

CITY OF RICHMOND CONTRACT AMENDMENT

Department: Community Development	City Project Manager: Avery Stark
City Project Manager E-mail: avery_stark@ci.richmond.ca.us	City Project Manager Phone No: 510-620-6706
Vendor No: 16579	Contract No: 7085
Description of Services: Infilla will create a Forum Software for planners to document interpretations of the Zoning Ordinance & a Fee Calculator module for the public.	
Amendment No. <u> 1 </u> modifies the (check all that apply): <input checked="" type="checkbox"/> Term <input type="checkbox"/> Payment Limit <input type="checkbox"/> Service Plan <i>Complete the Amendment History page if this Amendment is the 2nd or subsequent amendment.</i>	

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

- Parties. The parties to this Contract Amendment are the City of Richmond, a public body corporate and politic, and the following named Contractor:

Contractor Name: Pronto, Inc., dba Infilla

Street Address: 1144 Haight Street

City, State, Zip Code: San Francisco, CA 94117

Contact Person: Jenny Song

Telephone: (315) 396-5518 Email: jenny@infilla.com

Business License No: _____

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

- Purpose. This Contract Amendment is being entered into to amend the following Contract between City and Contractor (list terms in effect on the date of initial Contract approval):

City Council Approval Date/City Manager Execution Date: July 19, 2024

Effective Date: July 1, 2024 ; Termination Date: June 30, 2025

Payment Limit: \$9,995.00.

- [check box if applicable]** The Contract was previously amended, as described in the amendment history attached to this Contract Amendment, and the terms and conditions of any amendments shall be deemed to be a part of the Contract.

- Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Contract, including any amendments thereto, which are unaffected by this Contract Amendment, and which shall remain in full force and effect.

- 4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Contract.
- 5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license for this Contract Amendment to be deemed to be in effect.
- 6. Insurance Coverage Updated and Maintained. Pursuant to the 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. Authority; Counterparts; Signatures. Each of the signatories hereto represents and warrants that he or she has the authority to execute this Contract Amendment for the Party on whose behalf he or she is executing this Contract Amendment. This Contract Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties may rely on electronic or scanned signatures as originals. Delivery of an executed signature page of this Contract Amendment by electronic format (including pdf) shall be the same as delivery of an original executed signature page.

CITY OF RICHMOND,
a municipal corporation

DS
W

By: Shasa Curl
041871240BD14EC...

Title: City Manager

Date Signed: 6/19/2025

I hereby certify that this Amendment has been approved by the City Council or executed by the City Manager.

By: Pamela Christian
0643BFF4A43406...

City Clerk

Approved as to form:

By: JA For
0F098C1E4C50485...

City Attorney

Pronto, Inc., dba Infilla
[CONTRACTOR NAME]

(*If applicable, the Corporation Chairperson of the Board, President, or Vice-President should sign below.)

Signed by:
By: Jenny Song
50E842A91712467...

Title: CEO

Date Signed: 6/7/2025

(*If applicable, the Corporation Chief Financial Officer or Assistant Treasurer, or Secretary or Assistant Secretary should sign below.)

By: _____

Title: _____

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

AMENDMENT PROVISIONS (AMENDMENT HISTORY)

If no prior amendments, skip to next page.

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

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____
- Term Amendment (insert new termination date): June 30, 2026
- Service Plan

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

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

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

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

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

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

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

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

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

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

AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT AND/OR SERVICE PLAN)

Check all that apply:

TERM

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

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

July 1, 2024
(Insert Contract Effective Date)

and it terminates

June 30, 2026
(Insert new Contract termination date)

unless sooner terminated as provided herein."

PAYMENT

LIMIT

Paragraph 3 (Payment Limit) of the Contract is hereby amended to increase the payment limit by \$_____. Paragraph 3 of the Contract is amended to read as follows:

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

"The City shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the City Council or executed by 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."

SERVICE

PLAN

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

(Insert description of additional tasks/services. Use additional pages if necessary.)

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

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

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

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

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

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

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

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

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

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

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

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

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

Umbrella/Excess Liability Policies

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

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

Claims-Made Policies

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

Subcontractors

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

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

Verification of Coverage

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

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

Insurance certificates and endorsements may be faxed to the Designated Project 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.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Vouch Insurance Services, LLC Vouch Specialty Insurance Services, LLC		NAMED INSURED Pronto, Inc. (dba Infilla) 1144 Haight Street San Francisco, US-CA 94117	
POLICY NUMBER Policy Number		EXPIRATION DATE:	
CARRIER Refer to page 1 for full list	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: Acord 25 (06/13) **FORM TITLE:** Certificate of Liability

Businessowners Policy HDG.BOP.25.7KRK-0DWW includes a waiver of subrogation for any person or organization that Pronto, Inc. (dba Infilla) enters into a written contract with and such contract requires the coverage provided by the endorsement (BP 04 97).

Additional Insured endorsement (BP 04 48) issued for: The City of Richmond, its officers, officials, employees, agents and volunteers (effective 06/15/2025).

Provided, however, The City of Richmond, its officers, officials, employees, agents and volunteers is an additional insured only to the extent that liabilities fall within obligations of Pronto, Inc. (dba Infilla) to indemnify such additional insured pursuant to a written agreement.

Businessowners policy (HDG.BOP.25.7KRK-0DWW) issued to Pronto, Inc. (dba Infilla) shall be primary and noncontributory with any other insurance available to The City of Richmond, its officers, officials, employees, agents and volunteers provided that The City of Richmond, its officers, officials, employees, agents and volunteers is a Named Insured under such other insurance and Pronto, Inc. (dba Infilla) agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to The City of Richmond, its officers, officials, employees, agents and volunteers.

POLICY NUMBER:
HDG.BOP.25.7KRK-0DWV

BUSINESSOWNERS
BP 04 48 07 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
The City of Richmond, its officers, officials, employees, agents, and volunteers (effective 06/15/2025).
Provided, however, The City of Richmond, its officers, officials, employees, agents, and volunteers are additional insureds only the extent that liabilities fall within obligations of Pronto, Inc. (dba Infilla) to indemnify such additional insureds pursuant to a written agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Liability is amended as follows:

A. The following is added to Paragraph **C. Who Is An Insured:**

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

However:

- a.** The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1.** Required by the contract or agreement; or
 - 2.** Available under the applicable Limits Of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

POLICY NUMBER: HDG.BOP.25.7KRK-0DWV

BUSINESSOWNERS
BP 14 88 07 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to Paragraph **H. Other Insurance** of **Section III – Common Policy Conditions** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.