



**Request for Qualifications (RFQ) and
Request for Proposals (RFP
International-Matex Tank Terminals LLC (IMTT)
\$200,000 Sculpture Commission**

Release Date: September 2024

RFQ Deadline for Submittal

October 2, 2024

3:00 P.M.

Contact: Winifred Day, Arts and Culture Manager

Email: racc@ci.richmond.ca.us

Phone Number: 510.620.6952

City of Richmond
Arts & Culture Division
450 Civic Center Plaza, #CMO 300
Richmond, CA 94804

INTRODUCTION

The City of Richmond Arts and Culture Commission/Public Art Advisory Committee (RACC/PAAC), in partnership with the International-Matex Tank Terminals LLC (IMTT), is excited to announce a public art opportunity at 100 West Cutting Blvd., Richmond, CA. This initiative aims to reflect the local environment and history. The art motivation for this unique site is the water, land, history of the company and the relationship to the City of Richmond. The art budget for this project is \$200,000 all inclusive. This is a combined Request for Qualifications (RFQ) requests a preliminary sketch to select three Request for Proposal (RFP) semi-finalists and one finalist for the sculpture commission contract.

1. PROJECT DESCRIPTION:

The designated site is approximately 17 x 17 feet and is visible to pedestrian, vehicular and bicycle traffic. While the space is not intended for public seating, it should convey a distinct sense of place from a distance. Notable historical elements of the area, including the mid-century building, ship dry docks, the former Santa Fe Ferry line, and Miller-Knox Park, will serve as inspirational references for the artwork.



2. QUALIFICATIONS

Eligibility

To qualify to apply for this project you must be a working artist with a residence and/or studio in one of the Bay Area Counties and must have examples of completed exterior sculpture projects of at least \$75,000.

Ineligibility

Employees of the City of Richmond, relatives of current Richmond Arts and Culture Commissioners, or any City of Richmond elected or appointed official, are not able to apply due to possible conflicts of interest.



Santa Fe Ferry Line – Miller Knox Park

3. RPQ/RFP SCHEDULE - IMPORTANT DATES:

Date	Activity
October 2, 2024	RFQ Deadline – Online Electronic Panel Review
October 9, 2024	Selection Panel 2-3 RFP Semi-Finalists
October 31, 2024	Semi-Finalist Deliver Hard Presentation Boards
November 6, 2024	Art Panel Interview Select 3 Semi-Finalists
December 2024	City Council approves Finalist
January 2025	Contract Prep
April 2025	½ complete Fabrication
June 2025	Artwork Installed

*Some dates may be subject to change.

The City of Richmond has the right to change this opportunity at any time. For more information on the history of the Richmond Arts and Culture Commission and the Public Art program, please go to: www.ci.richmond.ca.us/2064/Arts-Culture.

4. SELECTION PROCESS AND PROPOSAL EVALUATION

A Selection Panel of Richmond residents, art professionals, the tenant and owner, RACC members, and city staff will review all Requests for Qualifications (RFQ) and Requests for Proposal (RFP) applications and may identify three semi-finalist projects to invite to further develop their proposed concept design. A total of \$2,000 will be paid to each of three semi-finalists for submitted maquettes and completed interviews.

All applications shall be reviewed to verify that the Respondent has met the minimum requirements. Applications that have not complied with requirements, do not meet minimum content and quality standards, or take unacceptable exceptions to the General Terms and Conditions of the Service Agreement, will be eliminated from further consideration.

The top candidates may then be invited to make a presentation to the Selection Panel in a City Office in Richmond, California, at no cost to the City. The selected proposal shall provide the most cost-effective approach that meets the City’s requirements. The lowest price proposal will not necessarily be selected.

Applications and preliminary concept design sketch proposals will be reviewed by the Selection Panel, RACC/PAAC members, and City staff. Recommendations will be based on the clarity of the proposal, the benefit to the community or exhibit location, and the durability of the public artwork. As part of the contract, a fully developed art concept design, scope of services, schedule, and an all-inclusive budget not to exceed \$200,000 must be submitted to RACC for final City Council approval. The best candidates will score 5 in each category for a maximum of 20 points.

The criteria upon which the evaluation of the proposals will be based includes, but is not limited to, the following:

- The thematic direction must compliment and help establish a sense of place.
- Artists must provide the necessary materials and/or equipment and be capable of delivering and installing the artwork.
- The art budget must be all-inclusive: administrative expenses, concept design, design drawings, fabrication, installation, etc.
- Staff dedicated to this project will include (list names and attach resumes).

Score Range

5 = highly qualified 3 = minimally qualified 1 = not a good match

Award - When the Selection Panel has completed its work, RACC/City staff will recommend an artist and/or artist team to the City Manager and City Council for approval. The services provided by the successful bidder shall be governed by a Standard Services Agreement (Attachment B).

If the City cannot successfully negotiate a contract with the highest ranked respondent, the City may begin negotiations with the second highest ranked respondent. The City reserves the right to reject any or all proposals, or to make no award. The City also reserves the right to require modifications follow-up with requests for additional information, including, but not limited to, follow-up interviews. The City may request Best and Final offers based upon improved understanding of the vendor or changed scope of service. The City will negotiate with that vendor to determine final pricing, and contract form. Because this proposal is negotiable, all pricing data will remain confidential until after award is made, and there will be no public opening and reading of Proposals. Overall responsiveness to the RFQ/RFP is an important factor in the selection process.

The Richmond Arts and Culture Commission (RACC/PAAC) will provide administrative services for this project including managing the artist solicitation, selection process, and art contract services.

5. RFQ/RFP FORMAT GUIDELINES

A. Request for Qualifications (RFQ) Preliminary review of all applications.

- Include no more than five jpeg images of completed projects of similar size, materials, value and answer all other listed questions. No Stipend
- Include a sketch and statement of your preliminary sculpture design solution. If selected, a more detailed sketch and model will be requested.

B. Request for Proposals (RFP) Only for the Top Three Semi-Finalists:

If selected as a RFP Semi-Finalist, and for a concept design fee stipend of \$2,000, the City of Richmond requests the following:

- A tri-fold foam core presentation board(s) of the concept design.
- Pictures of all parts of the hard concept design submittal boards on a Flash Drive.
- A 3-D or wax model maquette.
- If selected as a RFP Semi-Finalist, and for a concept design fee stipend of \$2,000, you will be required to submit a sketch, maquette, a W-9 form, and a City of Richmond Vendor Supplemental Form. You can download a current W-9 form here: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
- The design boards and maquettes will become property of the City of Richmond. All boards along with a Flash Drive, will be delivered to the Arts and Culture Division Office, located at the Port of Richmond Administration Building, 1322 Canal Blvd.
 - Label the front of each board with “IMTT,” title, and/or thematic summary.
 - Label the back of each board with your name, email address, and phone number.
 - **There are no architectural drawings available for this project.**
- The Concept Design Storyboard should include; Thematic Direction (statement or message), art materials, art project budget, schedule, and scope of services per team member.
- There is one art location. The selected artist will retain copyright ownership of the artwork unless the nature of the artwork prevents it, or they choose to donate the artwork to the City of Richmond. The physical artwork must be appropriate for the city’s weather conditions. The location is a publicly visible, approved private property in an ADA-accessible public area.
- The RFP presentation documents deliverable deadline is October 31, 2024, no later than 3:00 p.m. As part of the selection process, the IMTT staff, RACC members, community members and non-voting City of Richmond staff will have an opportunity to view the final art commission concept designs, In Person.

The proposal should be concise, well organized, and demonstrate the proposer's qualifications and experience applicable to the Project. The complete proposal shall be limited to 20 double-sided pages (8.5 inches x 11 inches), inclusive of graphics, forms, pictures, photographs, resumes, required forms, certifications, front and back covers, or letters of commitment from sub-contractors. The required font size is 12 points, with minimum left and right margins of one inch, and top and bottom margins of 0.7 inches.

Each proposal will adhere to the order and content of sections listed below. The proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the concept design. Proposals which appear unrealistic in the terms of technical commitments, lack of technical experience or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected. The following proposal sections are to be included in the artist's response:

C. RFQ Cover Letter

A cover letter, not to exceed three pages in length, should summarize key elements of the proposal and shall:

- Confirm that all elements of this RFQ/RFP have been reviewed and understood.
- Include a written description of the art sculpture concept design.
- Express artist's willingness to enter into an agreement under the terms and conditions prescribed by this RFQ/RFP, insurance requirements (Attachment A) and in the sample Service Agreement (Attachment B).
- Submit a written description and brief history of the company/artists experiences, qualifications and successes in providing professional art commission services described herein. Please indicate the number of employees and/or sub-contractors employed by this project.
- Indicate the address and telephone number of the lead artist office located nearest to Richmond, California and the office from which the project will be managed.
- Confirm that artist has a minimum of five (5) years verifiable experience designing with examples of large-scale sculpture installations.
- Identify a single person for contact during the RFQ/RFP review process; and
- Submit a cover letter that shall be signed by an authorized official of the company.

D. Background and Project Summary Section

The Background and Project Summary Section should describe your understanding of the City of Richmond, the work to be done, and the objectives to be accomplished. Refer to description of services for this RFQ/RFP. Include a rough sketch of your vision for the 17' x 17' area that tells a "Richmond Story" or a story related to IMTT industry.

Deliverables:

- 1) Submit completed vendor documents and proposal.
- 2) Cover letter explaining your sculpture solution for this unique space on private property.
- 3) Submit a sketch of mural concept using the photo shop or some method to demonstrate a proposed concept sculpture design.
- 4) Submit no more than five photo examples of completed sculpture projects of similar size, scope and value (budget) and thematic direction.
- 5) Preliminary Budget and Milestone Schedule.

E. Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Services of this RFP. The Methodology Section should include:

- An implementation plan that describes in detail:
 - i. The methods, including controls by which your firm manages projects of the type sought by this RFP and the method used to research Richmond historical concept images.
 - ii. Include methodology for soliciting and documenting input from internal and external stakeholders.
 - iii. Any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
- Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Services" section.
- Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion. Installation method for large-scale sculpture. i.e. how deep will you need footers to be?
- Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Services.

F. Qualifying

The information requested in this section should describe the qualifications of the firm, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

- 1)** Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of service.
- 2)** A summary of your firm's demonstrated capability, including length of time that your firm has provided the services being requested in this RFQ/RFP.

3) Provide at least three (3) references that received similar services from your firm. The City of Richmond reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- a) Client Name
- b) Telephone & e-mail address.
- c) Physical business/art studio address.
- d) Description of services provided including contract amount.
- e) Project start and end dates.

G. Cost Information

Provide the total direct and indirect costs to complete all tasks identified in the scope of services. Even if the method of payment to proposer will be fixed fee, a detailed cost breakdown shall be provided identifying: (1) the number of staff hours and hourly rates for each professional and administrative staff person who will be committed to this Project; (2) all other direct costs, such as materials and reproduction costs; and (3) sub-contractor services, if needed. These rates will also be used to negotiate rates for other projects (including optional tasks) that may be assigned. No additional funds will be paid above and beyond the original quote given by the selected applicant.

Proposers will be paid at the same rates set forth in their cost proposal unless further negotiated in writing and agreed to by the City of Richmond.

H. Value Added Services

Please provide any additional services of benefit not specifically required herein, which the Respondent offers to provide.

I. Contractor Assignment of Sub-Contract

The resulting contract shall not be assigned, transferred, or sublet, in whole or in part, without the prior written approval of the City of Richmond. If Proposers intend to subcontract any portion of the resulting contract, they must describe their process for selecting such subcontractor(s) and the quality control measures that the Proposer will employ to ensure that any subcontractor complies with the provisions of Proposer's contract with the City.

J. Previous Contracts with the City of Richmond

The proposer shall submit a list which indicates all prime contracts and/or amendments awarded to the proposer by the City of Richmond for the last three (3) years. The list shall include a short description of the Project, the Project scope of work, award date, completion date, name of City of Richmond's assigned Project Manager, and contract value.

K. Exceptions to this Request for Proposals

The proposer shall state whether it takes exception(s) to this RFQ/RFP, including but not limited to the City of Richmond's Standard Services Agreement – RFP (Attachment B). If the proposer does take exception(s) to any portion of the RFP or contract, the specific portion to which exception(s) is taken must be identified by section number and explained. Requests for changes or additions to sections of City of Richmond's Standard Services Agreement must be shown by requesting deletion of specific words and/or by providing new requested contract language. Requests for complete replacement of the City of Richmond's Standard Services Agreement for another contract will not be granted. Failure to make exceptions to the RFP or Standard Services Agreement within the proposal will be deemed a waiver of any objection. Exceptions will be considered during the proposal evaluation process.

L. Statement of Impartiality and Disclosure

The nature of this Project requires an impartial unbiased approach on the part of the proposer's team. This proposal shall include a statement declaring that the proposer's and sub-contractors are not currently, and will not, during the performance of these services, participate in any other similar work involving a third-party with interests currently in conflict or likely to be in conflict with City of Richmond's interests. Additionally, the proposer is required to disclose any pending or active investigations or litigation that may affect the reputation or ability of the proposer to carry out the Project.

6. THINGS TO CONSIDER:

Please note that if your proposal is selected, you will be required to comply with additional requests for information and/or documents prior to receiving funding, including but not limited to:

- A.** A City of Richmond business license (may be a line item in your proposed budget) is required if selected as finalist. For more information on the business license visit <https://etrakit.ci.richmond.ca.us/login.aspx?lt=either&rd=~//BusinessApplication/confiramation.aspx>
- B.** A Tax Form W9: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
- C.** Proof of commercial level insurance for any paid artists (including Sub-Contractors) working on this project.
- D.** Invoices from artist to the City of Richmond requesting milestone payments after work is completed per milestone. An example of the payment schedule includes:
 - a.** 10% Concept Design
 - b.** 10% Design Drawings – CA State Certified Structural Engineer
 - c.** 20% Start Fabrication
 - d.** 30% ½ Complete Fabrication
 - e.** 10% 100% Complete Fabrication

- f. 10% Installation Complete
- g. 10% Project Acceptance by RACC

- E. All awarded candidates will be assigned a RACC liaison, who will be available to assist and support you through the duration of a successful public art project.
- F. Any artist who receives awarded funds but is unable to provide evidence of completion of milestones (Install and 100% complete) will be asked to return the funds that have been received.
- G. Some trades may require California State License Board certification for contracts.

7. PROCESS FOR SUBMITTING PROPOSALS

Any party submitting a proposal shall not contact or lobby any City Council member, City official, RACC member, employee (except those specified for contact) or agent regarding the RFQ/RFP. Any party attempting to influence or circumvent the RFQ/RFP, bid submittal, and review process may have their proposal rejected for violating this provision of the RFP.

Interested parties may download copies of the above-mentioned proposal by visiting the City's web site, www.ci.richmond.ca.us/bids. To download RFQ/RFP, new vendors will be required to register. Once the vendor downloads any documents relative to a solicitation, that vendor's name will appear on the Prospective Bidders list for that project and will receive any addenda or notifications relating to the RFQ/RFP.

A. Submission of Proposals

- a. The proposal and any required certifications shall be signed by an individual or individuals authorized to execute legal documents on behalf of the proposer.
- b. Electronic Proposals shall be submitted via the City's secure online bidding system. All required sections of the proposal must be submitted via the website. Contractor is solely responsible for "on time" submission of their electronic proposal. The Bid Management System will not accept late proposals, and no exceptions shall be made. Contractors will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those proposals that were transmitted successfully.
- c. The proposal must be received no later than 3:00 p.m. pst., October 2, 2024.
- d. The City of Richmond reserves the right to waive inconsequential irregularities.

B. Questions Concerning Request for Proposals

All questions must be submitted via the electronic BidsOnline system on the Q&A tab by 3:00 pm PST, on September 23, 2024. If the City finds it necessary to issue an addendum, prospective Offerors will receive e-mail notification of addendum. Otherwise, answers to questions received will be provided on the Q&A tab and notification will be sent by September 26, 2024. It is the proposer's responsibility to periodically check the BidsOnline website www.ci.richmond.ca.us/bids for any possible Addenda to the RFQ/RFP that may have been posted.

8. GENERAL GUIDELINES

This RFP does not commit the City of Richmond to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFQ/RFP, or to procure or contract for work. The City of Richmond may reject a proposal without providing the reason(s) underlying the decline. A failure to award a contract to the proposer with the lowest cost proposal shall not constitute a valid cause of action against the City of Richmond. The City shall not be responsible for work done, even in good faith, prior to final approval of the proposed contract. The City may investigate the qualifications of any respondent under consideration, require confirmation of information furnished by the respondent, and require additional evidence or qualifications to perform the Services described in this RFQ/RFP.

A. The City reserves the right to:

1. Reject any or all proposals.
2. Issue subsequent Requests for Proposal.
3. Postpone opening for its own convenience.
4. Remedy technical errors in the Request for Proposal process.
5. Negotiate with any, all, or none of the Respondents.
6. Solicit best and final offers from all or some of the Respondents.
7. Select one or more Respondents.
8. Accept other than the lowest proposed fees.
9. Waive informalities and irregularities in proposals.

B. Public Records

All proposals submitted in response to this RFQ/RFP become the property of the City of Richmond and public records and, as such, may be subject to public review. Documents protected by law from public disclosure will not be disclosed by the City of Richmond if clearly marked with the word "confidential" on each applicable page. Trade secrets may be marked as confidential only to the extent they meet the requirements of California Government Code section 6254.7. Only information claimed to be a trade secret at the time of submittal to the City of Richmond and marked as "confidential" will be treated as a trade secret.

C. Insurance Requirements

The City of Richmond requires consultants doing business with it to obtain insurance, as shown in RFP Attachment A. The required insurance certificates must comply with all requirements of the standards as shown and must be provided within fifteen (15) days of issuance of the Notice of Intent to Award and prior to the commencement of any work on the Project. For more detail refer to the “Standard Draft Contract” at the end of this document.

D. Business Licenses

The successful Contractor and all subcontractors used in the work will be required to hold or to obtain a City of Richmond business license for which the fee will not be waived.

E. Compliance with City Ordinances

The contractor and all subcontractors shall comply with the City of Richmond Nondiscrimination Clauses in City Contracts Ordinance ([Richmond Municipal Code \(RMC\) Chapter 2.28](#)), Business Opportunity Ordinance ([RMC Chapter 2.50](#)), Local Employment Program Ordinance ([RMC Chapter 2.56](#)), Living Wage Ordinance ([RMC Chapter 2.60](#)) and Ordinance Banning the Requirement to Provide Information of Prior Criminal Convictions on all Employment Applications (“Ban the Box”) ([RMC Chapter 2.65](#)), which are incorporated into the Contract Documents by this reference.

F. Arts and Culture Ordinances, Art Policies and Art Procedures

The following Arts and Culture Ordinances, Policies and Procedures documents were adopted on May 4th and May 18, 2021.

- [RMC 3.59 Arts and Culture Commission \(Amended 5/18/2021\)](#)
- [RMC 6.50 Public Art Program \(Adopted 5/18/2021\)](#)
- [Public Art Policies and Procedures v2 \(Adopted 5/4/2021\)](#)

G. Sanctuary City Contracting Ordinance (SCCO)

The Richmond Sanctuary City Contracting Ordinance No. 12-18 (Attachment D) 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 United States Department of Homeland Security (“ICE”). Proposers must submit the attached Sanctuary City Compliance

Statement with their Proposal. (Attachment C)

H. Limited Liability Company Disclosure Statement (LLCS)

Resolution No. 86-21 (Attachment E), approved by City Council on July 6, 2021, requires disclosure of the identities of beneficial & responsible owners of Limited Liability Corporations (LLC). Proposers must submit the attached Disclosure Statement of Limited Liability Companies Form with their Proposal (Attachment F)

I. Withdrawal of Proposals

A respondent may withdraw their proposal before the expiration of the time for submission of proposals by delivering to the Finance Department a written request for withdrawal signed by, or on behalf of, the respondent.

J. Ownership of Documents

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials produced for the Project shall be the sole and exclusive property of the City. No such materials or properties produced in whole or in part for the Project shall be subject to private use, copyrights or patent rights by Respondent in the United States or in any other country without the express written consent of the City. The City shall have unrestricted authority to publish, disclose (except as may be limited by the provisions of the Public Records Act), distribute, and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced for this project.

K. Attachments

- 1) Insurance Requirements
- 2) Standard Contract
- 3) Sanctuary City Compliance Statement
- 4) Sanctuary City Contracting Ordinance No. 12-18
- 5) Limited Liability Corporation (LLC) Resolution No. 86-21
- 6) Limited Liability Corporation Form

[130- Arts-and-Culture-Element \(richmond.ca.us\)](https://www.ci.richmond.ca.us/DocumentCenter/View/67481/Richmond_PAMP_Fin_al_083023)

https://www.ci.richmond.ca.us/DocumentCenter/View/67481/Richmond_PAMP_Fin_al_083023

9. COMPANY BACKGROUND

Introduction to IMTT

Established in 1939, International-Matex Tank Terminals LLC (IMTT) is an industry leader in the storage and handling of a wide variety of liquid products, catering to a diverse customer base that includes refiners, commodity traders, chemical manufacturers, and distributors. IMTT operates 11 terminals across North America and has total storage capacity of approximately 41 million barrels.

In 1996, IMTT purchased the Richmond, CA terminal location from Texaco, Inc, who built the terminal in the mid-1950's. The terminal, located between Cutting Blvd and the Santa Fe Channel, can receive products via marine vessel, rail car, and tanker truck. Historically, the terminal handled mostly petroleum and petrochemical products. Since IMTT's acquisition, there has been a shift away from petroleum products and today the terminal now also stores food grade wax, caustic soda, and biodiesel.

One of IMTT's core values is our Greener and Cleaner business strategy. We are committed to addressing our role in global decarbonization by reducing carbon emissions across existing assets, investing in low-carbon intensity growth opportunities, and transitioning our historical business into a greener, cleaner one. In line with this business strategy, the IMTT Richmond terminal will undertake a significant expansion into the renewable fuels market in 2024, with the construction of new tanks and loading/unloading infrastructure for ethanol and renewable diesel.

Area History

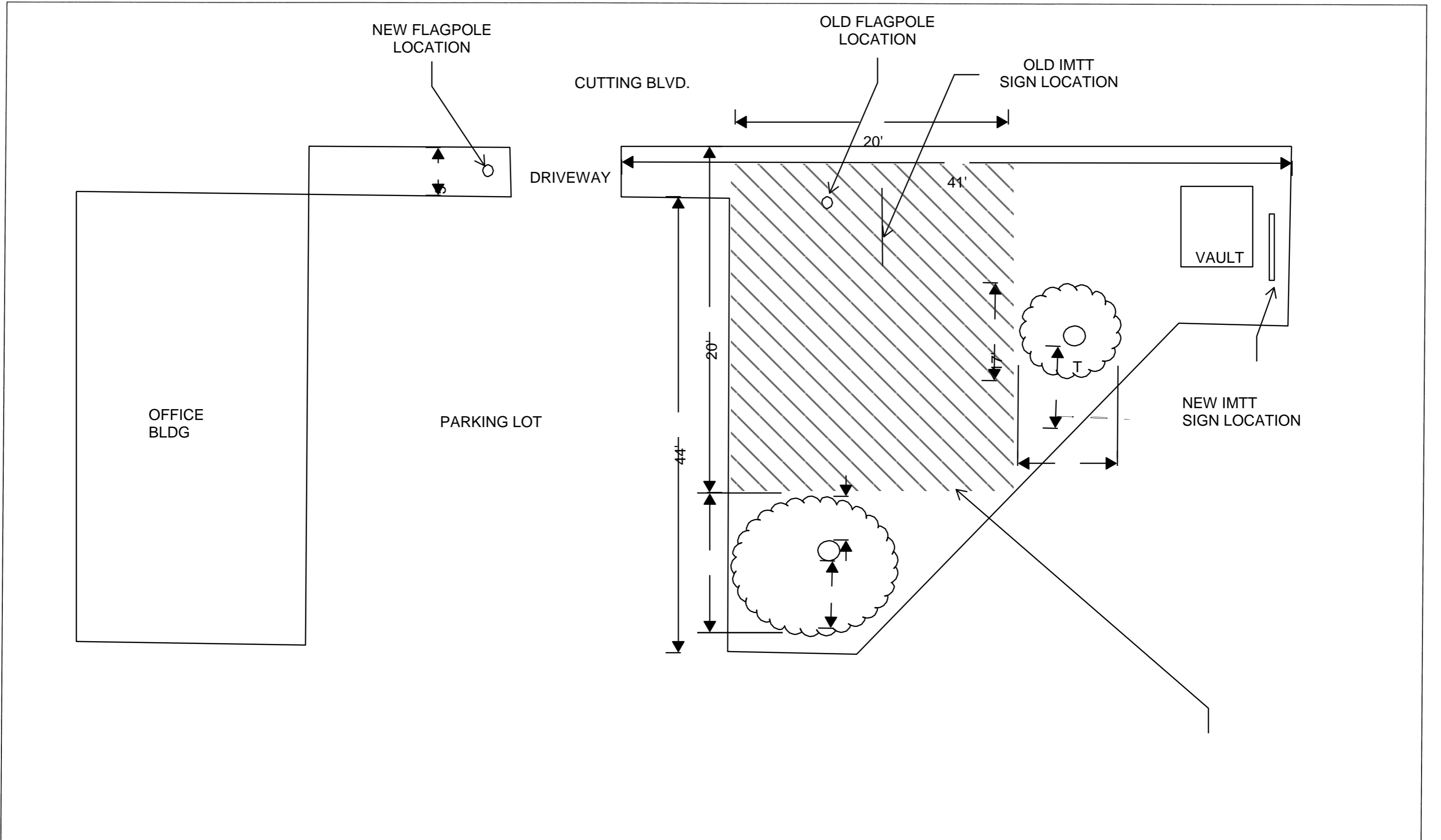
In 1918, construction of Richmond's inner harbor began. The Ellis Canal, west of Ellis Landing underwent dramatic changes during this development. The canal, renamed the Santa Fe Channel, was dredged and deepened to allow for a safe and ample maritime corridor (National Park Service, 2010a). By 1925, the materials dredged from the channel had been used to create 210 acres of land that did not previously exist, including the land upon which the present project area sits (Bastin 2003). The first known industrial property on the present project area was Richmond Machine & Boiler Works, located immediately west of the 3rd Street Canal, near the southern point of the project area (Sanborn Map Company 1916). Industrial Richmond felt less impacts than other surrounding areas during the Great Depression. The opening of the Filice and Perelli Cannery and the Ford Motor Company Assembly Plant in the midst of the Depression created manufacturing jobs that kept the city's population employed (Boyle 1987; Bastin 2003).

Though the city made great strides in its development throughout the early 20th century, it was not until the onset of World War II that Richmond saw a significant increase in single family residential, multi-family, commercial, institutional and public works development to support the war effort and the workers who now resided near the harbor (Butt 2016). Henry J. Kaiser understood the importance of Richmond's geographical position and industrial infrastructure and how it could benefit the war effort. At the onset of US involvement in the war, the Kaiser Corporation constructed four shipyards within the

Richmond Harbor (Veronico 2007). The manufacturing jobs created triggered a massive jump in population and associated worker housing and required further modifications to the harbor. The construction of Shipyard Three, beginning in January 1942, involved the grading of a portion of the Potrero at Potrero Point that resulted in the movement of over 2.2 million cubic yards of earth, much of which was used as fill to create the storage areas on the west side and the parking areas on the east (Goldenberg and Stock 1999). From aerial imagery, the present project area appears to have been used as parking and additional storage during the war time effort (HistoricAerials.com 1946). The closed Winehaven property was appropriated by the United States Navy and enlisted as a naval fuel depot (Winehaven Historical Study Committee 1976).

Where much of the rest of the nation saw an economic boom following the war, Richmond fell on hard times, as the massive employment spike that led to the wartime boom had suddenly evaporated following the war effort (Bastin 2003). Many of the temporary housing projects developed to house workers during the war were razed and rezoned to support additional industrial real estate. The city saw major demographic shifts during the war time effort, going from a majority Italian American population to a much more diverse population that included a larger number of African American, Latino and Asian residents who served their country both on the front lines and the home front. On October 24, 2000, Congress authorized Rosie the Riveter/World War II Home Front National Historical Park as an addition to the National Park System (National Park Service 2010b).

<https://www.ci.richmond.ca.us/DocumentCenter/View/69087/Public-Art-Installation-Site>



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Project: VESTIBULE PROJECT, 100 CUTTING BLVD. RICHMOND, CA 94804. ELECTRICAL PLAN - MAIN AREA (1/16/2022)

**CITY OF RICHMOND
STANDARD CONTRACT**

Department: ED Arts and Culture	Project Manager: Winifred Day
Project Manager E-mail:	Project Manager Phone No:
PR No: Vendor No:	P.O./Contract No:
Description of Services:	

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

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

Company Name:

Street Address:

City, State, Zip Code:

Contact Person:

Telephone:

Email:

Business License No:

/ Expiration Date:

A California corporation, limited liability corporation general partnership,
 limited partnership, individual, non-profit corporation,

individual dba as [specify:] _____,

other [specify:] _____

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

is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

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

CITY OF RICHMOND
a municipal corporation

By:

Title:

I hereby certify that this Contract

: has been approved by City Council.

By

:

City

CONTRACTOR:

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

By:

Title

Date Signed:

Clerk

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

Approved as to form:

By: _____
City Attorney

By: _____

Title: _____

Date Signed: _____

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

LIST OF ATTACHMENTS:

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

Standard Contract/EJ/TE 9-26-07

**EXHIBIT A
SERVICE PLAN**

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

DRAFT

**EXHIBIT B
PAYMENT PROVISIONS**

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

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

Attention: City of Richmond, Finance Department - Accounts Payable
Project Manager: Winifred Day Department: ED Arts and Culture

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

EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES

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

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

Winifred Day

City of Richmond

Richmond, CA 94804-0046

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

EXHIBIT D
GENERAL ONDITIONS

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

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

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

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

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

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

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

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

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

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

Contractor shall permit City and its authorized representatives and accountants to inspect, examine and copy Contractor's books, records, accounts, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the project or services set forth in Exhibit A, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this Contract and shall provide such assistance as may be reasonably required in the course of such inspection. Contractor shall also allow City access to the record keeping and accounting personnel of Contractor.

City further reserves the right to examine and re-examine said books, records, accounts, and data during the five (5) year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for five (5) years after the termination of this Contract.

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

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

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

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

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

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

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

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

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

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

15. Indemnification.

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

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

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

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

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

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

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

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

Contractor acknowledges that the City's Drug Free Workplace Policy, Violence in the Workplace Policy and the Policy Against Workplace Harassment, are available on the City's website at

<http://www.ci.richmond.ca.us/workplacepolicies> . Contractor agrees to abide by the terms and conditions of said policies.

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

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

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

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

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

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

25. Exhibits. All Exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit A which does not pertain to the project description, proposal, scope of services, or method of compensation (as applicable) , or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Contract.
26. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by reason of acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations enacted after the date of this Contract, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency or other reasons of a like nature not within the reasonable control of such party.
27. Time of the Essence. Time is of the essence of this Contract. Contractor and City agree that any time period set forth in Exhibit A represents their best estimates with respect to completion dates and both Contractor and City acknowledge that departures from the schedule may occur. Therefore, both Contractor and City will use reasonable efforts to notify one another of changes to the schedule. Contractor shall not be responsible for performance delays caused by others, or delays beyond Contractor's control, and such delays shall extend the times for performance of Contractor's work.
28. Confidentiality. Contractor agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting confidentially, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

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

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

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

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

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

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

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

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

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

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

EXHIBIT E
SPECIAL CONDITIONS

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

DRAFT

For the Contract between the City of
Richmond and

EXHIBIT F
INSURANCE PROVISIONS

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