conditions; provided, however, there shall be deducted from such amount the amount of damage, including attorney's fees, expert witness fees and costs, if any, sustained by City by virtue of Contractor's breach of this Contract. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

14. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Contract. Contractor further acknowledges, represents and warrants that no City official or employee has any economic interest, as defined in Title 2, California Code of Regulations §§ 18703.1 through 18703.5, with Contractor that would invalidate this Contract. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Contract, all consideration received under this Contract shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Contract for one (1) year.

15. Indemnification.

(a) If this Contract is a contract for design professional services subject to California Civil Code Section 2782.8(a) and Contractor is a design professional, as defined in California Civil Code Section 2782.8(b)(2), Contractor shall hold harmless, defend and indemnify the City, its officers, agents, employees, and volunteers from and against any and all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor, except where caused by the active negligence, sole negligence, or willful misconduct of the City. To the fullest extent permitted by law, Contractor shall immediately defend and indemnify the City and its officers, agents, employees, and volunteers from and against any and all liabilities, regardless of nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, any and all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Contractor's obligation to

indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party.

- (b) If this Contract is not a contract for design professional services subject to California Civil Code Section 2782.8(a) or Contractor is not a design professional as defined in California Civil Code Section 2782.8(b)(2), Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, employees and volunteers from any and all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by Contractor or any person directly or indirectly employed by, or acting as, the agent for Contractor in the performance of this Contract, including the concurrent or successive passive negligence of the City, its officers, agents, employees or volunteers.
- (c) It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its officers, agents, employees, and volunteers, immediately upon tender to Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend under this Section 15. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent counsel if Contractor asserts that liability is caused in whole, or in part, by the negligence or willful misconduct of an indemnified party.
- (d) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section 15 survives completion of the services or the termination of this Contract. The provisions of this Section 15 are not limited by, and do not affect, the provisions of this Contract relating to insurance.
- (e) Acceptance of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this Section 15. This Section 15 shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

16. Safety. Contractor acknowledges that the City is committed to the highest standards of workplace safety. Contractor shall perform all work hereunder in full compliance with applicable local, state and federal safety requirements including but not limited to Occupational Safety and Health Administration requirements, and shall assume sole and complete

responsibility for the safety of Contractor's employees and any subContractor's employees. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the City by telephone.

17. Insurance. Insurance requirements are set forth in Exhibit F to this Contract. Contractor shall abide by the insurance requirements set forth in said Exhibit F.
18. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Contract.
19. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Contract, including without limitation environmental laws, employment discrimination laws and prevailing wage laws. Compliance under this provision includes compliance with all provisions of the Richmond Municipal Code ("Municipal Code"), including Chapters 2.50, 2.52, 2.56, and 2.60, if applicable.

Contractor acknowledges that under § 2.60.070 of the Municipal Code ("Living Wage Ordinance"), Contractor shall promptly provide to City documents and information verifying its compliance with the Living Wage Ordinance. Also as prescribed in § 2.60.070, Contractor shall notify each of its affected employees with regards to the wages that are required to be paid pursuant to the Living Wage Ordinance.

Contractor shall comply with § 2.28.030 of the Municipal Code, obligating every Contractor or subcontractor under a contract or subcontract with the City for public work or for goods or for services to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee, any applicant for employment or any potential subcontractor.

Contractor acknowledges that the City's Drug Free Workplace Policy, Violence in the Workplace Policy and the Policy Against Workplace Harassment, are available on the City's website at <http://www.ci.richmond.ca.us/workplacepolicies> . Contractor agrees to abide by the terms and conditions of said policies.

20. Limitations upon Subcontracting and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. The Contractor shall not enter into subcontracts for any work contemplated

under this Contract and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the City Council or its designee.

Contractor acknowledges that the services which Contractor shall provide under this Contract are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in City's sole and absolute discretion. In the event that City, in writing, approves any assignment or subletting of this Contract or the retention of subcontractors by Contractor, Contractor shall provide to City upon request copies of each and every subcontract contract prior to the execution thereof by Contractor and subcontractor. Any assignment by Contractor of any or all of its rights under this Contract without first obtaining City's prior written consent shall be a default under this Contract.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor (if applicable), or of the interest of any general partner or joint venturer or syndicate member if Contractor is a partnership or joint-venture or syndicate, which shall result in a change of control of Contractor, shall be deemed an assignment. For this purpose, control shall mean fifty percent or more of the voting power or twenty-five percent or more of the assets of the corporation, partnership or joint-venture.

21. Integration. This Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the Exhibits to this Contract.
22. Modifications and Amendments. This Contract may be modified or amended only by a change order or Contract Amendment executed by both parties and approved as to form by the City Attorney.
23. Conflicting Provisions. In the event of a conflict between these General Conditions and those of any Exhibit or attachment hereto, these General Conditions shall prevail; provided, however, that any Special Conditions as set forth in Exhibit E shall prevail over these General Conditions. In the event of a conflict between the terms and conditions of any two or more Exhibits or attachments hereto, those prepared by City shall prevail over those prepared by the Contractor, and the terms and conditions preferred by the City shall prevail over those preferred by the Contractor.
24. Non-exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and

City reserves the right to employ other Contractors in connection with the project.

25. Exhibits. All Exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit A which does not pertain to the project description, proposal, scope of services, or method of compensation (as applicable) , or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Contract.

26. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by reason of acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations enacted after the date of this Contract, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency or other reasons of a like nature not within the reasonable control of such party.

27. Time of the Essence. Time is of the essence of this Contract. Contractor and City agree that any time period set forth in Exhibit A represents their best estimates with respect to completion dates and both Contractor and City acknowledge that departures from the schedule may occur. Therefore, both Contractor and City will use reasonable efforts to notify one another of changes to the schedule. Contractor shall not be responsible for performance delays caused by others, or delays beyond Contractor's control, and such delays shall extend the times for performance of Contractor's work.

28. Confidentiality. Contractor agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purposes not directly connected with the administration of such service.

No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service.

29. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Contract shall not be considered "third parties."
30. Governing Law. This Contract shall be construed in accordance with the law of the State of California without regard to principles of conflicts of law. This Contract is made in Contra Costa County, California, and any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, California.
31. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased or renewed by the City under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure by City to continue the purchase of all or any failure to continue purchase of all or any such services from Contractor.
32. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six months after accrual of the cause of action.
33. Interpretation. This Contract shall be interpreted as if drafted by both parties.
34. Warranty. In the event that any product shall be provided to the City as part of this Contract, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets any specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of one hundred and eighty (180) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.
35. Severability. In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, City and Contractor shall negotiate an equitable adjustment in the provisions of the Contract with a view

toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof, shall not be affected thereby.

36. Authority. City warrants and represents that the signatory hereto (the Mayor of the City of Richmond or the City Manager) is duly authorized to enter into and execute this Contract on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Contract on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Contract on behalf of Contractor.
37. Waiver. The waiver by City of any breach of any term or provision of this Contract shall not be construed as a waiver of any subsequent breach. Inspections or approvals, or statements by any officer, agent or employee of the City relating to the Contractor's performance, or payments therefore, or any combination of these acts, shall not relieve the Contractor's obligation to fulfill this Contract as prescribed; nor shall the City be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
38. Possessory Interest. If this Contract results in the Contractor having possession of, claim to or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue and Taxation Code 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest.
39. Performance and Final Acceptance.

Contractor represents that it is experienced, qualified, registered, licensed, equipped, organized and financed to perform the services under this Contract.

Contractor shall perform the services under this Contract with that degree of skill and judgment normally exercised by professional firms performing services of a similar nature in the State of California, and shall be responsible for the professional quality, technical accuracy and coordination of the services it performs under this Contract. In addition to the other rights and remedies which City may have, Contractor shall, at its own expense, correct any services which fail to meet the above standard.

City shall provide Contractor an opportunity to cure errors and omission which may be disclosed during the review of submittals, with no increase in the authorized Contract Payment Limit. Should Contractor fail to make necessary corrections in a timely manner, such corrections shall be made by the City and the cost thereof shall be charged to Contractor.

If warranted, City shall determine, and Contractor may request such determination, that Contractor has satisfactorily completed performance of this Contract. Upon such determination, City shall issue to Contractor a written Notice of Final Acceptance, after which Contractor shall not incur further costs under this Contract. Contractor shall respond to such Notice of Final Acceptance by executing and submitting to City a Release and Certificate of Final Payment.

40. Survival. The rights and obligations of the parties which by their nature survive termination or completion of the services covered by this Contract shall remain in full force and effect after termination or completion.

For the Contract between the City of
Richmond and

EXHIBIT E
SPECIAL CONDITIONS

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

For the Contract between the City of
Richmond and

EXHIBIT F
INSURANCE PROVISIONS

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

City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors

In all instances where a CONTRACTOR or its representatives will be conducting business and/or providing services, 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, 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) including coverage for bodily and personal injury, property damage, and products and completed operations.
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)
3. Original and Separate Additional Insured Endorsements 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 and Builder's Risk/ Course of Construction Insurance.
6. Builder's Risk/Course of Construction insurance covering all risks of loss less policy exclusions when the City of Richmond has a financial interest in the property. – *(Only required for Construction Contracts involving property)*
7. Contractor's Pollution Liability *(if applicable for Construction Contractors)*

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 .

City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors

General Liability <i>(primary and excess limits combined)</i>	PROJECT COST	REQUIRED LIMIT
	\$0 - \$5 million	\$2 million p/o
	\$5 million - \$10 million	\$5 million p/o
	Over \$10 million	\$10 million p/o
	Fireworks	\$5 million p/o
	Includes coverage for bodily injury, personal injury, property damage and products and completed operations. The policy shall not exclude coverage for XCU perils (explosion, collapse, or damage to underground property).	
	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.	
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage.	
Builders' Risk/Course of Construction – Covers property under construction, repair or renovation as well as equipment and materials to be installed. <i>(Only required for Construction Projects involving property and equipment installation.)</i>	Coverage shall include all risks of direct physical loss, excluding earthquake, <i>for an amount equal to the full completed value of the covered structure or replacement value of alterations or additions, including soft costs and business interruption.</i> If the project does not involve new or major reconstruction, an Installation Floater may be acceptable. For such projects, a property installation floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing at the City of Richmond's site. The City of Richmond shall be named as loss payee as its interest may appear. The insurer shall waive all rights of subrogation against City.	
Contractor's Pollution Liability (<i>if applicable</i>) Protects against: <i>unexpected/unintended release of pollution resulting from contractors covered operations such as:</i> HVAC, paving, carpentry, pipeline & tank installation, drillers, remediation contractors, maintenance, mechanical, demolition, excavation, grading, street/road construction, residential & commercial builders.	Same limits as General Liability.	
Required Policy Conditions		
A. M. Best Rating	A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.	
Additional Insured Endorsement	Applicable to General Liability Coverage. The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured, including but not limited to bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract. ISO form CG 20 10 (11/85) or its equivalent is required. The endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required.	

City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors

Additional Insured Endorsement (continued)	<i>SAMPLE Endorsements can be found at</i> http://www.ci.richmond.ca.us/index.aspx?nid=61
Primary and Noncontributory	The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.
Waiver of Subrogation Endorsement Form	Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers Compensation and Builder's Risk/ Course of Construction coverage during the life of this contract. <i>SAMPLE Endorsements can be found at</i> http://www.ci.richmond.ca.us/index.aspx?nid=61
Deductibles and Self-Insured Retentions	Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.
Loss Payable Endorsement (only required when Builder's Risk and/or Course of Construction Insurance is required.)	Applicable to Builder's Risk/Course of Construction naming the City of Richmond as Loss Payee.
SURETY BONDS (If a Public Works/Engineering Project)	The Contractor shall provide: <ol style="list-style-type: none"> 1. A Bid bond 2. A Performance Bond 3. A Payment Bond

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 coverages and cover those insured in the underlying policies.

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.

<p style="text-align: center;">City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors</p>

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.