

**CITY OF RICHMOND  
STANDARD CONTRACT**

Department:	City Project Manager:
City Project Manager E-mail:	City Project Manager Phone No:
Vendor No:	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, a municipal corporation (“the City”), and the following named Contractor:

Contractor Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Business License No: \_\_\_\_\_

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 terminates \_\_\_\_\_ unless terminated earlier as set forth herein.

3. **Payment Limit.** City’s total payments to Contractor under this Contract shall not exceed \$\_\_\_\_\_ (“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 \_\_\_\_\_ total compensation shall not exceed \$\_\_\_\_\_

FY \_\_\_\_\_ total compensation shall not exceed \$\_\_\_\_\_

FY \_\_\_\_\_ total compensation shall not exceed \$\_\_\_\_\_

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 the Service Plan set forth in Exhibit A, 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. Sanctuary City Compliance Statement. This Contract is subject to the Sanctuary City Compliance Statement (Exhibit G), which is attached hereto and incorporated herein.
11. Signatures. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND,  
a municipal corporation

\_\_\_\_\_  
[BUSINESS NAME]

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

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

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

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

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

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

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

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

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

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

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

City Clerk

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

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

Approved as to form:

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

City Attorney

(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 Chief Financial Officer or Assistant Treasurer, or Secretary or Assistant Secretary)

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: \_\_\_\_\_

For the Contract between the City of  
Richmond and

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**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]:

April 2, 2026

Tawfic Halaby  
Deputy Director of Public Works  
City of Richmond  
450 Civic Center Plaza, Richmond, CA 94804  
[Tawfic\\_Halaby@ci.richmond.ca.us](mailto:Tawfic_Halaby@ci.richmond.ca.us)

**Subject: Scope of Services – Wastewater and Stormwater Regulatory Assistance (April 22, 2026 to April 21, 2029)**

Dear Mr. Halaby,

Larry Walker Associates (LWA) is providing this letter proposal to describe the wastewater and stormwater regulatory assistance that will be provided to the City of Richmond (City) during the next three years. Assistance will include addressing Richmond-specific issues that may arise during the 2028 NPDES permit renewal application, providing advice on regulatory compliance concerns, preparing and/or reviewing technical reports, implementing pretreatment program requirements, and implementing stormwater program requirements. LWA has provided wastewater and stormwater regulatory assistance to the City since 2009 and is deeply familiar with the City's wastewater and stormwater regulatory requirements.

The types of activities that LWA may provide to the City over the contract period are described below. Any on-call assistance task, if requested, will be developed with input from the City staff. The cost to provide these services will not exceed \$806,400, over the course of the contract, expected from April 22, 2026, to April 21, 2029.

Wastewater Regulatory Assistance

*Anticipated, fixed cost tasks*

- Prepare a **Local Limits Update Report**. Per the City's NPDES permit, in 2024-2025 LWA conducted an evaluation of the City's local limits. Under this proposed task, LWA will assist the City in implementing recommendations from the 2025 Evaluation and prepare a Local Limits Update Report. The Evaluation recommended that the City eliminate local limits for several constituents, collect additional data for others in order to be able to conduct headworks loading analyses and determine if local limits are needed, and reassess the existing local limits for BOD and TSS at a later date to account for potential reductions from recent improvements at the WWTP. Under this task, LWA would prepare a Local Limits Update Report for submittal to the Regional and State Water Boards, address potential comments from these regulatory agencies, and support City staff in amending the local limits in the Richmond Municipal Code .
- Prepare the NPDES permit renewal packet (also known as a **Report of Waste Discharge** or ROWD), cover letter, and technical analyses that may be required for the renewal of the Richmond's WPCP NPDES permit. The assistance will include communications with the Regional Water Quality Control Board to address any Richmond WPCP-related concerns that may arise during permit reissuance process. The joint City of Richmond-West County Wastewater (WCW) permit expires July 31, 2029; the ROWD is due by October 1, 2028. It is anticipated that LWA will work with West County Wastewater (under a separate contract) throughout the permit renewal process.

- Attend Bay Area Clean Water Agencies Association (BACWA) Committee meetings and provide meeting notes with **regulatory updates relevant to City wastewater operations**. The number of meetings varies per year, but it's usually 6-8 meetings, depending on the regulatory agencies' priority issues in any given year such as nutrients removal, biosolids disposal, collection systems management, etc.

#### *On-call tasks*

If requested, and under the direction of City staff, LWA is prepared to assist with the following tasks. In the past, we have assisted with these items when the City was undergoing staffing challenges, or when technical assistance and support was needed for highly specialized regulatory reports or submittals requested by regulatory agencies.

- Assist with **regulatory reporting for potential sanitary sewer overflows** (SSOs) from the City's collection system and continued compliance with the 2022 State Water Resources Control Board Sanitary Sewer System Waste Discharge Requirements (SSS WDR).
- Assist in other SSS WDR tasks such as annual reports, internal audits, and updates to the City's **Sewer System Management Plan** (SSMP).
- Provide **on-call regulatory compliance advice** related to source control, wastewater collection, wastewater treatment, and wastewater disposal activities.
- Assist with **pretreatment program compliance** activities. This assistance may include performing onsite inspections of commercial and industrial users, documenting inspection results, discussing follow-up actions with City staff, responding to EPA inspections or audits, revising the City's Local Limits, updating program documents and templates, and assisting with preparation of semi-annual and annual pretreatment program reports.
- Assist in preparation of or conduct peer review of **NPDES permit compliance reports**.
- Review potential **enforcement actions** issued to the City for lapses in wastewater compliance and help the City prepare responses, negotiate penalties, and/or develop compliance tasks for compliance with Regional Water Board or with other legally-mandated requirements.

#### Stormwater Regulatory Assistance

##### *Anticipated, fixed cost tasks*

- Assist with the **Municipal Regional Stormwater Permit (MRP) annual reporting**, including the supplemental trash reduction report, asset management reporting, cost reporting, and other documents required by the MRP. The Annual Report for activities conducted during the fiscal year is due by September 30<sup>th</sup> of each year.
- Assist in **implementation of the City's Updated Trash Load Reduction Plan** (where by the City is required to achieve a 100% trash load reduction in stormwater) and **requirements of the December 2025 Cease and Desist Order** (CDO, Order No. R2-2025-0032) by conducting the following tasks:
  - Assessment of trash load reductions through On-land Visual Trash Assessments (OVTAs). Assessments include 1-4 rounds of OVTAs per year, including preparation and coordination support tasks.
  - Management of PLDA Inspection Program, including site verifications, coordination with property owners, follow up inspections, and other support tasks.
  - Evaluation of institutional control measures, including adaptive management of street sweeping program, OVTAs, and small trash capture device installations.

##### *On-call tasks*

If requested, and under the direction of City staff, LWA is prepared to assist with the following stormwater tasks. As with on-call wastewater tasks, LWA provided assistance with these items in the past when the City

was undergoing staffing challenges, or when technical assistance and support was needed for highly specialized regulatory reports or submittals requested by the Regional or State Water Boards.

- Assist with **other trash-related tasks** such as CALTRANS CIA Grant Coordination, Trash Capture Device O&M evaluation, coordination with EarthTeam, and response to Regional Water Board requests.
- Perform **inspections** of construction sites, green stormwater infrastructure facilities, or at municipal, commercial, and industrial facilities
- Assist with other aspects of the **MRP regulatory provisions** (aside from trash reduction)
- Assist in MRP **Permit negotiations**
- Participate in meetings of the **Contra Costa County Watershed Program**.
- Review potential **enforcement actions** issued to the City for lapses in stormwater compliance and help the City prepare responses, negotiate penalties, and/or develop compliance tasks for compliance with Regional Water Board or with other legally-mandated requirements.

Project Management

Activities under this task include project coordination, contract administration, budget review, and participation in project status meetings, if needed. All meetings would be coordinated through conference calls. LWA will provide sufficient project management to ensure that the work is completed on time and consistent with the scope noted above. Monthly invoices will be provided to the City.

Cost Estimate

The cost estimate by task for the duration of the contract is organized by fiscal year in the table below. Costs are based on LWA’s current Rate Schedule (in effect through June 30, 2026) and include an assumed 3% rate increase from year to year. The current Rate Schedule is attached for your information.

<b>Cost Estimate for Wastewater and Stormwater Regulatory Assistance</b>				
<b>Task</b>	<b>FY 25/26<sup>1</sup></b>	<b>FY 26/27</b>	<b>FY 27/28</b>	<b>FY 28/29<sup>2</sup></b>
<b>Wastewater Regulatory Assistance</b>				
Local Limits Update Report		\$30,000 <sup>2</sup>		
Report of Waste Discharge				\$25,000
BACWA meetings regulatory updates	\$300	\$2,000	\$2,100	\$2,000
On-call Wastewater Assistance	\$5,000	\$20,000	\$21,000	\$20,000
<b>Subtotal Wastewater</b>	<b>\$5,300</b>	<b>\$52,000</b>	<b>\$23,100</b>	<b>\$47,000</b>
<b>Stormwater Regulatory Assistance</b>				
MRP Annual Report		\$35,000	\$27,000	\$35,000
Trash Reduction Plan and CDO Compliance	\$36,500	\$162,000 <sup>4</sup>	\$89,000	\$89,000
On-call Stormwater Assistance	\$10,000	\$50,000	\$51,000	\$50,000
<b>Subtotal Stormwater</b>	<b>\$46,500</b>	<b>\$247,000</b>	<b>\$167,000</b>	<b>\$174,000</b>
Project Management	\$3,500	\$17,500	\$11,500	\$12,000
<b>Total</b>	<b>\$55,300</b>	<b>\$316,500</b>	<b>\$201,600</b>	<b>\$233,000</b>

1. Assumes contract start date of April 22, 2026
2. Assumes contract end date of April 21, 2029
3. Does not include sampling and analytical costs (assumed to be performed by City staff).
4. Trash reduction tasks in FY 26/27 are more involved, to catch up on activities not performed during the previous fiscal year due to contracting delays.

Under this contract, LWA will provide permit compliance and regulatory program advice to the City. The City is responsible for making program decisions and submitting the data/reports required to comply with permit terms and regulations. Please to contact me at 510-883-9873 or [alinac@lwa.com](mailto:alinac@lwa.com) if you have any questions.

Sincerely,



Alina Constantinescu, Senior Engineer  
Larry Walker Associates, Inc.

Enclosure: LWA Rate Schedule

Cc: Bradley Harms, City of Richmond



LARRY WALKER ASSOCIATES, INC.

Rate Sheet Effective July 1, 2025 – June 30, 2026

TITLE	HOURLY RATE
Administrative	\$82
Contract Administrator	\$155
AR/AP Manager	\$155
Graphic Designer	\$142
Project Level I-C	\$150
Project Level I-B	\$176
Project Level I-A	\$202
Project Level II-B	\$221
Project Level II-A	\$248
Senior I	\$269
Senior II	\$289
Associate I	\$304
Associate II	\$324
Vice President	\$342
Executive Vice President	\$357
Senior Executive	\$368
President	\$368

REIMBURSABLE COSTS	
<b>Travel</b>	
Local Mileage	Current IRS Rate
Auto Rental	Actual Expense
Room	Actual Expense
Subsistence and Per Diem Meals <sup>(1)</sup>	Current GSA Rate
Breakfast	Current GSA Rate
Lunch	Current GSA Rate
Dinner	Current GSA Rate
Incidentals	Current GSA Rate
<b>Report Reproduction and Copying</b>	
Per Color Copy, In-House	\$0.89
Per Black and White Copy, In-House	\$0.08
Per Binding, In-House	\$1.95
Special Postage and Express Mail	Actual Expense
Third-Party Material Preparation	Actual Expense
Other Direct Costs	Actual Expense
<b>Daily Equipment Rental Rates (Daily Rate)</b>	
Single Parameter Meters & Equipment	\$30.00
Digital Flow Meter	\$60.00
Multi-Parameter Field Meters & Sondes	\$100.00
RTK-GPS, River Surveyor, Tracer Study Equipment	\$250.00
Multi-Parameter Continuous Remote Sensing	\$40.00
Field Rig (Field Vehicle and All Equipment)	\$200.00
<b>Subcontractors</b>	Actual Expense Plus 10% Fee

Contract No: \_\_\_\_\_

For the Contract between the City of  
Richmond and  
\_\_\_\_\_

**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, photocopying, 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: \_\_\_\_\_  
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, \_\_\_\_\_, before payments shall be authorized.
  - a. 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.
  - b. 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.
4. 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  
\_\_\_\_\_

**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; or (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:

\_\_\_\_\_  
City of Richmond

\_\_\_\_\_  
450 Civic Center Plaza

\_\_\_\_\_  
Richmond, CA 94804

Email: \_\_\_\_\_

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

\_\_\_\_\_  
Attn: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

**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,

Contract No: \_\_\_\_\_

For the Contract between the City of  
Richmond and

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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 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.

Contract No: \_\_\_\_\_

For the Contract between the City of  
Richmond and

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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.

**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

Contract No: \_\_\_\_\_

For the Contract between the City of  
Richmond and

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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 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

Contract No: \_\_\_\_\_

For the Contract between the City of  
Richmond and  
\_\_\_\_\_

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 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

Contract No: \_\_\_\_\_

For the Contract between the City of  
Richmond and  
\_\_\_\_\_

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, 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.

Contract No: \_\_\_\_\_

For the Contract between the City of  
Richmond and  
\_\_\_\_\_

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 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

Contract No: \_\_\_\_\_

For the Contract between the City of  
Richmond and

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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 to 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.

**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,

Contract No: \_\_\_\_\_

For the Contract between the City of  
Richmond and  
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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 United States Department of Homeland Security ("ICE"). Contractor must submit the Sanctuary City Compliance Statement, attached hereto as Exhibit G.

Contract No: \_\_\_\_\_

For the Contract between the City of  
Richmond and

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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"):

**EXHIBIT F  
INSURANCE PROVISIONS**

**CHECK HERE IF RISK MANAGEMENT HAS APPROVED WAIVING INSURANCE REQUIREMENTS FOR THIS CONTRACT.**

1. **CERTIFICATES:** 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 coverage requirements set forth by the City and incorporated herein. 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 set forth in Exhibit C 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.

2. **COVERAGE REQUIREMENTS:** The City's insurance requirements depend upon the type of service being provided and/or the provider. The City's insurance requirements will fall into one of the following categories (unless otherwise provided by the City):

Consultants and Contractors – Type 1

Professional Services – Type 2

Environmental Risk/Hazardous Waste Material – Type 3

Lease of City Property – Type 4

Vendors, Suppliers, Small Grant Recipients & Nonprofit Organizations – Type 5

Transportation Providers – Type 6

Professional Services Pyrotechnics – Type 7

Cyber and I.T. Risks – Type 8

Contract No: \_\_\_\_\_

For the Contract between the City of  
Richmond and  
\_\_\_\_\_

The insurance requirements classification applicable to this Contract shall be attached to this Exhibit F and made a part hereof.

3. 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.
4. 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.

**INSERT INSURANCE REQUIREMENTS CLASSIFICATION APPLICABLE TO THIS CONTRACT: (IF NECESSARY, CONFIRM WITH RISK MANAGER)**

Contract No: \_\_\_\_\_

For the Contract between the City  
of Richmond and

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**EXHIBIT G  
SANCTUARY CITY COMPLIANCE STATEMENT**

The undersigned, (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.

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

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

**Business Entity:** \_\_\_\_\_