

**CITY OF RICHMOND  
STANDARD CONTRACT**

Department: 40- Community Crisis Response Program	Project Manager: <b>Joan Binalinbing</b>
Project Manager E-mail: Joan_Binalinbing@ci.richmond.ca.us	Project Manager Phone No: 510-620-6531
Vendor No: <b>16783</b>	Contract No: <b>7268</b>
Description of Services: <b>Van Wrapping</b>	

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, a municipal corporation (“the City”), and the following named Contractor:

Contractor Name: Commercial Titan Wrap  
 Street Address: 999 W CUTTING BLVD  
 City, State, Zip Code: RICHMOND, CA 94804  
 Contact Person: NOEIL CANO  
 Telephone: (510) 974-6401 Email: Commercialtitanwraps@gm  
 Business License No: 4005-9640

- 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 01/01/2025 and terminates 01/01/2026 unless terminated earlier as set forth herein.

3. Payment Limit. City’s total payments to Contractor under this Contract shall not exceed \$10,000 (“Contract Payment Limit”) unless a Contract Amendment has been approved by the City Council or City Manager. If this amount includes a contingency, Contractor acknowledges that any use of such contingency shall be for work beyond the original scope of services and requires prior written authorization by the City. If noted below, Compensation for work done under this Contract, shall not exceed as follows:

FY 25 total compensation shall not exceed \$ 10,000  
 FY 25 total compensation shall not exceed \$ 10,000  
 FY 25 total compensation shall not exceed \$ 10,000

4. Contractor’s Obligations. Contractor agrees to perform all work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, in accordance with Exhibit A: Service Plan which is attached hereto and incorporated herein.

- 5. City Obligations. City shall make payments to the Contractor in accordance with the Payment Provisions set forth in Exhibit B, attached hereto and incorporated herein.
- 6. Authorized Representatives and Notices. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C), attached hereto and incorporated herein.
- 7. General Conditions. This Contract is subject to the General Conditions (Exhibit D) which are attached hereto and incorporated herein.
- 8. Special Conditions. This Contract is subject to the Special Conditions (Exhibit E) (if any) which are attached hereto and incorporated herein.
- 9. Insurance Provisions. This Contract is subject to the Insurance Provisions (Exhibit F) which are attached hereto and incorporated herein.
- 10. Signatures. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND,  
a municipal corporation




By:  12/23/2024  
041871240BD14EC...

Title City Manager

I hereby certify that this Contract has been approved by City Council or the ~~City Manager~~

By:    
C6643BFF4A43406...  
City Clerk

Approved as to form:

By:  For  
0F098C1E4C50485...  
City Attorney

### COMMERCIAL TITAN WRAPS

[BUSINESS NAME]  
(\* The Corporation Chairperson of the Board, President or Vice President should sign below)

By:    
DF20DEC8BDE45451...

Title: manager

Date Signed: 12/19/2024

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

#### LIST OF ATTACHMENTS:

- |  |           |
|--|-----------|
| Service Plan                           | Exhibit A |
| Payment Provisions                     | Exhibit B |
| Authorized Representatives and Notices | Exhibit C |
| General Conditions                     | Exhibit D |
| Special Conditions                     | Exhibit E |
| Insurance Provisions                   | Exhibit F |
| Sanctuary City Compliance Statement    | Exhibit G |

Contract No: 7268

For the Contract between the City of  
Richmond and Commercial Titan Wraps

**EXHIBIT A  
SERVICE PLAN**

Contractor shall, to the satisfaction of the Project Manager (set forth in Exhibit B), perform the following services and be compensated as outlined below [or attach service plan if necessary]:

See attached.



**Commercial Titan Wraps LLC**  
 999 W Cutting Blvd, Ste 11  
 Richmond California 94804  
 U.S.A

# Estimate

# EST-101903

Bill To  
**City of Richmond**

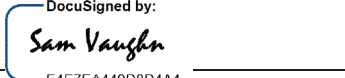
Estimate Date : 29 Jul 2024

ACCOUNTS PAYABLES FRONT OFFICE  
 US DOLLAR CURRENCY

#	Item & Description	Qty	Rate	Amount
1	148" Ford Transit Van. Neon Orange and Black.  Design 4 to 8 hours	1.00	425.00	425.00
2	Production and material Avery Dennison MPI 1105 SuperCast Film Cast vinyl and overlamination 148" Ford Transit Van. Neon Orange and Black. approx 446.5 sq ft each \$4241	2.00	3,125.00	6,250.00
3	Installation Cast vinyl and overlamination 20 hours each 148" Ford Transit Van. Neon Orange and Black. approx 446.5 sq ft each \$1339.50	2.00	1,350.00	2,700.00
			Sub Total	9,375.00
			RICHMOND (9.25%)	578.13
			<b>Total</b>	<b>\$9,953.13</b>

**Notes**

Cancellation Fee and Reschedule Fee may apply when is less than 24 hours notice.

Authorized Signature  E4E7EA449D8D4A4...



COMMERCIAL TITAN WRAPS

Here are the five main steps to creating a vehicle wrap: design, proofing, printing, and installing.

Start by providing the year, make, and model of your vehicle.

1. **Artwork:** Begin by supplying your own artwork in VECTOR FORMAT files such as .ai or .eps, along with High Resolution 300 dpi .jpegs. Keep in mind that remaking logos or obtaining high-resolution images may lead to increased design costs.
2. **Design:** This phase is the most time-consuming of the vehicle wrap process, spanning from 5 to 40 hours. The duration depends on the design's complexity and the vehicle's style. Some graphics might require specialized cutting and contouring to fit specific vehicle parts, which can extend the timeline.
3. **Proofing:** After finalizing the design, we generate an electronic or printed proof of the wrap. Carefully review the proof for any errors and promptly communicate any desired changes before proceeding to print. Changes requested after the wrap enters final production can result in delays and added costs.
4. **Printing:** Vehicle wraps are printed in multiple panels and meticulously assembled during installation. After printing the wrap, the ink requires 4-6 hours to "gas out." This essential step prevents vinyl from developing bubbles or wrinkles during installation.
5. **Installing:** Prior to installation, ensure your vehicle is thoroughly cleaned for proper adhesion. Wash your vehicle before leaving it with us, preferably through a high-pressure car wash that employs robust detergents to remove grime and debris.

Installers use a heat gun to stretch and reposition the vinyl and utilize a squeegee to eliminate imperfections. Keep in mind that installers rely on sharp razors to manipulate the vinyl and trim excess material around door handles and crevices. Despite the expertise of our installers, minor nicks and scratches are possible on the surface.

!



999 W Cutting Blvd, STE 11  
Richmond, CA 94804  
510-684-9282 or 510-974-6401

## COMMERCIAL TITAN WRAPS POLICY

*This warranty statement applies exclusively to products manufactured and installed by CTW. COMMERCIAL TITAN WRAPS offers a 6 month (6) in-house warranty on all vehicle wrap and vehicle graphics products. Our comprehensive warranty covers all defects in materials and installation. This includes full replacement of failed materials, removal, and installation.*

*This warranty does not cover damage to the wrap or graphics from negligence, misuse, accidents, road damage, wear and tear, or any failure not a product of installation or materials. This warranty does not cover warrantable failures due to pre-existing damage to vehicles. This warranty does not cover a warrantable failure in the event that the client chooses to keep any/all emblems on a vehicle and to have them wrapped over. All claims must be made within the 6 month warranty time frame and are subject to approval by a COMMERCIAL TITAN WRAPS authorized representative. In case of a warrantable failure, CTW's responsibility is limited solely to, at its option, repairing or replacing the defective wrap or parts of the wrap. Customer's option for repair of warrantable failures is strictly limited to repair at a CTW facility. Materials used in warranty repairs will carry the same warranty coverage as the materials they replace, but the expiration dates will be the same as those of the original materials. This warranty is the sole warranty made by CTW in regards to our vehicle wrap products. CTW makes no other warranties, expressed or implied.*

Effective date: May 15, 2015. Supersedes all previous warranty statements.

**CTW****COMMERCIAL TITAN WRAPS**

**PAYMENT TERMS:** We can not start your project, do any mock-ups or confirm install dates until payment is made. Customer or assigned agent completing the Customer Information sheet agrees that they are the responsible party for payment of services requested. Customer or assigned agent agrees to make full payment prior to vehicle release and agrees to be responsible for all collection fees including attorney fees and court costs for any unpaid balances at the interest rate of 18% per annum. Any materials for the customer's job is required to be paid for 100% prior to the order before the work will be performed. The material that is ordered is non-refundable and there is a 25% restocking fee on top of the already purchased cost if you do not proceed forward with the installation.. A fee of \$35.00 will be charged for any returned checks, in addition to the amount due. Any request changes to the description of services stated above need to be in writing and any additional charges incurred will be charged accordingly. Customers will pay the remaining balance including any additional cost or fees upon completion of the job prior to release of the vehicle. You have 48 hour to cancel and change the installation appointment date, If you miss your install appointment date there will be an additional \$40 CHARGE.

**RETURNS: Deposit is non-refundable.** Vinyl material is a non-returnable item once the material is installed per the customer's personal request. All graphic artwork and any ordered vinyl material for any projects is paid for by the customer 100% prior to ordering the product. If the job is canceled or the customer does not want the product for any reason, deposit is non-refundable and the customer will be charged an additional 25% restocking fee if it's a specialty vinyl. **Once vinyl is installed all sales are final and there are no refunds.** If an issue arises the customer must submit their complaint in writing and give *Commercial Titan Wraps the opportunity* to see the issue and try to resolve the issue prior to pressuring any legal actions. Since all wrap installations are customized to the customers specifications *Commercial Titan Wraps* be given the opportunity to address any issues, including removal and reinstallation time (if deemed necessary by *Commercial Titan Wraps* ), before the client issues a credit card chargebacks or check cancellations.

**SINCE IT IS CUSTOM INSTALLED TO THE CUSTOMERS SPECIFICATIONS ONCE THE VINYL IS INSTALLED ALL CONTRACTS ARE FINAL AND NO MONETARY REFUNDS WILL BE ISSUED.**

**CONTENT:** We reserve the right to refuse any customer any reason.



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510-974-6401



commercialtitanwraps@gmail.com  
www.titanwrapsusa.com



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**WE ARE NOT RESPONSIBLE FOR THE CONDITION ON THE VEHICLE'S PAINT SURFACE PRIOR TO THE VINYL BEING INSTALLED. IF INSTALLED ON TRAILERS WITH CAULKING, RE CAULKING WILL BE NEEDED SINCE VINYL WILL NOT STICK TO CAULKING.**

**VEHICLE WALK-THRU:** Wash vehicles using **ONLY** water and soap before dropping off. Even though we prep and clean the vehicle for install. **Wax and other chemicals will prevent the vinyl from sticking to the surface . Do not Wax or CLAY BAR** any wax or chemicals left on the vehicle by waxing and or clay bars will result in bubbles and vinyl will not cure properly. *Commercial Titan Wraps* w on't be held liable for vinyl that will not stick and cure properly due to wax or other chemicals used before install. There will be an additional charge of \$35 if we have to wash your vehicle. There will be an extra Charge of \$60.00 per Hour for removing Vehicle Emblems, Mirrors, Door Handles and/or existing vinyl. *Commercial Titan Wraps i s* not liable for any damage if asked to remove any parts from the vehicle.

**INSTALLATIONS:** Vinyl material is a pliable plastic material that we make every effort to make it look as seamless as possible, however, there may be curves, bumps, rivets, moldings and deep-channeled curves that the vinyl will not be able to conform to. **In some cases relief cuts need to be made or patches need to be installed to cover certain areas.** Stretching will result in some shrinkage as it attempts to return to its original form/dimensions. As it shrinks, some minor tenting and lifting does occur and will be addressed if necessary in the 90 day period. All vinyl material needs to be applied to "like new" vehicle finish for the best results. There must be an excellent body of the paint and its finish to the vehicle substrate. Any rust, bubbling, caulking, scratches, dents or other damage will be visible through the film, and such surface imperfections may damage the film or cause the film to fail prematurely. Areas repaired with body filer must be sanded, epoxy primed and finished with OEM (Original Equipment Manufacturer) paint or clear coat. Also, any areas with Caulking need to be re-caulked over the installed vinyl. Any recently applied finish must be fully cured for a minimum of 30 days prior to film being applied.

**3rd Party installations:** We are only responsible for the installation. Wrap vinyl must be 3M, Avery or good quality air release wrap vinyl. We are not liable for the vinyl material, the print or missing print material. We are not liable for the paint condition of the vehicle when installing. **All vinyl material needs to be applied to "like new"**



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**COMMERCIAL TITAN WRAPS**

**vehicle finish for the best results.** Installers use a heat gun to stretch and reposition the vinyl and a squeegee to eliminate imperfections. It's important to note that installers rely on sharp razors to manipulate the vinyl and remove excess material around door handles and crevices. Even with the expert installers, there's some potential for minor nicks and scratches to the surface. *Commercial Titan Wraps won't be held liable.*

**ONCE INSTALLED VINYL MATERIAL IS INTENDED TO BE VIEWED FROM A DISTANCE OF SIX (6) FEET FROM THE VEHICLE.**

Installation time is based upon many factors including but not limited to: film selected, curing time, places where vinyl material is being installed, size of vehicle, complexity of installation areas and any unforeseen circumstances that may arise. We will make every effort to give reasonable time frames for installation but reserve the right to change them at any time for any reason.

**WARRANTY AND MATERIALS :** All materials are installed per the customer or authorized representative's request. We are not the manufacturer of the product and all warranties are ordered through the manufacturer of the product the customer specifically ordered. For warranty information you must visit the manufacturer website or brochure for specific information regarding the product(s) you ordered. *Commercial Titan Wraps is the installer of the product,*

not the manufacturer. However, if there is something wrong with the product our manufacturers stand behind their products as do we, so please do not hesitate to contact us. Damage done to the vinyl material by the customer or any third party is not a warranty issue and will not be covered as such.

Although vinyl manufacturers guarantee the material to last from 5 to 10 years, the actual lifespan of a vehicle wrap will be considerably less, more or less 3-5 years. **No warranties on Chrome, Plastic, Caulking and Non Factory**

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**Finished paint.**

**AFTER CARE:** We recommend **HAND WASHING ONLY** for the first week and thereafter if possible. Keep the car out of direct sunlight for the first 2-3 days after installation. Do not pressure wash the car. Do not wash the car in machine car washes. If using high-pressure sprayers after 30 days stay at least 3-4 feet away from the vinyl material at all times. We recommend when cleaning to use only vinyl material safe products like soap and water, avoid any harsh chemicals of any kind that can



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deteriorate the vinyl material. Avoid using abrasive washing clothes as well as drying towels. **NEVER WAX or CLAY BAR** , It will cause the vinyl material to turn yellow and crack.

**UPKEEP:** It will take approximately 30 days for the wrap to cure. Graphic installation warranty covers minor lifts, and is good for 90 Days starting when a wrapped vehicle is taken from our shop. It is up to the customer to maintain it.

**VEHICLE STORAGE FEES:** Vehicles left beyond the authorized pickup day ( definition of authorized pickup day: is the date vehicle is ready to be picked up and the client has been notified) will be charged \$50.00 per day, per space occupied, until the vehicle or vehicles have been picked up and paid for.

**CHANGES/CORRECTIONS/ERRORS:** It is up to the customer to provide all the correct information. If artwork was provided by the customer, *Commercial Titan Wraps* is not responsible for any errors or quality of images or artwork. Once artwork is approved by the customer any changes done before and after production will have an extra cost depending on the size of the reprint and time of design making the changes.

We reserve the right to correct inaccuracies, prices, omissions, descriptions, and errors relating to products, productions, availability and update information at any time without prior notice.

**PRINT, DESIGN AND PRODUCTION:** (50% Deposit is non refundable if customer decides to cancel for any reason) Customer is responsible for providing company logo in high quality and the correct information. AN ADDITIONAL \$150 AN HOUR FOR LOGO REDO. When Design is included with price (includes 3 hours of design up to 2- mockups), after 3 hours of design it will cost \$150 per additional hour. There will be an additional charge for any graphics purchased. Excessive artwork changes and corrections will be charged at shop hourly rate of \$150 an hour. Mock-up template approved rendition is an artistic representation of what your graphics will look like. *CommercialTitanWrap* Reserves the right to slightly modify certain measurements and/or areas to accommodate production and installation. As this color rendition is generated by computer, the colors may vary slightly from actual decal material. Reprints will result in an extra charge. Final color may print slightly differently than the computer screen proof and print proof. Sample Template is only a mock-up, because Templates may sometimes be smaller or larger than actual vehicles and our wrapper will place the printed wrap slightly different than the template to fit your vehicle due to vehicles curvature and size. When Color Matching, there is no warranty we can print the exact color and the customer is responsible for asking *Commercial*



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*Titan Wraps* to Print Color Samples on vinyl material before production to ensure they are getting the color they want printed. Reprints and multiple prints may also be a slightly different shade from the last print due to humidity & temperature, there are no refunds, reprints or redo's, this is out of our control. Once artwork is approved, there are absolutely no changes to artwork because it's already in production. If there are any changes after or during production customers will have to pay extra for corrections and new prints.

***On Printed Wraps, Color change Wraps What to expect:***

- Door handles will not be wrapped
- Door jams are not included. Vans, busses, and large vehicles, bumpers will not be wrapped
- Wheel wells will not be wrapped.
- Running boards will not be wrapped.
- In severe channel areas will not be wrapped to prevent wrinkling, lifting and bubbling. • There will be seams and overlaps.
- The vinyl may lift in difficult areas.
- There could be bubbles & wrinkles in difficult areas.
- Final color may slightly print differently than the proof.
- Reprints may also be slightly different shade from last print.
- Templates are mock-ups, vinyl placement may be different due to curvature and size

**REMOVAL:** Your vehicle's vinyl material should last you 7 to 10 years, depending on how well you maintain it. When it's time to remove it, our pro installers can cleanly remove a wrap. Price of removal is \$85 an hour. When the estimated price is given, it's just an estimate based on how many hours we think it will take to remove but is not the exact price. We will add a charge if vehicle removal takes longer than estimated, hours charged for removal may vary depending on how long the wrap was on and the whether it was exposed to. *Commercial Titan Wraps* is not responsible for the condition of the paint and body when removing old vinyl.

**Additional Information:**



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Richmond, CA 94804



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510-974-6401



commercialtitanwraps@gmail.com  
www.titanwrapsusa.com





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**COMMERCIAL TITAN WRAPS**

You cannot roll down windows that have view thru or graphics. We recommend replacing Horizontal surfaces (Hoods, Bumpers, Trunks) every 1-2 years.

Please remove all personal items before delivering your vehicle.  
*Commercial Titan Wraps* is NOT RESPONSIBLE FOR ANY PROPERTY LOSS.

There is a 90 day warranty on lifts and bubbles.

DocuSigned by:  
*Sam Vaughn*  
E4E7EA449D8D4A4...  
\_\_\_\_\_  
**Client Signature**

12/20/2024  
\_\_\_\_\_  
**Date of Signature**

Sam Vaughn  
\_\_\_\_\_  
**Client Printed Name**



Contract No: 7268

For the Contract between the City of  
Richmond and Commercial Titan Wraps

**EXHIBIT B**  
**PAYMENT PROVISIONS**

**1. COMPENSATION TO CONTRACTOR:**

a. Provided Contractor is not in default under this Contract, Contractor shall be compensated in the manner set forth herein.

b. 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.

c. All City vendors receiving new contracts shall sign up to receive electronic payments through the City's Automated Clearinghouse (ACH) payments service/provider.

**2. SUBMISSION OF INVOICES:**

Contractor shall submit timely invoices by email to [Accounts Payable@ci.richmond.ca.us](mailto:Accounts Payable@ci.richmond.ca.us) and/or to the following address: Attention: City of Richmond Finance/Account Payable  
Project Manager: Joan Binalinbing

P.O. Box 4046  
Richmond, CA 94804

3. All invoices that are submitted by Contractor shall be subject to the approval of the City Project Manager, Joan Binalinbing before payments shall be authorized.
4. 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.
5. All appropriate permits, certificates, and licenses, including a City business license shall be obtained and maintained for the duration of this Contract before any payment is authorized.
6. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract is executed by the City. The insurance coverage required by this Contract shall be maintained by Contractor for the duration of this Contract and must be in place before any payment is authorized.

Contract No:

For the Contract between the City of  
Richmond and Commercial Titan Wraps

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**EXHIBIT C**  
**AUTHORIZED REPRESENTATIVES AND NOTICES**

1. All required written notices shall be delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

2. Each notice shall be deemed to have been received on the earlier to occur of: actual delivery or the date on which delivery is refused; or three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

3. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

4. All notices, demands, requests, or approvals from Contractor to the City shall be addressed to the City at:

Sam Vaughn

City of Richmond –

440 Civic Center Plaza Suite 360

Richmond, CA 94804

Email: sam\_vaughn@ci.richmond.ca.us

5. All notices, demands, requests, or approvals from the City to Contractor shall be addressed to Contractor at:

Noeil Cano

Business Name Commercial Titan Wraps LL

Street Address 999 W CUTTING BLVD

City, State Zip Richmond, Ca

Email: Commercialtitanwraps@gmail.com

Contract No: 7268

For the Contract between the City of  
Richmond and Commercial Titan Wraps**EXHIBIT D  
GENERAL CONDITIONS****1. INDEPENDENT PARTIES:**

Contractor hereby declares that Contractor is engaged as an independent business and Contractor agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Contractor except to the extent they are limited by statute, rule or regulation and the express terms of this Contract. No civil service status or other right of employment will be acquired by virtue of Contractor's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Contractor, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Contractor. Payments of the above items, if required, are the responsibility of Contractor.

**2. TIME IS OF THE ESSENCE:**

Contractor and the City agree that time is of the essence regarding the performance of this Contract.

**3. STANDARD OF CARE:**

Contractor agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service Contractors, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

**4. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Contractor assumes all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Contractor shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Contractor.

**5. NON-DISCRIMINATION:**

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Contractor and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political

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For the Contract between the City of  
Richmond and Commercial Titan Wraps

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affiliation, military and veteran status or legitimate union activities. Contractor agrees that any violation of this provision shall constitute a material breach of this Contract.

**6. CITY PROPERTY:**

a. Each and every report, draft, work product, map, record, applicable plans, drawings, calculation, data, specification, video, graphic or any other material or document produced, prepared or caused to be prepared by Contractor pursuant to or in connection with this Contract shall be the exclusive property of the City.

b. 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 11 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of such proprietary software or data.

c. No report, information or other data given to or prepared or assembled by Contractor pursuant to this Contract shall be made available to any individual or organization by Contractor without prior approval of the City Manager or their designee.

d. Contractor shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Contract.

**7. RECORDS:**

a. Contractor shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Contractor's performance under the Contract, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Contract (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Contract. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Contractor for a period of five (5) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Contract or failure to act in good faith, then Contractor shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

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**8. PERMITS AND LICENSES:**

Contractor, at its sole expense, shall obtain and maintain during the term of this Contract, all appropriate permits, certificates and licenses, including a City business license, required in connection with the performance of the services and tasks hereunder. The failure to obtain such permits and licenses 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.

**9. TERMINATION:**

a. Termination Without Default. Notwithstanding any provision herein to the contrary, the 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 transmission of written notice to Contractor as provided in Exhibit C "Authorized Representatives and Notices".

b. 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 Exhibit B; 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.

**10. 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.

**11. HOLD HARMLESS:**

a. To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses

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whatsoever, including attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Contractor's performance of its obligations under this Contract or failure to comply with any of its obligations under this Contract or out of the operations conducted by Contractor even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Contractor, Contractor shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Contractor. Contractor shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract.

b. This indemnification obligation shall survive this Contract and shall not be limited by any term of any insurance policy required under this Contract; provided however, that if this Contract is for design professional services, this indemnity provision is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional (as defined in California Civil Code section 2782.8).

## **12. LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT:**

a. 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.

b. Contractor shall not assign, sublease, hypothecate, or transfer this Contract, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Contractor shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Contract may be assigned by Contractor to a bank, trust company or other financial institution without prior written consent.

c. 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.

d. Only those persons and/or businesses whose names and resumés are attached to this Contract shall be used in the performance of this Contract. However, if after the start of this Contract, Contractor wishes to use sub-contractors, at no additional costs to the City, then

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Contractor shall submit a written request for consent to add sub-contractors including the names of the sub-contractors and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

e. Each sub-contractor shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Contractor.

f. In addition, any tasks or services performed by sub-contractors shall be subject to each provision of this Contract. Contractor shall include the following language in their Contract with any sub-contractor: "Sub-Contractors hired by Contractor agree to be bound to Contractor and the City in the same manner and to the same extent as Contractor is bound to the City."

g. The requirements in this Section 12 shall not apply to persons who are merely providing materials, supplies, data or information that Contractor then analyzes and incorporates into its work product.

### **13 SAFETY:**

a. Contractor acknowledges that the City is committed to the highest standards of workplace safety. Contractor will be solely and completely responsible for conditions of all vehicles owned or operated by Contractor, including the safety of all persons and property during performance of the services and tasks under this Contract. Contractor shall assume sole and complete responsibility for the safety of Contractor's employees and any of subcontractor's employees. This requirement will apply continuously and not be limited to normal working hours. In addition, Contractor will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Contract. Where any of these are in conflict, the more stringent requirements will be followed. Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Contractor will immediately notify the City (in no event less than 24 hours) of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Contract. Contractor will promptly submit to the City a written report of all incidents that occur in connection with this Contract. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Contractor's employee(s) involved in the incident; (iii) name and address of Contractor's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

c. Contractor acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Contractor agrees to comply with all such requirements,

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including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Contractor also agrees to make available to the City, at the City's request, records to demonstrate Contractor's compliance with this Section.

**14. 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.

**15. COMPLIANCE WITH ALL APPLICABLE LAWS:**

a. During the term of this Contract, Contractor shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Richmond which affect the manner in which the services or tasks are to be performed by Contractor, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. 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.

b. Contractor acknowledges that under § 2.60.070 of the Municipal Code ("Living Wage Ordinance"), Contractor is required to provide the City with documents and information verifying its compliance with the Living Wage Ordinance. 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 as prescribed in § 2.60.070 of the Municipal Code.

c. Contractor shall comply with § 2.28.030 of the Municipal Code, obligating every Contractor or sub-Contractor under an agreement or sub-agreement with the City for public works, goods or services to refrain from discriminatory employment or 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 sub-contractor

d. 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.

**16. INTEGRATED CONTRACT:**

The Recitals and exhibits are a material part of this Contract and are expressly incorporated herein. This Contract represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall

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be held to vary the provisions hereof. Any modification of this Contract will be effective only by written execution signed by both the City and Contractor.

**17. 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 Condition 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.

**18. 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.

**19. CONFLICT OF LAW:**

This Contract shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Contract and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Contract (or the successors of those authorities). Any suits brought pursuant to this Contract shall be filed with the courts of the County of Contra Costa, State of California.

**20. 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.

**21. INTERPRETATION:**

This Contract shall be interpreted as if drafted by both parties.

**22. WARRANTY:**

If any product is 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

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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.

**23. 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.

**24. 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 they are duly authorized to enter into and execute this Contract on behalf of Contractor, and shall be personally liable to City if they are not duly authorized to enter into and execute this Contract on behalf of Contractor.

**25. 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 payment 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.

**26. COUNTERPARTS:**

This Contract may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**27. SANCTUARY CITY CONTRACTING ORDINANCE (SCCO):**

The Richmond Sanctuary City Contracting Ordinance No. 12-18 prohibits the City from granting and or retaining contracts with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the

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United States Department of Homeland Security (“ICE”). Contractor must submit the Sanctuary  
City Compliance Statement, attached hereto as Exhibit G.

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**EXHIBIT E**  
**SPECIAL CONDITIONS**

The General Conditions are hereby amended to include the following modifications and/or provisions (if applicable, otherwise please state "NONE"):

NONE.

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**EXHIBIT F  
INSURANCE PROVISIONS**

     Check here if Risk Management has approved waiving insurance requirements for this contract.

a. Before the commencement of the terms of this Contract, and during the entire term of this Contract and any extension or modification thereof, Contractor shall furnish the City’s Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (5) Such certificates, which do not limit Contractor’s indemnification, shall also contain substantially the following statement:

“Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days’ advance written notice to the City of Richmond. Attention: Risk Manager.”

Contractor shall maintain in force at all times during the performance of this Contract all appropriate coverage of insurance required by this Contract with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best’s rating of no less than A:VII or Standard & Poor’s Rating (if rated) of at least BBB unless otherwise acceptable to the City. Contractor shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Contract. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

b. COVERAGE REQUIREMENTS:

Contractor shall maintain insurance coverage and limits at least as broad as:

(1) Workers’ Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:                   \$1,000,000 each occurrence  
  \$2,000,000 aggregate - all other

Property Damage:               \$1,000,000 each occurrence  
  \$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Additional

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Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
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Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Contractor's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each occurrence

Technology professional liability errors and omissions shall include, or be endorsed to include: property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Contractor. If not covered under Contractor's liability policy, such "property" coverage of the City may be endorsed onto Contractor's Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Contractor.

(5) Cyber Liability:

Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations with the following minimum limits:

\$2,000,000 per occurrence or claim.

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As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Contractor hereby agrees to waive rights of subrogation that any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Contractor's name or as an agent of Contractor and shall be compensated by Contractor for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSUREDS:

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. Any additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Contractor. Contractor is advised to consult Contractor's insurance broker to determine adequate coverage for Contractor. The coverage and limits shall be (1) the minimum coverage and limits specified in this Contract; or (2) the broader coverage and maximum limits of the coverage carried by or available to Contractor; whichever is greater.

**EXHIBIT G  
SANCTUARY CITY COMPLIANCE STATEMENT**

The undersigned, an authorized agent of COMMERCIAL TITAN WRAPS LL (hereafter "Contractor"), has had an opportunity to review the requirements of City of Richmond Ordinance 12-18 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:


- a. "Data Broker" means either of the following:
  - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
  - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this statement, Contractor certifies that it complies with the requirements of the SCCO and that if at any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and subject to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 19 day of December, 2024, at Richmond, California.

<b>Printed Name:</b>	Noel Cano	<b>Title:</b>	manager
<b>Signed:</b>		<b>Date:</b>	12/19/2024

**Business Entity:** COMMERCIAL TITAN WRAPS

## 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: <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61" style="color: blue; text-decoration: underline;">http://www.ci.richmond.ca.us/index.aspx?nid=61</a> .

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

	PROJECT COST	REQUIRED LIMIT
General Liability <i>(primary and excess limits combined)</i>	\$0 - \$5 million	\$2 million p/o
	\$5 million - \$10 million	\$5 million p/o
	Over \$10 million	\$10 million p/o
	<b>Fireworks</b>	<b>\$5 million p/o</b>
	<p>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).</p> <p>If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the <b>minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit).</b></p> <p>Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.</p>	
Automobile Liability	<b>\$1,000,000</b> per occurrence for bodily injury and property damage.	
<p>Builders' Risk/Course of Construction – Covers property under construction, repair or renovation as well as equipment and materials to be installed.</p> <p><b>(Only required for Construction Projects involving property and equipment installation.)</b></p>	<p>Coverage shall include all risks of direct physical loss, excluding earthquake, 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.</p> <p>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.</p> <p>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.</p>	
<p>Contractor's Pollution Liability (if applicable)</p> <p>Protects against: <i>unexpected/unintended release of pollution resulting from contractors covered operations such as:</i></p> <p>HVAC, paving, carpentry, pipeline &amp; tank installation, drillers, remediation contractors, maintenance, mechanical, demolition, excavation, grading, street/road construction, residential &amp; commercial builders.</p>	Same limits as General Liability.	
<b>Required Policy Conditions</b>		
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	<p>Applicable to General Liability Coverage.</p> <p>The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured, including 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.</p> <p><b>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.</b></p>	

<h2 style="margin: 0;">City of Richmond - Insurance Requirements – Type 1:                  Consultants and Contractors</h2>
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Additional Insured Endorsement (continued)	<i>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></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 and Builder’s Risk/ Course of Construction coverage during the life of this contract.  <i>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></i>
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 ( <b>only required when Builder’s Risk and/or Course of Construction Insurance is required.</b> )	Applicable to Builder’s Risk/Course of Construction naming the City of Richmond as Loss Payee.
<b>SURETY BONDS (If a Public Works/Engineering Project)</b>	The Contractor shall provide: <ol style="list-style-type: none"> <li>1. A Bid bond</li> <li>2. A Performance Bond</li> <li>3. A Payment Bond</li> </ol>

**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.

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

**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.