# CITY OF RICHMOND CONTRACT AMENDMENT

Department:	Project Manager:							
Project Manager E-mail:	Project Manager Phone No:							
P.R. No: Vendor No:	P.O./Contract No:							
Description of Services:								
Amendment No modifies the: (2 <sup>nd</sup> or subsequ ☐ Term, Payment Limit and Service Plan ☐ Term and Service Plan								
The parties to this Contract Amendment do mutu	ually agree and promise as follows:							
1. <u>Parties</u> . The parties to this Contra	act Amendment are the City of Richmond,							
California, a municipal corporation (City), and the	e 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:]								
2. <u>Purpose</u> . This Contract Amendm	2. <u>Purpose</u> . This Contract Amendment is being entered into to amend the Contract							
between City and Contractor which was approved by the City Council of the City of Richmond or								
executed by the City Manager on, which <b>original</b> term commenced								
on and terminates with an <b>original</b>								
contract payment limit of \$ Said contract shall hereinafter be referred								
to as the "Original Contract" and is incorporated herein by reference.								
3. <u>Original Contract Provisions</u> . The	e parties hereto agree to continue to abide by							
those terms and conditions of the Original Contract, and any amendments thereto, which are								
unaffected by this Contract Amendment.								

- 4. <u>Amendment Provisions</u>. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.
- City of Richmond Business License Active Status Maintained. Pursuant to
   Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business
   license for this Contract Amendment to be deemed to be in effect.
- 6. <u>Insurance Coverage Updated and Maintained.</u> Pursuant to the Original Contract, the Contractor shall provide the City with updated insurance certificates, and the Contractor shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.
  - 7. <u>Signatures</u>. These signatures attest the parties' agreement hereto:

7. <u>Signatures</u> . These signatures alles	tine parties agreement hereto.					
CITY OF RICHMOND, CALIFORNIA a municipal corporation	CONTRACTOR:					
Ву	(*The Corporation Chairperson of the Board, President or Vice-President should sign on the line below.)					
Title:	Ву					
I hereby certify that the Original Contract and this Amendment have been approved	Title:					
by the City Council or executed by the City Manager.	(*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)					
By City Clerk	By:					
Approved as to form:	(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this					
By	Contract (1) should be signed by the Chairperson of the Board, President or					
City Attorney	Vice-President <u>and</u> the Chief Financial Officer, Secretary or Assistant Secretary; (2)					
List of Attachments: 1. Amendment Provisions 2. Updated Insurance Certificates	should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313.					

Contract Amendment/EJ/TE 09-26-07

Contract Amendment between	the City of Richmond and
Amendment No	P.O./Contract No.

## **AMENDMENT PROVISIONS (PAYMENT LIMIT AND SERVICE PLAN)**

1.	Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$ Paragraph 3 of the Original Contract is amended to read as follows:
	"3. Payment Limit. City's total payments to Contractor under this Contract Amendment shall not exceed \$including expenses."
	"The City of Richmond shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the City Manager if the total Contract amount does not exceed \$10,000 or without the prior approval of the City Council if the total Contract amount is over \$10,000."
2.	The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

 Exhibit	F
Section	8

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Umbrella/Excess Liability Policies**

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

 Exhibit F	
Section 8	

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

#### Claims-Made Policies

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

#### **Subcontractors**

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

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

#### **Verification of Coverage**

All original certificates and endorsements shall be received and approved by the City <u>before work may begin</u>. 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 Manger. However, CONTRACTOR must mail the original certificates and endorsements to Designated Project Manager once faxed.

#### **Continuous Coverage**

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

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

#### Cancellation

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

#### **Reporting Requirements**

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

#### **Consistent with Public Policy**

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



### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 08/13/2024

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

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

PRODUCER			CONTACT Jeffry D. Proul
VITAL SIGNS INSURANCE SE	ERVICES, INC.		PHONE (A/C, No, Ext): (916) 496-8750 FAX (A/C, No): (916) 496-8754
P.O. BOX 6360			E-MAIL ADDRESS: PC@VITALSIGNSINSURANCE.COM
			INSURER(S) AFFORDING COVERAGE NAIC #
FOLSOM	CA	95630	INSURER A: PHILADELPHIA INSURANCE COMPANIES 17914
INSURED			INSURER B: ARCH INSURANCE COMPANY 11150
CENTURY GROUP INTERNAT	TIONAL, LLC.		INSURER C: PROGRESSIVE INSURANCE COMPANY 24260
CENTURY GROUP PROFESS	·		INSURER D: THE OHIO CASUALTY INSURANCE CO. 24074
222 PACIFIC COAST HIGHWA	AY., STE. 2150		INSURER E: HSB SPECIALTY INSURANCE CO. 11452
EL SEGUNDO	CA	90245	INSURER F:

#### COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR		TYPE OF INSURANCE	ADDL S	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	Х	COMMERCIAL GENERAL LIABILITY	Х	PHPK2684017	5/10/24	5/10/25	EACH OCCURRENCE	\$	2,000,000
Α		CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
1		Contractual Liability INCL					MED EXP (Any one person)	\$	10,000
1							PERSONAL & ADV INJURY	\$	1,000,000
1	GEN	I'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	4,000,000
1		POLICY PRO- JECT X LOC					PRODUCTS - COMP/OP AGG	\$	2,000,000
1		OTHER:					FIRE/LEGAL	\$	100,000
	AUT	OMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
_		ANY AUTO					BODILY INJURY (Per person)	\$	
Č	Х	OWNED X SCHEDULED AUTOS ONLY		00955250-1	8/10/24	2/10/25	BODILY INJURY (Per accident)	\$	
A	Х	HIRED X NON-OWNED AUTOS ONLY	X	PHPK2684017	5/10/24	5/10/25	PROPERTY DAMAGE (Per accident)	\$	
1								\$	
Α	Х	UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$	5,000,000
		EXCESS LIAB CLAIMS-MADE		PHUB910814	5/10/24	5/10/25	AGGREGATE	\$	5,000,000
		DED X RETENTION\$ 10,000						\$	
В		KERS COMPENSATION EMPLOYERS' LIABILITY					X PER OTH- STATUTE ER		
	ANYF	PROPRIETOR/PARTNER/EXECUTIVE 1/N	N/A	NSWCC0012803	1/1/24	1/1/25	E.L. EACH ACCIDENT	\$	1,000,000
1	(Man	datory in NH)	N / A	NSWCC0012703			E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
1	If yes	s, describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
E	CYI	BER LIABILITY		6699861-03	5/10/24	5/10/25	LIMIT \$1,000,000		
Α	1	OFESSIONAL LIABILITY		17176197	5/10/24	5/10/25	LIMIT \$1,000,000/2,000,		
Α	A D&O			17176197	5/10/24	5/10/25	LIMIT \$1,000,000/1,000,	000	
D	CR	IME (3RD PARTY)		018232280	9/26/23	9/26/24	LIMIT \$1,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract. The contractors insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers.

CERTIFICATE HOLDER	CANCELLATION				
City of Richmond 450 Civic Center Plaza Richmond, CA 9480	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
	AUTHORIZED REPRESENTATIVE				