

**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]:

## **A. Proposed Approach and Methodology by Task**

Liftech's team approach to the scope of work outlined in the RFP follows:

### *1. Existing Condition Analysis*

The Liftech team will review existing documents and perform a site visit with the Port's staff and stakeholders to understand the site conditions and constraints.

ENGEO will rely on existing subsurface data to characterize the subsurface condition near the proposed berthing location and provide geotechnical recommendations to support preliminary engineering, seismic design, and CEQA documentation. ENGEO has previously drilled borings in support of the Richmond Ferry Terminal to the south of the location. We also have borings north of the site in our subsurface database from work by other consultants at Terminals 2 and 3. We will request from the Port any geotechnical investigation performed in the surrounding areas, if available. The findings will be summarized in a geotechnical recommendation report to support preliminary engineering, seismic design, and CEQA documentation.

WRA will conduct a desktop review to assess sensitive environmental resources within the vicinity of the proposed project area (final mooring site). The review will include queries of environmental databases such as the National Marine and Fisheries Service (NMFS) Critical Fish Habitat Maps, United States Fish and Wildlife (USFWS) List of Federal Endangered and Threatened Species List, USFWS National Wetlands Inventory, California Natural Diversity Database (CNDDB), and California Consortium of Herbaria (CCH). Potential sensitive resources will be spatially framed within the context of the proposed project location using publicly available historic and contemporary satellite aerial photographs. The findings will be summarized in a memorandum report.

Ellen Johnck will provide advice on strategies and approach to permitting assessment. Because of Ellen's academic and project experience in cultural resources management (CRM) planning and permitting, her advisory role will cover the state and federal historic preservation laws and regulations involved in permitting the relocation of the SS Red Oak Victory (Victory Ship), a CA Historical Resource/National Register Landmark #N2117 from Richmond Shipyard Number Three (a CA and National Register Landmark #N2095) to the new site.

Argonautics will analyze the moored vessel for design storm conditions and provide design loads.

### *2. Value Engineering*

The purpose of value engineering is to identify viable methods to reduce the costs to moor the vessel while providing proper access and utilities. To accomplish this objective, the Liftech team will conduct a Planning and Analysis (P&A) study and discussion with the Port and stakeholders up to three iterations. Of critical importance, we will vet our design ideas with marine contractors.

#### *Kick-off Meeting*

The Liftech team will meet with the Port and stakeholders to confirm the project data and goals as outlined in the document titled: "Feasibility Assessment and Project Basis, Relocation of the SS Red Oak Victory, Port of Richmond, updated May 2025." Our team will clarify additional project goals that need to be addressed. We will summarize our understanding in a memorandum format and distribute it to the project team as the basis for P&A studies.

#### *Planning and Analysis – First Iteration*

Based on information collected at the kick-off meeting, the Liftech team will develop three conceptual plans with a pro and con discussion for each concept. We will consider future modifications for development into a more comprehensive facility to serve various marine uses. We will consider one concept as a float concept. The pro and con discussions will focus on the marine structural plan, geotechnical considerations, and permitting challenges. We will have qualitative discussion of relative cost for each option.

We will prepare a PowerPoint presentation to facilitate a working discussion with the Port's staff and stakeholders, solicit input, and identify viable design concepts.

#### *Planning and Analysis – Second Iteration*

Based on input obtained, the Liftech team will refine concepts to two viable concepts. We will prepare conceptual cost estimates for each and prepare a pro and con comparison.

We will prepare a PowerPoint presentation to facilitate a working discussion with the Port's staff and stakeholders, soliciting input for a preferred concept.

#### *Planning and Analysis - Third Iteration*

The Liftech team will finalize the preferred concept that will be used as a basis for project scoping for environmental permitting assessment and preliminary engineering development. We will summarize the project basis for the preferred concept plan in a submittal to the Port and stakeholders.

### *3. Permitting Pathway Assessment*

Following the identification of environmental constraints and potentially feasible alternatives, WRA will provide a detailed environmental permitting pathway for the proposed project. A permitting matrix will be produced detailing a proposed schedule of necessary permitting and consultation items as required by each associated agency. Agencies likely to be considered within the matrix include USACE, RWQCB, CDFW, USFWS, NMFS, and BCDC. The matrix will include proposed schedule dates for required agency coordination items such as interagency meetings (USACE pre-file notifications (RWQCB), and other necessary consultations. Estimated timelines for the permit review and approval process will be provided within the context of each relevant agency, referencing applicable statutory deadlines where available. Additionally, WRA will provide estimated permit application fees for each agency where applicable. Based on the most current fee schedules available, WRA will briefly consult agencies to ensure proper permit application processes are followed.

Ellen Johnck and WRA will strategize the permit application process and address the historical aspects of the vessel relocation.

### *4. Preliminary Engineering*

We will perform conceptual engineering to size major marine structural components, such as piling, wharf deck, fenders, bollards that are required to moor the SS Red Oak Victory ship, and access from the landside to the ship. We will prepare engineering drawings with project notes outlining the design criteria and general notes. We will use the preliminary engineering drawings to prepare Class 5 rough order of magnitude (ROM) cost estimate for the marine components. The Port will furnish the cost estimates for landside improvements.

We will estimate the dredging volume and identify additional geotechnical data needed to support the bridging documents for the final design.

We will develop a preliminary project description which includes proposed timing, location, equipment, minimizing measures, and best management practices for compliant implementation of the project.

## 5. CEQA Support

Due to the preliminary nature of the project, the preliminary project description will not be prepared with the intent of satisfying practitioner-level standards for California Environmental Quality Act (CEQA) review but may be used for reference for the CEQA application.

We include a nominal time for responding to initial inquiries during the CEQA analysis. We exclude any time for public review. The public review effort will be performed as an optional service.

## 6. Project Management and Coordination

Liftech will manage subconsultant work and coordinate the work with the Port. Sugi Loni will be the lead project manager supported by Derrick Lind providing the Port two points of contact throughout the project. We will support Port staff at two virtual meetings with representatives of the Red Oak to review the concepts and one neighborhood Council meeting. The Port will prepare and lead the presentation. Liftech team will support by providing and presenting technical aspects.

## 7. Assumptions and Exclusions

The landside work, e.g., interface with roads and utilities, will be provided by the Port.

We believe that discussion with the State Historic Preservation Officer (SHPO) will be required. This work is excluded and assumed to be performed in the next phase of design.

CEQA application and public comments are an exhausting process. Our scope in this proposal is limited to identify a pathway. Task 6b is assumed to be performed in the next phase of design. WRA is willing and qualified to prepare permit application packages for environmental compliance with each of the regulatory agencies identified in the Permitting Pathway Assessment. WRA would coordinate with agencies, attend required pre-file agenda items, and prepare all materials for submission of permit applications on behalf of the Port through online portals or by mail as appropriate.

Soil exploration including CPT tests and soil borings will be performed in the next phase of design.

Exclude D/B bridging documents.

Exclude CEQA and SHPO applications.





Fee Estimate for Berth Layout Concepts and Permitting Assessment  
for SS Red Oak Victory Ship Relocation

Date: 8/5/2025  
By: SL Chk'd: EGS

		Sr. Struct	Sr. Struct	Struc	Project	Design	Struct	Admin	Subtotal	Subtotal	Subs &	10%	Subtotal	
		Engr	Engr/PM	Engr	Engr/PM	Engr	Drft		Hours	Labor Cost	Expenses	Markup	Cost	
Task Descriptions		2025 Billing Rates	\$315	\$265	\$260	\$230	\$190	\$180	\$145	(hrs)	(\$)	(\$)	(\$)	
<b>Task 1 - Existing Condition Analysis</b>														
<b>2.1 Document Review and Site Visit</b>														
a	Review available documents and reports to understand the site conditions		2	8	8					18	\$4,830	\$10,036	\$1,004	\$15,870
b	Site visits		4	4						8	\$2,320		\$0	\$2,320
c	ENGEO geotechnical reports review/site visit			2	2					4	\$1,050	\$27,000	\$2,700	\$30,750
d	WRA - Desktop review/site visit			2						2	\$530	\$6,300	\$630	\$7,460
e	Ellen Johnck site visit/document review			2						2	\$530	\$2,500	\$250	\$3,280
<b>Subtotal</b>										<b>34</b>	<b>\$9,260</b>	<b>\$45,836</b>	<b>\$4,584</b>	<b>\$59,680</b>
<b>Task 2 - Value Engineering</b>														
<b>2.1 Kick-off Meeting</b>														
a	Meeting with Port and stakeholders and preparation		2	8	2					12	\$3,270	\$3,176	\$318	\$6,764
b	Memo summarizing project data		2	8	2				2	14	\$3,560	\$5,594	\$559	\$9,713
<b>2.2 P&amp;A - First Iteration</b>														
a	Develop up to three concepts		8	8	24					40	\$10,880	\$4,000	\$400	\$15,280
b	Prepare PowerPoint presentation		2	4	8				4	18	\$4,350		\$0	\$4,350
c	Discussion meeting with project team		4	4	4					12	\$3,360		\$0	\$3,360
d	ENGEO input and meeting participation									0	\$0	\$2,500	\$250	\$2,750
e	WRA input and meeting participation									0	\$0	\$2,500	\$250	\$2,750
f	Ellen Johnck input and meeting participation									0	\$0	\$2,500	\$250	\$2,750
<b>2.3 P&amp;A - Second Iteration</b>														
a	Refine initial concepts to two		8	8	24					40	\$10,880		\$0	\$10,880
b	Prepare Conceptual Cost Estimates			4			8			12	\$2,580		\$0	\$2,580
c	Prepare PowerPoint presentation		2	4	8				4	18	\$4,350		\$0	\$4,350
d	ENGEO input and meeting participation									0	\$0	\$2,500	\$250	\$2,750
e	WRA input and meeting participation									0	\$0	\$2,500	\$250	\$2,750
f	Ellen Johnck input and meeting participation									0	\$0	\$2,500	\$250	\$2,750
<b>2.4 P&amp;A - Third Iteration</b>														
a	Finalize preferred concept		8	8	16					32	\$8,800		\$0	\$8,800
b	Update Conceptual Cost Estimates			4			8			12	\$2,580		\$0	\$2,580
c	Prepare PowerPoint presentation		2	4	8				4	18	\$4,350		\$0	\$4,350
d	ENGEO: finalize recommendation									0	\$0	\$2,500	\$250	\$2,750
<b>Subtotal</b>										<b>228</b>	<b>\$58,960</b>	<b>\$30,270</b>	<b>\$3,027</b>	<b>\$92,257</b>
<b>Task 3 - Permitting Pathway Assessment</b>														
<b>3.1 Permitting Assessment/CEQA Support</b>														
	WRA - Permitting pathway research and report									0	\$0	\$12,200	\$1,220	\$13,420
	Ellen Johnck - Permitting advisor and SHPO										\$0	\$10,000	\$1,000	\$11,000
	WRA - Additional Community Meeting											\$3,850	\$385	\$4,235
<b>Subtotal</b>										<b>0</b>	<b>\$0</b>	<b>\$26,050</b>	<b>\$2,605</b>	<b>\$28,655</b>
<b>Task 4 - Preliminary Engineering</b>														
4.1	Mooring analysis and loading by Argonautics		1							1	\$315	\$6,000	\$600	\$6,915
4.2	Structural analysis of berthing deck		8		16	32	80			136	\$29,240		\$0	\$29,240
4.3	Prepare conceptual drawings													
	Title Sheet									2	\$360		\$0	\$360
	Project Notes and Criteria		1		2	8				13	\$3,035		\$0	\$3,035
	General Notes		1		1	4				8	\$1,855		\$0	\$1,855
	Overall site plan and enlarged plan		4		8	16				32	\$12,780		\$0	\$12,780
	Public and vessel access		2		8	16				32	\$12,150		\$0	\$12,150
	Cross sections		4		8	16				32	\$12,780		\$0	\$12,780
4.4	QA/QC drawings		4	8	4	8	8			16	\$10,660		\$0	\$10,660
4.5	Prepare submittal package for Port's review			2			8	8		18	\$3,490		\$0	\$3,490
4.6	Incorporate Port's comments		2	4		4		16		26	\$5,490		\$0	\$5,490
4.7	Finalize deliverables			2			8	8		18	\$3,490		\$0	\$3,490
<b>Subtotal</b>											<b>\$95,645</b>	<b>\$6,000</b>	<b>\$600</b>	<b>\$102,245</b>
<b>Task 5 Project Management</b>														
5.1	Project management and coordination. 1.6 hr/wk x 40 weeks = 64			64						64	\$16,960		\$0	\$16,960
<b>Subtotal</b>										<b>64</b>	<b>\$16,960</b>	<b>\$0</b>	<b>\$0</b>	<b>\$16,960</b>
<b>Total</b>										<b>\$180,825</b>	<b>\$108,156</b>	<b>\$10,816</b>	<b>\$299,797</b>	

# 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**

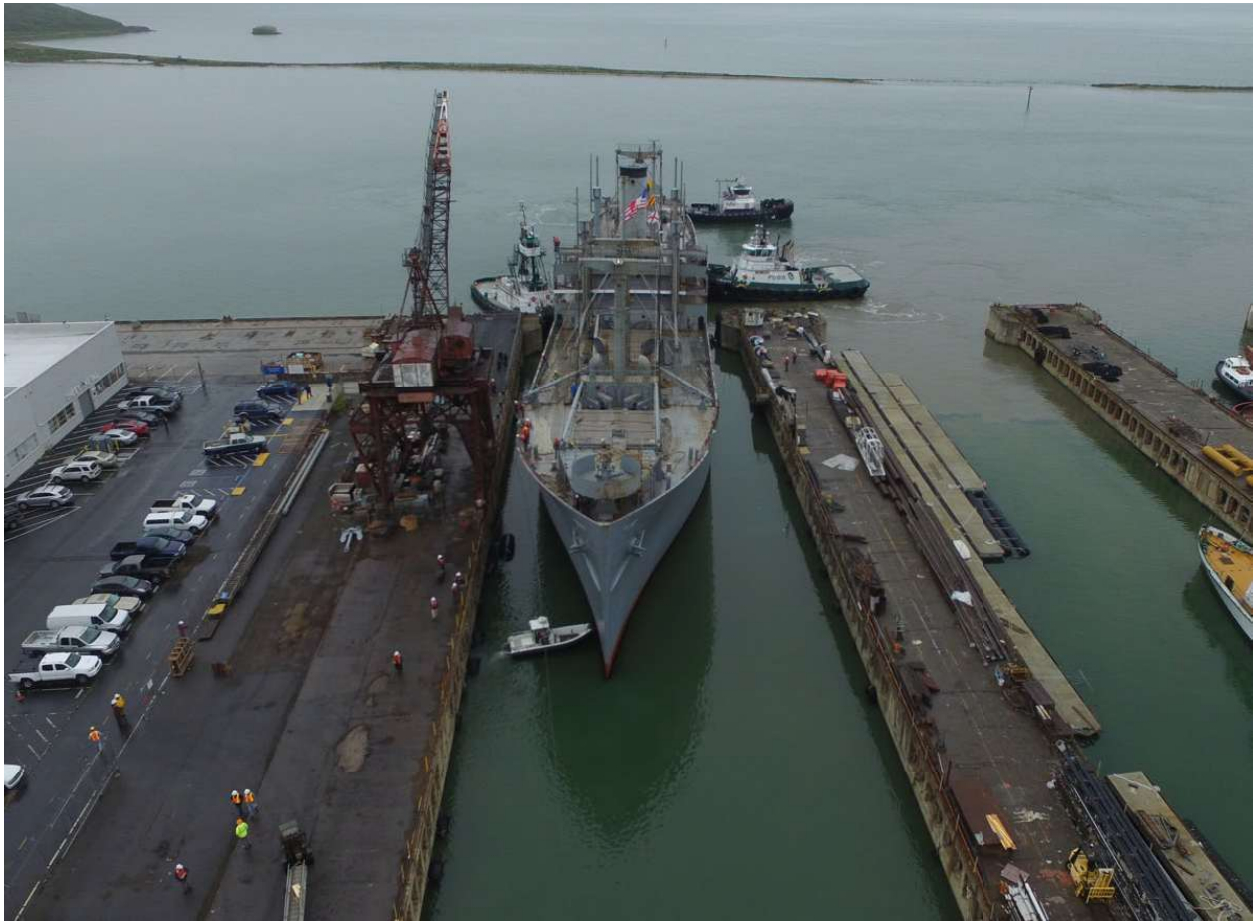
This RFP is advertised to the vendors with the following codes on the BidsOnline system.

- 91842
- 92500
- 92588

**ATTACHMENT A**

**FEASIBILITY REPORT AND PROJECT BASIS**

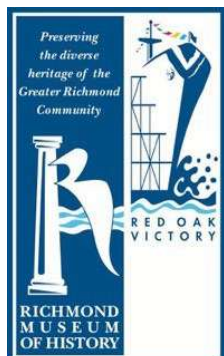
**PORT OF RICHMOND**  
**RELOCATION OF THE SS RED OAK VICTORY**  
**FEASIBILITY ASSESSMENT AND PROJECT BASIS**



**July 2024**

Updated May 2025  
by R Stevens

**Prepared by:**





**RED OAK VICTORY RELOCATION – PROJECT BASIS**

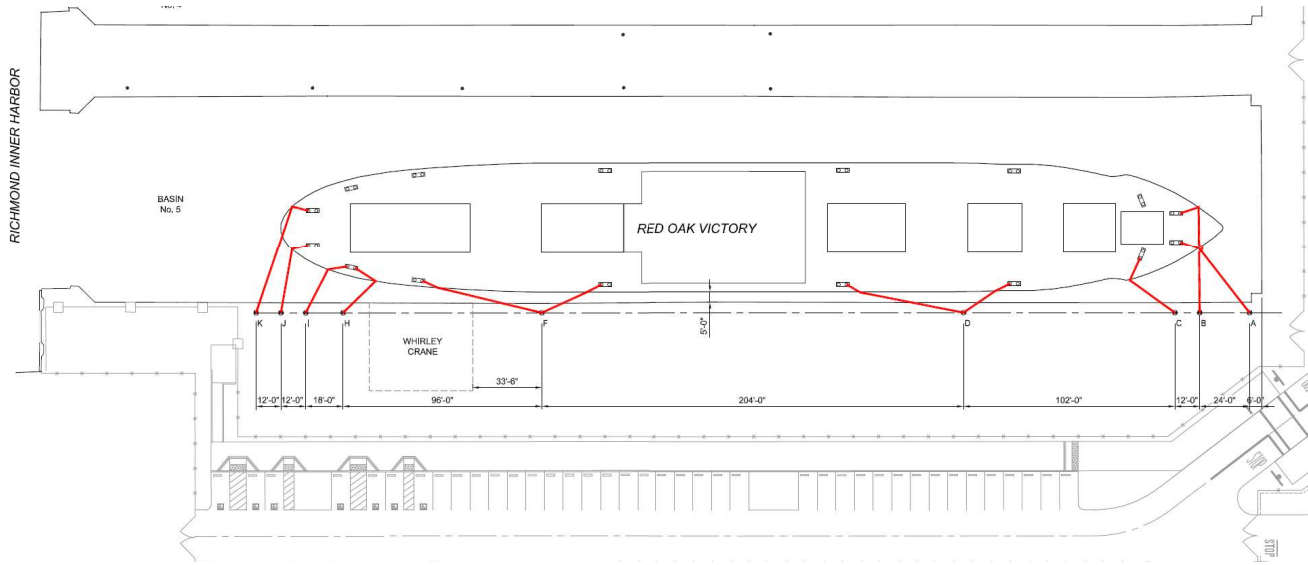
The Port of Richmond in collaboration with the Red Oak Victory (non-profit organization) intend to relocate the SS Red Oak Victory from Basin Number 5 at the Point Potrero Marine Terminal to a new berth on the east side of the Inner Harbor as shown in the attached plans. This project includes the following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



**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.











**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
<b>Demolition</b>						
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
<b>Dredging</b>						
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
<b>Wharf Construction</b>						
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
<b>Site Work</b>						
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
<b>Utilities</b>						
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
<b>Other Costs</b>						
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
<b>Total Construction Cost:</b>						<b>\$10,753,725</b>

Notes

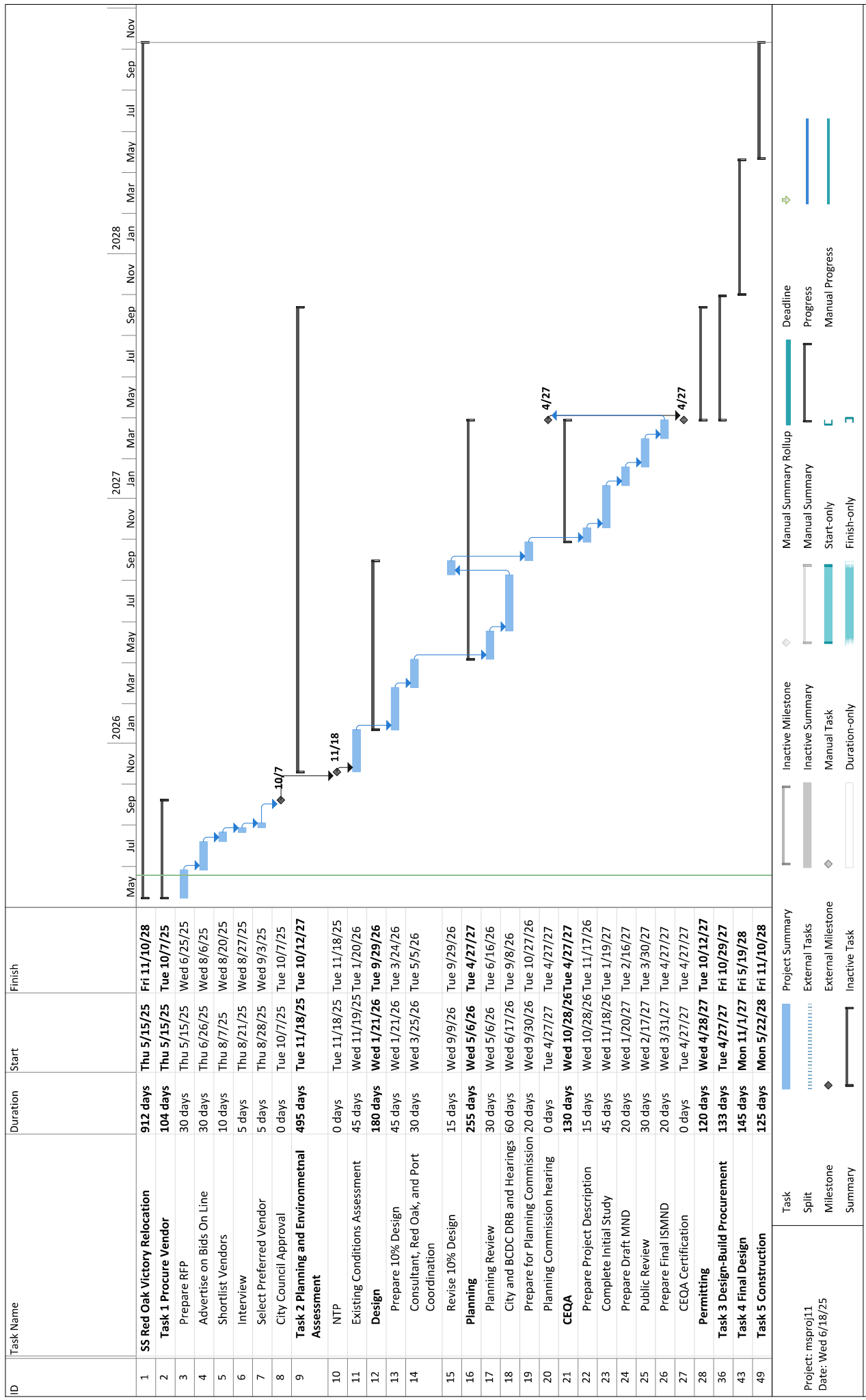
1. Prevailing Wage Rates
2. Hull Repair Cost (#501) Per Red Oak Victory

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

**Recommended Budget \$18 million to \$22 million**

Prepared by: R Stevens  
Checked by : None

**CLASS 5 ESTIMATE**



**ATTACHMENT B**

**BATHYMETRIC DATA**

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

For the Contract between the City of  
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**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.

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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; 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,

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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.

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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

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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

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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

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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.

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\_\_\_\_\_

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

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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,

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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.

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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

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\_\_\_\_\_

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)**

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

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

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

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

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

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

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

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

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

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

<h2 style="margin: 0;">City of Richmond - Insurance Requirements - Type 2: Professional Services</h2>
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Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage.	
Professional Liability or Errors & Omissions Liability –  <i>Required for all professionals including architects, engineers, consultants, construction management, counselors, medical professionals, hospitals, clinics, attorneys and accountants, &amp; other consultants as may be required by the City.</i>	<b>PROJECT COST</b>	<b>REQUIRED LIMIT</b>
	\$0 - \$1 million	\$1 million p/o
	\$1 million - \$5 million	\$2 million p/o
	Over \$5 million	\$5 million p/o

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

**Umbrella/Excess Liability Policies**

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

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

### Claims-Made Policies

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

### Subcontractors

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

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

### Verification of Coverage

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

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

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, CONTRACTOR must mail the original certificates and endorsements to Designated Project Manager once faxed.

### Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

### Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

### Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

### Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

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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:** \_\_\_\_\_