

REQUEST FOR PROPOSAL

RELOCATION OF THE SS RED OAK VICTORY



PORT OF RICHMOND

**1322 Canal Boulevard
Richmond, CA 94804**

REQUEST FOR PROPOSALS

Preliminary Engineering for the SS Red Oak Victory Relocation

I. INTRODUCTION

The **City of Richmond**, acting through the **Port of Richmond**, is requesting proposals from qualified engineering and environmental consultants to provide services in support of relocating the SS Red Oak Victory from its current berth at the Point Potrero Marine Terminal to a site near the Richmond WETA Ferry Terminal. This effort is in collaboration with the non-profit Red Oak Victory organization.

This RFP solicits professional services to complete:

1. An **existing conditions assessment**,
2. **Cost analysis** and **value engineering** to determine the least costly option to relocate the vessel,
3. A **permitting pathway analysis**, and
4. **Preliminary engineering to the 15% level of design**, to support the development of a **Project Description** for CEQA compliance. The City will serve as the CEQA lead agency and is responsible for completing the CEQA review. The consultant will provide technical support to the City as needed during this process.

The City reserves the right to amend the scope of work through a contract amendment to include additional services, including preparation of bridging documents and permit submittals, should the Port proceed with a design-build procurement following CEQA.

II. PROJECT BACKGROUND

The SS Red Oak Victory is currently berthed at Basin Number 5 at the Point Potrero Marine Terminal. The Port of Richmond intends to relocate the vessel to the east side of the Inner Harbor near the WETA ferry terminal. The new berth must be designed to accommodate the vessel's specifications, mooring requirements, site access, utility services, environmental protection, and necessary public amenities. A design-build delivery method is preferred to accelerate the project and reduce costs.

Attachment A illustrates a concept of the berthing requirements for the Red Oak Victory. There are two options shown. The first is the ideal condition for the Red Oak, which neither the Port nor Red Oak expect to have funding to construct. The alternative option illustrates the minimum requirements for the Red Oak. Ideally, funding would be available to construct the alternative option initially but could expand to the ideal marine structure if future funding permits.

The consultant's analysis and design must address the following key project elements:

- Dredging to -20 feet NAVD88
- Construction of a marine structure to berth the SS Red Oak Victory
- Compliance with BCDC, USACE, SWRCB, and other permit requirements

The Port will provide design support for the landside elements including the following elements:

- Shoreline access, parking, Bay Trail realignment, and stormwater treatment
- Water, sewer, and 480V electrical service
- Security fencing, lighting, and Red Oak visitor amenities

The Port has an allowance of up to \$300,000 for this initial task.

III. SCOPE OF SERVICES

The selected consultant shall provide the following services:

1. **Existing Conditions Analysis**
 - a. Soil conditions and bank stability
 - b. Environmental constraints

2. **Value Engineering**
 - a. There are no identified funds to finalize the design and construct the project. Complete a value engineering exercise to establish an approach to construct a berth that meets the Red Oak's needs at the lowest cost. See the attached drawings that illustrate the optimum and minimized needs.

3. **Permitting Pathway Assessment**
 - b. Identify required federal, state, regional, and local permits
 - c. Prepare a permitting matrix and timeline
 - d. Coordinate with regulatory agencies to clarify submittal needs

4. **Preliminary Engineering (15% Design)**
 - a. Prepare concept-level wharf layout, mooring plan, and structure
 - b. Provide utility connections from on the wharf to the ship
 - c. Develop preliminary dredging volumes
 - d. Provide engineering basis of design and Class 5 cost estimate. The Port will support the consultant with site and utility costs.
 - e. Identify geotechnical and bathymetric data needs for final design

5. **CEQA Support**
 - a. Prepare a project description and figures for use by the City's CEQA consultant
 - b. Respond to technical inquiries during CEQA analysis and public review

6. **Optional Services (to be scoped and negotiated at the Port's discretion)**
 - a. Preparation of bridging documents for design-build procurement
 - b. Preparation of permit application packages and regulatory coordination
 - c. Additional design support post-CEQA

III. PORT PROVIDED SUPPORT

The Port will support the consultant with the following:

1. Existing bathymetric data.
2. Shoreline and site topography.
3. Previous berthing calculations for the Red Oak.
4. Landside layout and utility design support including plan preparation.

IV. PROPOSAL REQUIREMENTS

Proposals shall not exceed **25 single-sided pages**, excluding resumes, cover letter, and required attachments. Each proposal must include:

RFP – Relocation of the Red Oak Victory

- A. Cover letter acknowledging the scope and Richmond contracting ordinances
- B. Understanding of the project goals and site context
- C. Proposed approach and methodology by task
- D. Detailed schedule and deliverables
- E. Team qualifications and roles of key personnel
- F. Summary of up to three similar waterfront/marine infrastructure projects
- G. Three references with contact information
- H. Fee proposal (submitted as a separate document)

V. COMPLIANCE REQUIREMENTS

The selected consultant shall:

- 1. City of Richmond Ordinance No. 16-12 N.S. Richmond Business Opportunity Ordinance.
- 2. City of Richmond Ordinance Number 15-10 N.S. Local Employment Ordinance.
- 3. Compensation shall be consistent with Prevailing Wage Requirements as required by the Department of Industrial Relations.
- 4. Execute an agreement with the City of Richmond; a copy of which is included in Attachment C. **No changes to this agreement will be made.**
- 5. The City of Richmond requires consultants doing business with it to obtain insurance, as shown in the Attachment C Standard Contract’s Exhibit F. **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.**
- 6. 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.
- 7. 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 D)
- 8. 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 E)

VI. SCHEDULE

The City anticipates this effort will be completed as follows:

Task	Date
Release RFP	Early July 2025
Response Due	August 5, 2025
Interviews (if required)	August 2025
City Council Approves Agreement	October 2025
Notice to Proceed	November 2025

VII. SUBMITTAL PROCESS

All proposals shall be submitted electronically via the City’s BidsOnline platform no later than 2:00 PM on August 5, 2025. Late proposals will not be considered. Questions must be submitted through BidsOnline by July 22, 2025.

VIII. EVALUATION CRITERIA

The table below describes the criteria that will be used to review proposals and interview performance, if deemed necessary. The City offers a total of 100 points, weighted as follows:

Criteria	Total Points Available
Relevant experience with marine facilities	20
Qualifications of project team and proposed methodology	20
Value engineering expertise	20
Commitment to local business standards	10
Experience in delivery of design-build bridging documents	20
Adherence to the parameters contained in this RFP.	10

IX. CITY RIGHTS AND DISCLAIMERS

The City reserves the right to:

- Reject any or all proposals
- Waive technicalities or informalities
- Request additional information
- Cancel or revise the RFP at any time

All materials submitted in response to this RFP become the property of the City and public record. The City is not responsible for pre-contractual costs.

X. BIDS ONLINE CODES

This RFP is advertised to the vendors with the following codes on the BidsOnline system.

- 91842
- 92500
- 92588

ATTACHMENT A

FEASIBILITY REPORT AND PROJECT BASIS

PORT OF RICHMOND
RELOCATION OF THE SS RED OAK VICTORY
FEASIBILITY ASSESSMENT AND PROJECT BASIS



July 2024

Updated May 2025
by R Stevens

Prepared by:



RED OAK VICTORY RELOCATION – PROJECT BASIS

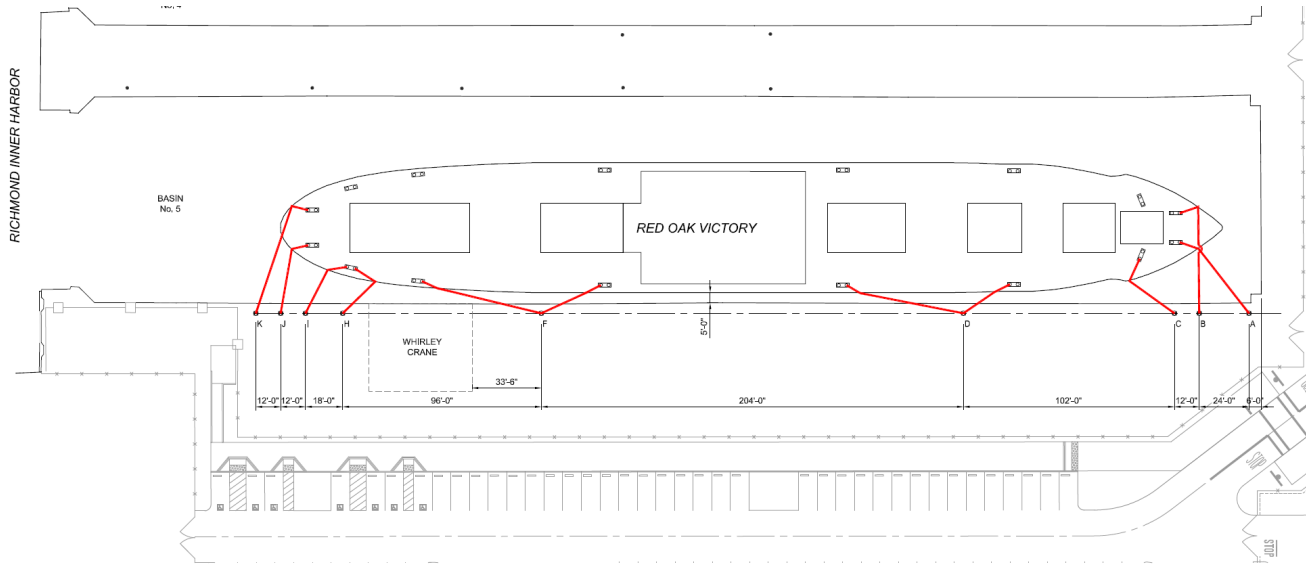
The Port of Richmond in collaboration with the Red Oak Victory (non-profit organization) intend to relocate the SS Red Oak Victory from Basin Number 5 at the Point Potrero Marine Terminal to a new berth on the east side of the Inner Harbor as shown in the attached plans. This project includes the following elements:

1. SS Red Oak Victory specifications:

- a. Length Between Perpendiculars 444 feet.
- b. Beam 62 feet.
- c. Average Draft 11 feet.
- d. Longitudinal windage area 1092 square feet (SF)
- e. Transverse windage area 5,496 SF

2. Moring requirements:

- a. Design wind load shall be 85 mph.
- b. Maximum allowable hull pressure 58 psi.
- c. Provide new foam or pneumatic fenders, steel single bit bollards, and lines with at least 135 kip minimum breaking limit (MBL)



VESSEL DESCRIPTION	
LENGTH BETWEEN PERPENDICULARS (LBP)	444 FT
BEAM	62 FT
AVERAGE DESIGN DRAFT	11 FT

VICINITY MAP
SCALE: 1/2" = 1'-0"

Existing SS Red Oak Victory Moring Plan

MOORING LINE DESCRIPTION	
MINIMUM NO OF LINES	11
NO. OF HEAD LINES	3
NO. OF SPRING LINES	4
NO. OF STERN LINES	4
MINIMUM MBL FOR 48 MPH WIND	40 KIPS
MINIMUM MBL FOR 85 MPH WIND	135 KIPS

3. Requirements to move the SS Red Oak Victory:

- a. Replace steel plates on the Red Oak Victory as required by the US Coast Guard to move the vessel.
- b. The Red Oak Victory received a cost proposal from Marine and Industrial Services Inc. to complete the work.
- c. Ship must have Coast Guard Certificate of Inspection before relocation.
- d. The vessel's starboard side must be alongside the wharf.
- e. Coast Guard to confirm berth location is not a navigational hazard.

4. Berth Requirements:

- a. Structure to be at least 340 feet long and 40 feet wide. Extend concrete paving at least 10 feet along the center of wharf to improve access.
- b. Dredge to (-)20 NAVD88
- c. Access to vessel does not need to comply with the Americans with Disabilities Act.
- d. Berth elevation be 16 feet NAVD88 to accommodate 2100 Sea Level Rise.
- e. Berth structure to have sheet pile wall. A concrete deck to be pile supported depending upon soil conditions.
- f. Concrete deck to support a uniform live load of 500 PSF.

5. Site Requirements:

- a. Provide storm water quality treatment consistent with the Contra Costa County Municipal Permit.
- b. Provide 6 feet tall chain link security fencing, two vehicle gates, and one person gate.
- c. Relocate the Bay Trail and provide amenities such as benches and waste receptables.
- d. Provide five parking spaces including two accessible stalls.
- e. Provide an area paved with asphalt for Red Oak amenities.
- f. Relocated Red Oak storage and ticket office to site.

6. Utility Requirements:

- a. Apply to East Bay Municipal Utility District (EBMUD) for fire and potable water services. Provide all necessary hardware.
- b. Provide sanitary sewer lateral.
- c. Apply for 480 V at 400 Ampere electrical service from PGE. Provide transformer and panels as necessary.
- d. Provide joint communications and electrical trench.
- e. Provide area lighting.

7. Approval Process Requirements:

- a. Planning approval and California Environmental Quality Act review
- b. City of Richmond Building Permit
- c. Bay Conservation and Development Commission Major Permit
- d. United States Army Corps of Engineers Sections 404 and 10
- e. California State Water Resources Control Board 401 Certification
- f. California Fish and Wildlife Lake and Streambed Alteration Section 1602 permit
- g. United States Fish and Wildlife?
- h. State of California Lands Commission?

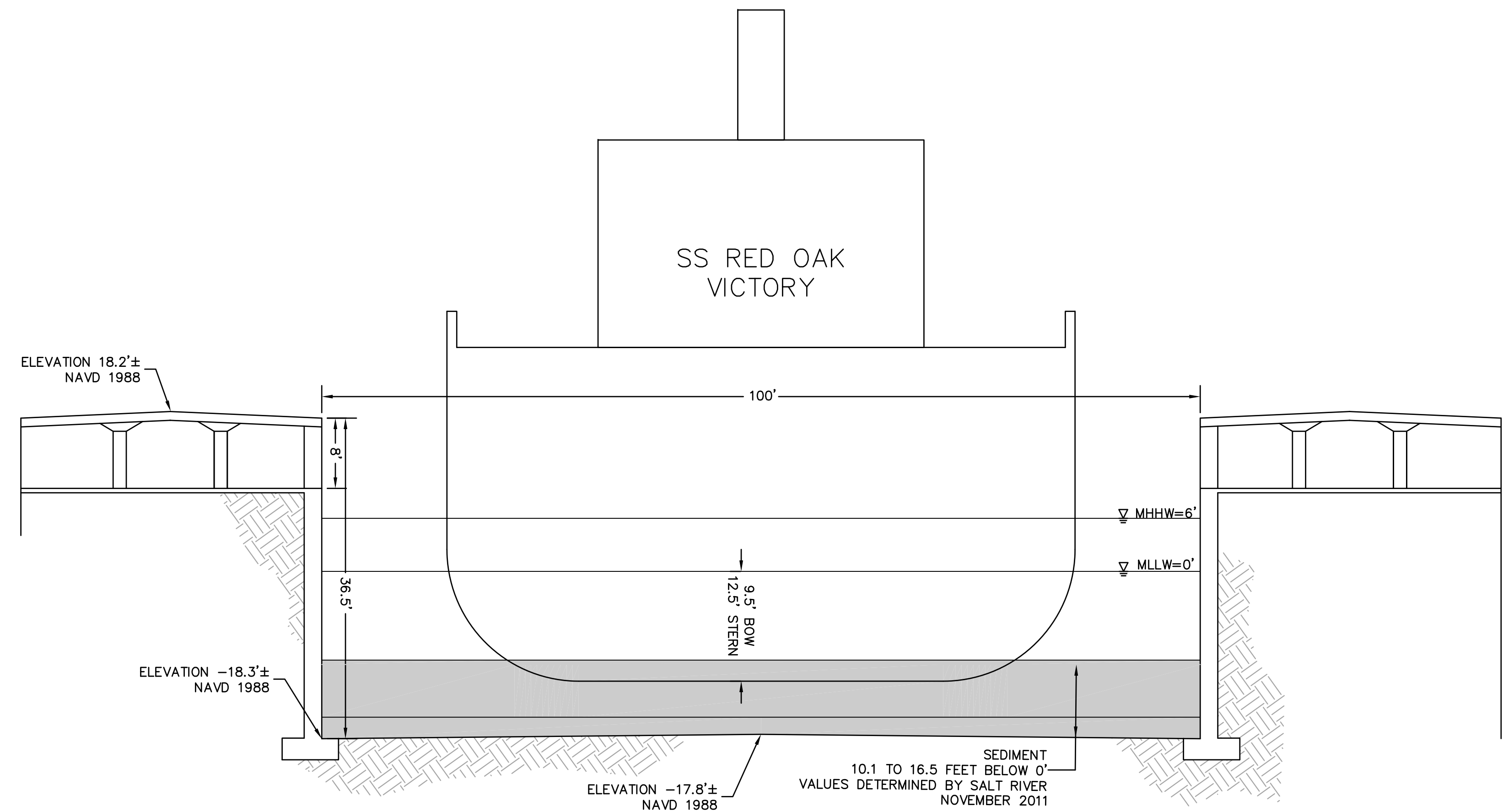
8. Development Cost and Budget:

- a. The approximate cost to plan, design, permit, and construct the project is about \$18 million as shown in the attached cost estimate.
- b. Currently there is no funding for the project.

9. Procurement and Schedule

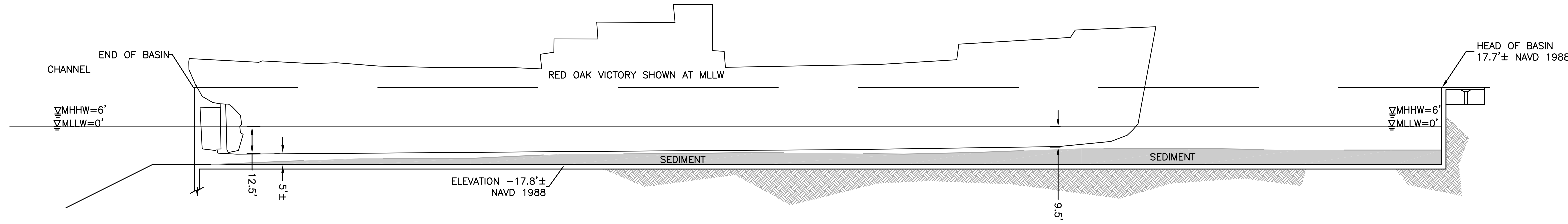
- a. The Port recommends developing this project through a design-build process to expedite the process and provide the lowest cost.

Rev	Date	Description	Designed	Drawn	Checked



SECTION THROUGH BASIN 1
1"=10"

HEIGHT OF DECK TO WATER AT MID SHIP IS 27 FEET PER RED OAK STAFF



RELOCATION OF THE RED OAK VICTOR
RED OAK VICTORY AT BASIN 5
PORT OF RICHMOND

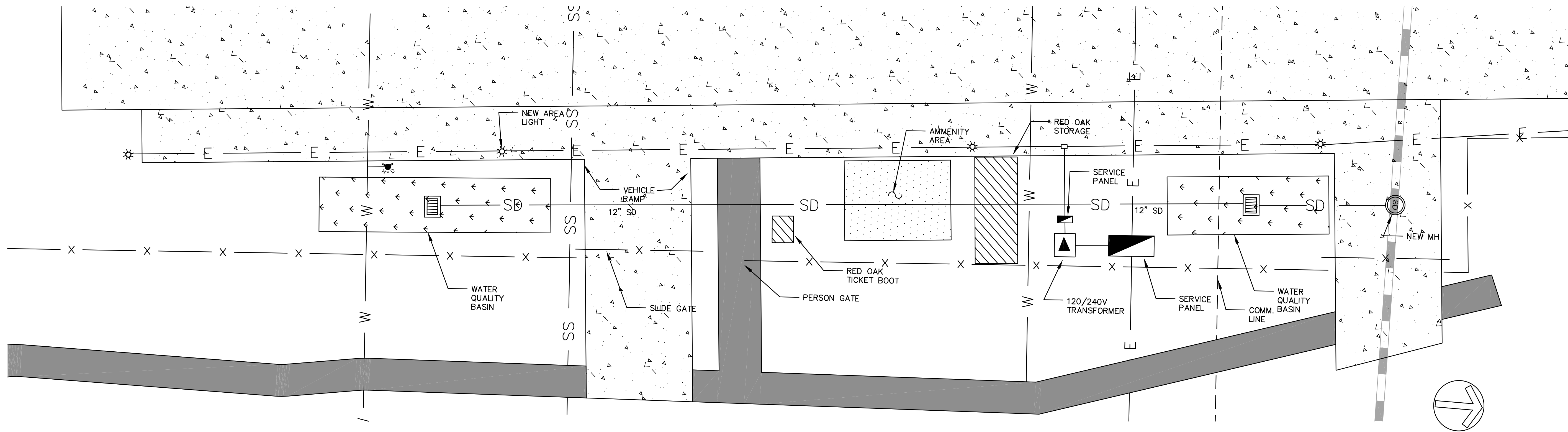
City Of
RICHMOND
County Of
CONTRA COSTA
State Of
CALIFORNIA

Prepared Under the Direction of:

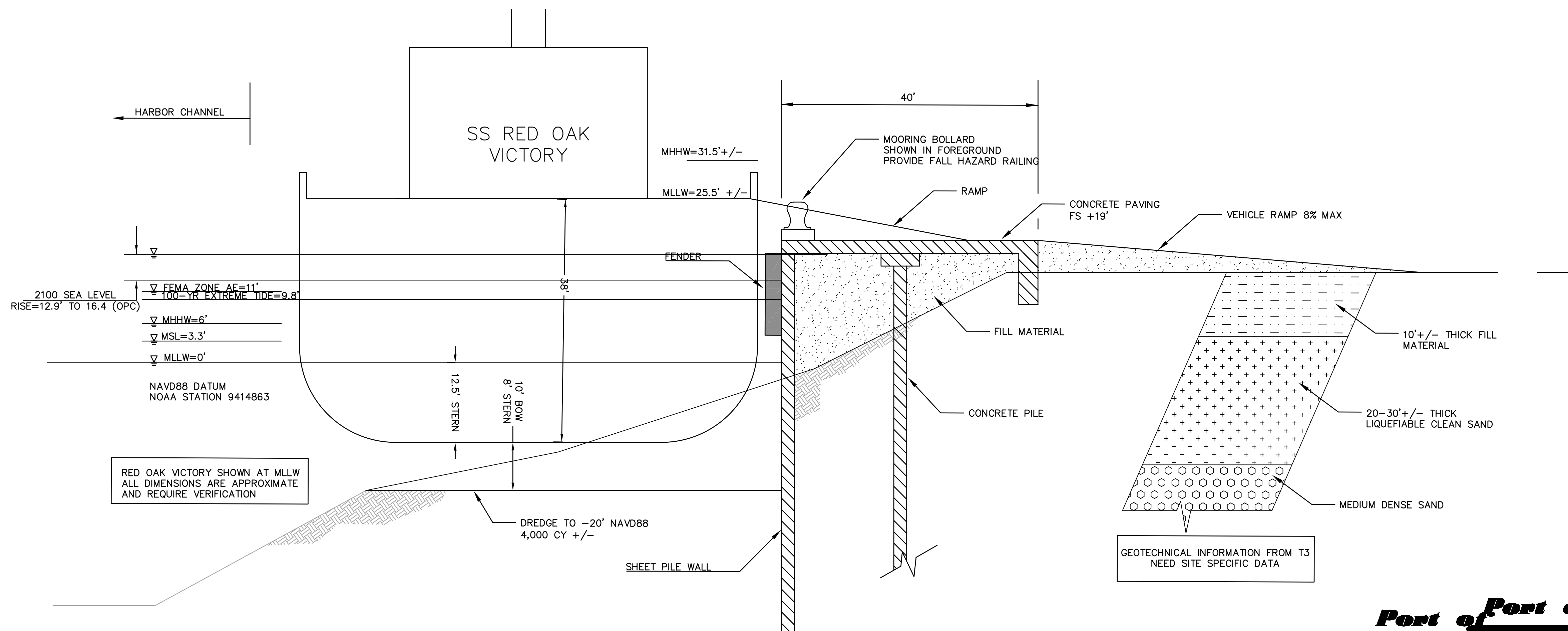
No. C 058660
Exp. 12.31.26
CIVIL
STATE OF CALIFORNIA

Sheet
A-1
Scale:
Date: 05.15.2025
Project Number: 2023125
Plan File:





ENTRYWAY FEATURES
1"=10'



TYPICAL SECTION
1"=10'

Rev	Date	Description	Designed	Drawn	Checked

RELOCATION OF THE RED OAK VICTOR
BERTH DETAILS
PORT OF RICHMOND

City Of
RICHMOND
County Of
CONTRA COSTA
State Of
CALIFORNIA

Prepared Under the Direction of:

 No. C 058660
Exp. 12.31.26
CIVIL
STATE OF CALIFORNIA

Sheet
A-3
Scale:
Date: 05.15.2025
Project Number: 2023125
Plan File:



RED OAK RELOCATION
Concept Level Cost Estimate
06.15.2025



ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	CONT	AMOUNT
101	General Conditions	1	LS	\$400,000		\$400,000
Demolition						
102	Clear and Grub	40,000	SF	\$ 1.00	15%	\$40,000
103	Rip Rap Removal	1,500	TONS	\$ 100.00	15%	\$150,000
104	Tree Removal	10	EA	\$ 12,000.00	20%	\$144,000
Dredging						
200	Mobilization	1	LS	\$ 175,000.00	15%	\$201,250
201	Surveys	1	LS	\$ 15,000.00	15%	\$17,250
202	Environmental Protection	1	LS	\$ 15,000.00	15%	\$17,250
203	Sediment Dredging and Transport	8,000	CY	\$ 35.00	30%	\$364,000
204	Sediment Disposal Cost	8,000	CY	\$ 30.00	30%	\$312,000
Wharf Construction						
300	Sheet Pile Wall with Tie Backs	30,000	SF	\$ 65.00	50%	\$2,925,000
301	Pile	20	EA	\$ 25,000.00	50%	\$750,000
302	Cutoff Wall	1,700	SF	\$ 350.00	30%	\$773,500
303	Backfill	4,500	CY	\$ 150.00	30%	\$877,500
304	Concrete Deck	14,000	SF	\$ 75.00	35%	\$1,417,500
305	Fall Hazard Railing	450	LF	\$ 110.00	30%	\$64,350
306	Bollard	9	EA	\$ 15,000.00	30%	\$175,500
307	Fender	6	EA	\$ 25,000.00	30%	\$195,000
Site Work						
400	Concrete Paving	4,000	SF	\$ 30.00	30%	\$156,000
401	Asphalt Paving	3,000	SF	\$ 15.00	30%	\$58,500
402	Concrete Curbs	200	LF	\$ 45.00	30%	\$11,700
403	Fencing	600	LF	\$ 40.00	25%	\$30,000
404	Vehicle Gate	2	EA	\$ 15,000.00	25%	\$37,500
405	Person Gate	1	EA	\$ 2,500.00	25%	\$3,125
406	Striping and Signs	1	LS	\$ 15,000.00	25%	\$18,750
407	Bay Trail Amenities	1	LS	\$ 35,000.00	25%	\$43,750
408	Water Quality Features	840	SF	\$ 250.00	25%	\$262,500
Utilities						
400	Fire Water Line	400	LF	\$ 200.00	30%	\$104,000
401	Fire Water Backflow	1	EA	\$ 20,000.00	30%	\$26,000
402	Fire Hydrant	1	EA	\$ 15,000.00	30%	\$19,500
403	PIV/ FDC	1	EA	\$ 10,000.00	30%	\$13,000
404	Ship to Shore Firewater Connection	1	EA	\$ 3,000.00	30%	\$3,900
400	Potable Water Line	400	LF	\$ 180.00	30%	\$93,600
401	Potable Water Line Backflow	1	EA	\$ 2,500.00	30%	\$3,250
402	Ship to Shore Potable Water Connection	1	EA	\$ 1,500.00	30%	\$1,950
403	Sanitary Sewer Pipe	400	LF	\$ 250.00	30%	\$130,000
404	Ship to Shore Sewer Connection	1	EA	\$ 1,500.00	30%	\$1,950
405	Culvert Extension	10	LF	\$ 800.00	30%	\$10,400
406	12" Storm Drain Pipe	200	LF	\$ 190.00	30%	\$49,400
407	Storm Drain Inlet	2	EA	\$ 4,500.00	30%	\$11,700
408	Storm Drain Manhole	1	EA	\$ 10,000.00	30%	\$13,000
409	Joint Trench	400	LF	\$ 350.00	30%	\$182,000
410	Electric Pull Box	2	EA	\$ 8,000.00	30%	\$20,800

ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	CONT	AMOUNT
411	Communications Pull Box	2	EA	\$ 5,000.00	30%	\$13,000
412	Ship to Shore Power/ Com Connection	1	EA	\$ 8,000.00	30%	\$10,400
413	Transformer	1	EA	\$ 25,000.00	30%	\$32,500
414	Main Panel	1	EA	\$ 35,000.00	30%	\$45,500
415	Sub Panel	1	EA	\$ 15,000.00	30%	\$19,500
416	120/240 V Conduit and Conductors	400	LF	\$ 150.00	30%	\$78,000
417	Area Lights	5	EA	\$ 10,000.00	30%	\$65,000
Other Costs						
500	Red Oak Tow	1	LS	\$ 35,000.00	15%	\$40,250
501	Red Oak Side Shell Steel	1	LS	\$ 261,000.00	20%	\$313,200
502	Red Oak Equipment and Shelter Move	1	LS	\$ 5,000.00	20%	\$6,000
503	PGE Fee	1	EA	\$ 35,000.00	20%	\$42,000
504	EBMUD Fee	1	EA	\$ 65,000.00	20%	\$78,000
505	Sewer Connection Fee	1	EA	\$ 8,000.00	20%	\$9,600
Total Construction Cost:						\$10,753,725

Notes

1. Prevailing Wage Rates
2. Hull Repair Cost (#501) Per Red Oak Victory

CEQA and Env. Permitting	\$645,224
Final Design	\$1,075,373
Construction Management	\$2,150,745
Building/ Regulatory Permits	\$75,000
Total Cost (2025 Dollars)	\$14,700,000
Total Cost (2025 Dollars)	\$15,600,000
Total Cost (2026 Dollars)	\$16,400,000

Recommended Budget \$18 million to \$22 million

Prepared by: R Stevens
Checked by : None

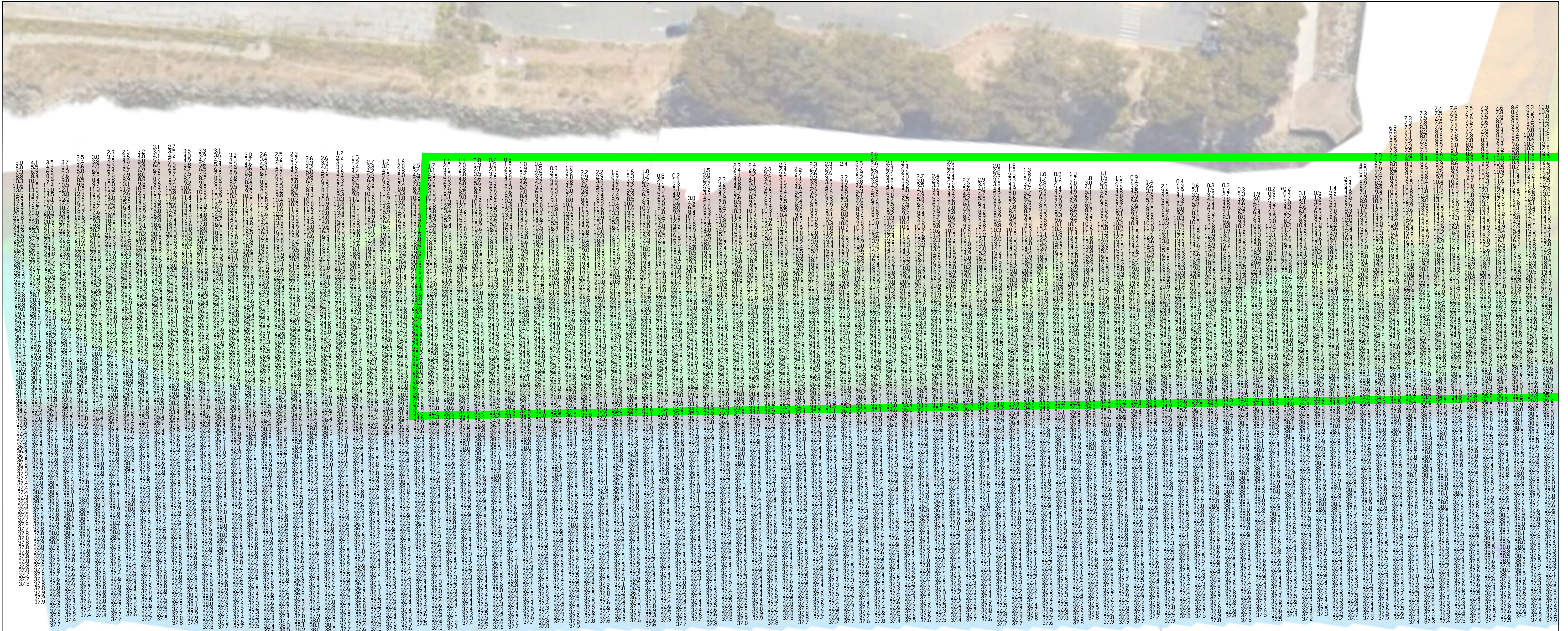
CLASS 5 ESTIMATE

ID	Task Name	Duration	Start	Finish	Gantt Chart (May 2025 - Nov 2028)																							
1	SS Red Oak Victory Relocation	912 days	Thu 5/15/25	Fri 11/10/28	[Gantt bar spanning from May 2025 to Nov 2028]																							
2	Task 1 Procure Vendor	104 days	Thu 5/15/25	Tue 10/7/25	[Gantt bar from May 2025 to Oct 2025]																							
3	Prepare RFP	30 days	Thu 5/15/25	Wed 6/25/25	[Task bar from May 15 to Jun 14, 2025]																							
4	Advertise on Bids On Line	30 days	Thu 6/26/25	Wed 8/6/25	[Task bar from Jun 25 to Aug 24, 2025]																							
5	Shortlist Vendors	10 days	Thu 8/7/25	Wed 8/20/25	[Task bar from Aug 7 to Aug 26, 2025]																							
6	Interview	5 days	Thu 8/21/25	Wed 8/27/25	[Task bar from Aug 21 to Aug 26, 2025]																							
7	Select Preferred Vendor	5 days	Thu 8/28/25	Wed 9/3/25	[Task bar from Aug 28 to Sep 2, 2025]																							
8	City Council Approval	0 days	Tue 10/7/25	Tue 10/7/25	[Milestone diamond at Oct 7, 2025]																							
9	Task 2 Planning and Environmetnal Assessment	495 days	Tue 11/18/25	Tue 10/12/27	[Gantt bar from Nov 2025 to Oct 2027]																							
10	NTP	0 days	Tue 11/18/25	Tue 11/18/25	[Milestone diamond at Nov 18, 2025]																							
11	Existing Conditions Assessment	45 days	Wed 11/19/25	Tue 1/20/26	[Task bar from Nov 19 to Jan 18, 2026]																							
12	Design	180 days	Wed 1/21/26	Tue 9/29/26	[Gantt bar from Jan 2026 to Sep 2026]																							
13	Prepare 10% Design	45 days	Wed 1/21/26	Tue 3/24/26	[Task bar from Jan 21 to Mar 20, 2026]																							
14	Consultant, Red Oak, and Port Coordination	30 days	Wed 3/25/26	Tue 5/5/26	[Task bar from Mar 25 to May 19, 2026]																							
15	Revise 10% Design	15 days	Wed 9/9/26	Tue 9/29/26	[Task bar from Sep 9 to Sep 24, 2026]																							
16	Planning	255 days	Wed 5/6/26	Tue 4/27/27	[Gantt bar from May 2026 to Apr 2027]																							
17	Planning Review	30 days	Wed 5/6/26	Tue 6/16/26	[Task bar from May 6 to Jun 5, 2026]																							
18	City and BCDC DRB and Hearings	60 days	Wed 6/17/26	Tue 9/8/26	[Task bar from Jun 17 to Aug 16, 2026]																							
19	Prepare for Planning Commission	20 days	Wed 9/30/26	Tue 10/27/26	[Task bar from Sep 30 to Oct 20, 2026]																							
20	Planning Commission hearing	0 days	Tue 4/27/27	Tue 4/27/27	[Milestone diamond at Apr 27, 2027]																							
21	CEQA	130 days	Wed 10/28/26	Tue 4/27/27	[Gantt bar from Oct 2026 to Apr 2027]																							
22	Prepare Project Description	15 days	Wed 10/28/26	Tue 11/17/26	[Task bar from Oct 28 to Nov 12, 2026]																							
23	Complete Initial Study	45 days	Wed 11/18/26	Tue 1/19/27	[Task bar from Nov 18 to Jan 17, 2027]																							
24	Prepare Draft MND	20 days	Wed 1/20/27	Tue 2/16/27	[Task bar from Jan 20 to Feb 19, 2027]																							
25	Public Review	30 days	Wed 2/17/27	Tue 3/30/27	[Task bar from Feb 17 to Mar 17, 2027]																							
26	Prepare Final ISMND	20 days	Wed 3/31/27	Tue 4/27/27	[Task bar from Mar 31 to Apr 20, 2027]																							
27	CEQA Certification	0 days	Tue 4/27/27	Tue 4/27/27	[Milestone diamond at Apr 27, 2027]																							
28	Permitting	120 days	Wed 4/28/27	Tue 10/12/27	[Gantt bar from Apr 2027 to Oct 2027]																							
36	Task 3 Design-Build Procurement	133 days	Tue 4/27/27	Fri 10/29/27	[Gantt bar from Apr 2027 to Oct 2027]																							
43	Task 4 Final Design	145 days	Mon 11/1/27	Fri 5/19/28	[Gantt bar from Nov 2027 to May 2028]																							
49	Task 5 Construction	125 days	Mon 5/22/28	Fri 11/10/28	[Gantt bar from May 2028 to Nov 2028]																							

Project: msproj11 Date: Wed 6/18/25	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
	Split		External Tasks		Inactive Summary		Manual Summary		Progress	
	Milestone		External Milestone		Manual Task		Start-only		Manual Progress	
	Summary		Inactive Task		Duration-only		Finish-only			

ATTACHMENT B

BATHYMETRIC DATA

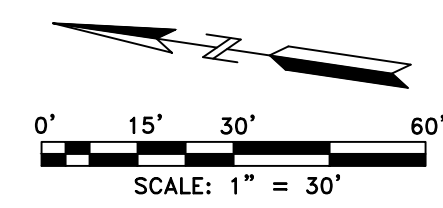
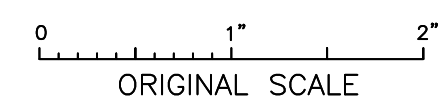


SHADING LEGEND

- ABOVE 5'
- 5' TO 10'
- 10' TO 15'
- 15' TO 20'
- 20' TO 25'
- 25' TO 30'
- 30' TO 35'
- 35' TO 40'
- 40' TO 45'
- BELOW 45'

CAUTION
THIS PLAN MAY
BE REDUCED

DO NOT SCALE



GENERAL NOTES

1. BATHYMETRY SURVEYED BY GAHAGAN & BRYANT ASSOCIATES, INC. ON AUGUST 23, 2024.
2. SOUNDINGS ARE BASED ON MEAN LOWER LOW WATER VERTICAL DATUM.
3. PLANE GRID, BEARINGS AND COORDINATES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, LAMBERT CONFORMAL PROJECTION, ZONE III (NAD83) AS DESCRIBED IN SPECIAL PUBLICATION NO. 253 PUBLISHED BY THE NATIONAL OCEAN SURVEY.
4. SOUNDINGS WERE ACQUIRED BY SEABAT T20 MULTIBEAM TRANSDUCER AND ARE SHOWN TO THE NEAREST TENTH OF A FOOT. TIDE STATION REFERENCED TO USACE BENCHMARK "ROSIE", ELEV. = 13.85' NAVD88, LOCATED NEAR THE ENTRANCE OF THE FERRY BUILDING AT THE SOUTH END OF SOUTH HARBOR WAY. MAVD88 ELEVATION CONVERTED TO MLW BY ADDING 0.08'. ELEVATION 13.93' MLW USED FOR THIS SURVEY.
5. HORIZONTAL POSITION CORRECTION ACQUIRED WITH LEICA SMARTNET VRS, POSITION AND HEADING VIA TRIMBLE MP500 MARINE INERTIA POSITIONING SYSTEM.
6. HORIZONTAL CONTROL FOR USACE POINT "ROSIE" BASED ON OPUS PID BB6584, WITH COORDINATES OF NORTHING: 2,158,976.95, EASTING: 6,025,257.48.
7. THE BATHYMETRIC INFORMATION SHOWN ON THIS DRAWING IS BASED ON SURVEYS MADE ON THE DATE(S) INDICATED AND CAN ONLY BE CONSIDERED AS INDICATING THE CONDITIONS EXISTING AT THAT TIME.
8. BACKGROUND IMAGERY PROVIDED BY GOOGLE EARTH.

REFERENCES:	NO.	REVISIONS	DATE	REV'D	APP'D
CAUTION: CHECK TRACING FOR LATEST REVISIONS					

DRAWN	DED	
DESIGNED	SDB	9000 REG. SURVEYOR NO.
CHECKED	SDB	

GBA
ENGINEERS ★ SURVEYORS

GAHAGAN & BRYANT ASSOCIATES, INC.
3100 Dutton Avenue, Suite 120
Santa Rosa, CA 95407
Phone (707) 595-3492



PORT OF RICHMOND	DATE: 08/30/2024
CONDITION SURVEY	SCALE: 1" = 30'
SOUNDINGS OBTAINED ON: 08/23/2024	SHEET: 5 OF 10 SHEETS

RFP – Relocation of the Red Oak Victory

ATTACHMENT C

STANDARD CONTRACT

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

CITY OF RICHMOND,
a municipal corporation

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

By: _____

Title

By: _____

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

Title: _____

Date Signed: _____

By: _____
City Clerk

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

Approved as to form:

By: _____

By: _____
City Attorney

Title: _____

Date Signed: _____

LIST OF ATTACHMENTS:

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

Contract No:

For the Contract between the City of
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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]:

**EXHIBIT B
PAYMENT PROVISIONS**

1. COMPENSATION TO CONTRACTOR:

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

b. All payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel, etc). Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the City. Contractor may be required to provide back-up material upon request.

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

2. SUBMISSION OF INVOICES:

Contractor shall submit timely invoices by email to Accounts Payable@ci.richmond.ca.us 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.
4. The City will pay invoice(s) within 45 days after completion of services to the City's satisfaction. The City shall not pay late fees or interest.
5. All appropriate permits, certificates, and licenses, including a City business license shall be obtained and maintained for the duration of this Contract before any payment is authorized.
6. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract is executed by the City. The insurance coverage required by this Contract shall be maintained by Contractor for the duration of this Contract and must be in place before any payment is authorized.

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EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES

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

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

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

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

City of Richmond –

Richmond, CA 94804

Email: _____

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

Business Name

Street Address

City, State Zip

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, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political

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

6. CITY PROPERTY:

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

b. Notwithstanding the foregoing, Contractor shall not be obligated to provide to City proprietary software or data which Contractor has developed or had developed for Contractor's own use; provided, however, that Contractor shall, pursuant to Section 11 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of such proprietary software or data.

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

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

7. RECORDS:

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

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

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

8. PERMITS AND LICENSES:

Contractor, at its sole expense, shall obtain and maintain during the term of this Contract, all appropriate permits, certificates and licenses, including a City business license, required in connection with the performance of the services and tasks hereunder. The failure to obtain such permits and licenses shall be a material breach of this Contract and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual or extraordinary circumstances without necessitating any modification of this Contract to reflect such waiver.

9. TERMINATION:

a. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Contract at any time prior to completion by Contractor of the project or services hereunder immediately upon transmission of written notice to Contractor as provided in Exhibit C “Authorized Representatives and Notices”.

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

10. CONFLICT OF INTEREST:

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

11. HOLD HARMLESS:

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

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

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

12. LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT:

a. This Contract binds the heirs, successors, assigns and representatives of Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this Contract and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the City Council or its designee.

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

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

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

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

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

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

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

13 SAFETY:

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

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

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

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

14. INSURANCE:

Insurance requirements are set forth in Exhibit F to this Contract. Contractor shall abide by the insurance requirements set forth in said Exhibit F.

15. COMPLIANCE WITH ALL APPLICABLE LAWS:

a. During the term of this Contract, Contractor shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Richmond which affect the manner in which the services or tasks are to be performed by Contractor, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Compliance under this provision includes compliance with all provisions of the Richmond Municipal Code ("Municipal Code"), including Chapters 2.50, 2.52, 2.56, and 2.60, if applicable.

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

c. Contractor shall comply with § 2.28.030 of the Municipal Code, obligating every Contractor or sub-Contractor under an agreement or sub-agreement with the City for public works, goods or services to refrain from discriminatory employment or practices on the basis of race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee, any applicant for employment or any potential sub-contractor

d. Contractor acknowledges that the City's Drug Free Workplace Policy, Violence in the Workplace Policy and the Policy Against Workplace Harassment, are available on the City's website at <http://www.ci.richmond.ca.us/workplacepolicies> . Contractor agrees to abide by the terms and conditions of said policies.

16. INTEGRATED CONTRACT:

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

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

17. CONFLICTING PROVISIONS:

In the event of a conflict between these General Conditions and those of any Exhibit or attachment hereto, these General Conditions shall prevail; provided, however, that any Special Condition as set forth in Exhibit E shall prevail over these General Conditions. In the event of a conflict between the terms and conditions of any two or more Exhibits or attachments hereto, those prepared by City shall prevail over those prepared by the Contractor, and the terms and conditions preferred by the City shall prevail over those preferred by the Contractor.

18. FORCE MAJEURE:

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by reason of acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations enacted after the date of this Contract, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency or other reasons of a like nature not within the reasonable control of such party.

19. CONFLICT OF LAW:

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

20. CLAIMS:

Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six months after accrual of the cause of action.

21. INTERPRETATION:

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

22. WARRANTY:

If any product is be provided to the City as part of this Contract, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to

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City; the product shall be delivered to the City free from any security interest or other lien; the product meets any specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of one hundred and eighty (180) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.

23. SEVERABILITY:

In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, City and Contractor shall negotiate an equitable adjustment in the provisions of the Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof, shall not be affected thereby.

24. AUTHORITY:

City warrants and represents that the signatory hereto (the Mayor of the City of Richmond or the City Manager) is duly authorized to enter into and execute this Contract on behalf of City. The party signing on behalf of Contractor warrants and represents that they are duly authorized to enter into and execute this Contract on behalf of Contractor, and shall be personally liable to City if they are not duly authorized to enter into and execute this Contract on behalf of Contractor.

25. WAIVER:

The waiver by City of any breach of any term or provision of this Contract shall not be construed as a waiver of any subsequent breach. Inspections or approvals, or statements by any officer, agent or employee of the City relating to the Contractor's performance, or payment therefore, or any combination of these acts, shall not relieve the Contractor's obligation to fulfill this Contract as prescribed; nor shall the City be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

26. COUNTERPARTS:

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

27. SANCTUARY CITY CONTRACTING ORDINANCE (SCCO):

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

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

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EXHIBIT E
SPECIAL CONDITIONS

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

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**EXHIBIT F
INSURANCE PROVISIONS**

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

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

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

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

b. COVERAGE REQUIREMENTS:

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

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

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

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

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

(3) Automotive:

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

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

or

Combined Single Limit:	\$2,000,000 each occurrence
------------------------	-----------------------------

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

(4) Professional Liability:

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

\$2,000,000 each occurrence

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

(5) Cyber Liability:

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

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

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

c. SUBROGATION WAIVER:

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

d. FAILURE TO SECURE:

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

e. ADDITIONAL INSUREDS:

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

f. SUFFICIENCY OF INSURANCE:

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

EXHIBIT G
SANCTUARY CITY COMPLIANCE STATEMENT

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

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

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

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

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

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20____, at _____, California.

Printed Name: _____ **Title:** _____

Signed: _____ **Date:** _____

Business Entity: _____

RFP – Relocation of the Red Oak Victory

ATTACHMENT D

RICHMOND SANCTUARY CITY CONTRACTING ORDINANCE NO. 12-18

ORDINANCE NO. 12-18 N.S

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF RICHMOND, CALIFORNIA,
ADOPTING A SANCTUARY CITY CONTRACTING AND INVESTMENT POLICY**

The City of Richmond does ordain as follows:

SECTION 1. Title

This ordinance shall be known as the Sanctuary City Contracting and Investment Ordinance.

SECTION 2. Definitions

- 1) "City" means the City of Richmond, California.
- 2) "Data Broker" (also commonly called information broker, information reseller, data aggregator, and information solution provider) means either of the following:
 - a) 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 businesses and government agencies;
 - b) The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- 3) "Extreme Vetting" means data-mining, threat modeling, predictive risk analysis, or other similar service.
- 4) "ICE" means the United States Immigration and Customs Enforcement, and any subdivision thereof.
- 5) "Person or Entity" means any private natural person, corporation, institution, subsidiary, affiliate, or division under operating control of such person; the parent entities that have operating control over such person, and the subsidiaries, affiliates and divisions under operating control of such parent entity. Government entities, officers and employees are expressly excluded from this definition.

SECTION 3. Prohibition on Use of City Resources

- 1) No officer, employee, department, board, commission, City Council, City Manager, or other entity of the City shall enter into a new, amended, or extended contract or agreement with, any Person or Entity that provides ICE with any "Data Broker" or "Extreme Vetting" services, as defined herein, unless the City Council makes a specific determination that no reasonable alternative exists, taking into consideration the following:
 - a) The intent and purpose of this ordinance;
 - b) The availability of alternative services, goods and equipment; and
 - c) Quantifiable additional costs resulting from use of available alternatives.
- 2) All public works, construction bids, requests for information, requests for proposals, or any other solicitation issued by the City shall include notice of the prohibition listed above.
- 3) For the purpose of determining which Person or Entity provides ICE with Data Broker or Extreme Vetting services, the City Manager shall rely on:
 - a) Information published by reliable sources;
 - b) Information released by public agencies;

c) A declaration under the penalty of perjury executed by the Person or Entity, affirming that they do not provide Data Broker or Extreme Vetting services to ICE; and

d) Information submitted to the City Manager by any member of the public, and thereafter duly verified.

4) Any Person or Entity identified as a supplier of Data Broker or Extreme Vetting services to ICE and potentially affected by this section shall be notified by the City Manager of the determination. Any such Person or Entity shall be entitled to a review of the determination by appeal to the City Manager.

Request for such review shall be made within thirty (30) days of notification, or seven (7) days of the date of a City solicitation or notice of a pending contract or purchase, of interest to the Person or Entity seeking review. Any Person or Entity vendor so identified may appeal the City Manager's determination to the City Council, within fifteen (15) days of the determination.

SECTION 4. Prohibition on Investment

1) The City of Richmond shall not make any investment in stocks, bonds, securities, or other obligations issued by any provider of Data Broker or Extreme Vetting services to ICE.

2) The City Council shall adopt a plan with respect to pension fund investments and shall implement such a plan consistent with the intent of this act.

SECTION 5. Investigation And Reporting

1) The City Manager, or his or her designee, shall review compliance with Sections 3-4. The City Manager may initiate and shall receive and investigate all complaints regarding violations of Sections 3- 4. After investigating such complaints, the City Manager shall issue findings regarding any alleged violation. If the City Manager finds that a violation occurred, the City Manager shall, within 30 days of such finding, send a report of such finding to the City Council, the Mayor, and the head of any department involved in the violation or in which the violation occurred. All officers, employees, departments, boards, commissions, and other entities of the City shall cooperate with the City Manager in any investigation of a violation of Sections 3-4.

2) The City Manager shall coordinate with the City Attorney's office to remedy any such violations, and the City Attorney is authorized to use all legal measures available to rescind, terminate, or void contracts awarded in violation of this ordinance.

3) By April 1 of each year, each City department shall certify its compliance with this ordinance by written notice to the City Manager.

4) By May 1 of each year, the City Manager shall schedule and submit to the City Council a written, public report regarding the department's compliance with Sections 3-4 over the previous calendar year. At minimum, this report must (1) detail with specificity the steps the department has taken to ensure compliance with Sections 3-4, (2) disclose any issues with compliance, including any violations or potential violations of this Ordinance, and (3) detail actions taken to cure any deficiencies with compliance.

SECTION 6. Enforcement

1) Cause of Action. Any violation of this Ordinance constitutes an injury, and any person may institute proceedings for injunctive relief, declaratory relief, or writ of mandate in any court of competent jurisdiction to enforce this Ordinance.

2) Attorney's Fees and Costs. A court may award a plaintiff who prevails on a cause of action under subsection (a) reasonable attorney's fees and costs.

3) Any Person or Entity knowingly or willingly supplying false information in violation of Section 3 (3)(c), may be guilty of a misdemeanor and be subject to a fine of up to \$1,000.

SECTION 7. Severability

The provisions in this Ordinance are severable. If any part of provision of this Ordinance, or the application of this Ordinance to any person or circumstance, is held invalid, the remainder of this Ordinance, including the application of such part or provisions to other persons or circumstances, shall not be affected by such holding and shall continue to have force and effect.

SECTION 8. Construction

The provisions of this Ordinance are to be construed broadly to effectuate the purposes of this Ordinance.

SECTION 9. Effective Date

This Ordinance becomes effective thirty (30) days after its final passage and adoption.

First introduced at a regular meeting of the City Council on May 15, 2018, and finally passed and adopted at a regular meeting held on June 5, by the following vote:

AYES:	Councilmembers Choi, Martinez, Myrick, Recinos, and Vice Mayor Willis.
NOES:	Mayor Butt.
ABSTENTIONS:	None.
ABSENT:	Councilmember Beckles.

PAMELA CHRISTIAN
 CLERK OF THE CITY OF RICHMOND
 (SEAL)

Approved:
TOM BUTT
 Mayor

Approved as to form:
BRUCE GOODMILLER
 City Attorney

State of California }
 County of Contra Costa } : ss.
 City of Richmond }

I certify that the foregoing is a true copy of **Ordinance No. 12-18 N.S.**, passed and adopted by the City Council of the City of Richmond at a regular meeting held on June 5, 2018.



 Pamela Christian, City Clerk of the City of Richmond

CITY OF RICHMOND
Sanctuary City Compliance Statement

The undersigned, an authorized agent of _____ (hereafter "Contractor"), has had an opportunity to review the requirements of City of Richmond Ordinance 12-18 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO").

Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

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

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

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

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

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this ___day of __, 20__, at _____, California.

Printed Name: _____ Title: _____

Signed: ____ Date: _____

Business Entity: _____

RFP – Relocation of the Red Oak Victory

ATTACHMENT E

RESOLUTION NO. 86-21 - DISCLOSURE STATEMENT OF LIMITED LIABILITY COMPANIES FORM

RESOLUTION NO. 86-21

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHMOND DIRECTING THE CITY MANAGER TO UPDATE ALL CITY APPLICATIONS AND FORMS TO REQUIRE DISCLOSURE OF THE IDENTITIES OF BENEFICIAL & RESPONSIBLE OWNERS OF LIMITED LIABILITY CORPORATIONS (LLCS)

WHEREAS, the use of the Limited Liability Corporation (LLC) business formation by landowners in acquiring real property has become increasingly common; and

WHEREAS, the LLC business formation, at times, conceals the identity of the true owners by the practice of appointment of a professional agent and/or manager, such as an attorney or accountant; thereby, never having to reveal the owner's (member's) name(s) or the source of capital contributions (i.e., funding); and

WHEREAS, such anonymity provided by the LLC formation poses obstacles for code enforcement, thereby decreasing the incentive for owners to keep their properties in good repair, a practice often referred to as "deferred maintenance"; and

WHEREAS, the obstacles imposed on code enforcement results in increased neighborhood blight.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richmond as follows:

1. The City Manager is hereby directed to work with City Departments to update all City forms and applications to require the disclosure of beneficial and responsible owners of LLCs as part of the submittal requirements;
2. The City Manager is hereby directed to maintain a list, which should be updated annually, of all real property owned by LLC within the City jurisdiction with address and assessor's parcel number. The list shall also include the names and addresses of beneficial and responsible owners of the LLCs, as disclosed to the City through its application process; and
3. The City Manager is hereby directed to provide the City Council a progress report every six months, which describes the implementation of this resolution and the successes and barriers of the implementation for the first three years after adoption.

BE IT FURTHER RESOLVED that the disclosure of beneficial and responsible owners of LLCs will be used for transparency purposes only and not as a condition of approval.

I certify that the foregoing resolution was passed and adopted by the City Council of the City of Richmond at a regular meeting thereof held July 6, 2021, by the following vote:

AYES: Councilmembers Jimenez, Martinez, McLaughlin, Willis,
and Vice Mayor Johnson III.

NOES: Councilmember Bates and Mayor Butt.

ABSTENTIONS: None.

ABSENT: None.

PAMELA CHRISTIAN
CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:

THOMAS K. BUTT
Mayor

Approved as to form:

TERESA STRICKER
City Attorney

State of California }
County of Contra Costa } : ss.
City of Richmond }

I certify that the foregoing is a true copy of **Resolution No. 86-21**, finally passed and adopted by the City Council of the City of Richmond at a regular meeting held on July 6, 2021.



Pamela Christian, Clerk of the City of Richmond

Disclosure Statement for Limited Liability Companies

This Statement Shall be included with all Bid and Proposal Submissions

Is your Business a Limited Liability Company (LLC)? YES NO

If you answered YES, please provide the City with the names and business addresses of any and all shareholders, directors, officers, members, managers, other authorized persons, partners, and “Beneficial Owners” of the applying LLC. A Beneficial Owner is any person or entity who: (1) exercises substantial control over the applying LLC; (2) owns 25% or more of the interest in the applying LLC; or (3) receives substantial economic benefits from the assets of the applying LLC. If any LLC shareholder, director, officer, member, manager, other authorized person, partner, or Beneficial Owner is itself an LLC or other business entity, the names and business addresses must also be provided for any and all shareholders, directors, officers, members, managers, other authorized persons, partners, and Beneficial Owners of that LLC or other business entity all the way up through each entity in the organizational chart until ultimate ownership by individual people is disclosed.

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Check this box if additional ownership information is attached to this Disclosure Statement.

In signing this Disclosure Statement, I represent that the information submitted in this Disclosure Statement, and any attachments, is true and correct.

Signature: _____

Printed Name: _____

Title: _____

Date: _____