

**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

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]:

MARTIN ASSOCIATES
ECONOMIC & TRANSPORTATION CONSULTANTS
941 Wheatland Ave. • Suite 203 • Lancaster, PA 17603
(717) 295-2428 • FAX (717) 295-7089
www.johncmartinassociates.com

January 13, 2026

Mr. Charles Gerard
Port Director
Port of Richmond
1322 Canal Blvd
Richmond, CA 94804

Dear Mr. Gerard,

Martin Associates is pleased to submit our proposal to conduct an economic impact study of the Port of Richmond. Martin Associates is the industry leader in conducting economic impact studies of seaport activity, having conducted more than 900 economic impact studies for nearly every seaport in the U.S. and Canada over our 40 years of business. Martin Associates is very familiar with the maritime operations in the Bay Area, having conducted economic impact studies for the Ports of Oakland, Redwood City, Stockton, Sacramento and San Francisco. We have also conducted the economic impact studies for the Ports of Los Angeles, Long Beach, Hueneme, and San Diego, both individually as well as part of the impact studies we conduct for the Pacific Maritime Association. Martin Associates prepares the economic impact analysis of the West Coast seaports on a regular basis. The West Coast economic impact studies we conduct for the Pacific Maritime Association estimate impacts supported by all maritime cargo operations and facilities at the deepwater ports in California, Washington and Oregon. Martin Associates' most recent economic impact study conducted for the Pacific Maritime Association in 2021 included the economic impacts of the Port of Richmond. Impacts included both public city owned properties and facilities located within the Port and private operations such as the Chevron Richmond facility, and were based on detailed interviews with each tenant of the Port as well as private terminal operators. Separate terminal models were developed for each operation at the Port.

The 2021 Pacific Maritime Association Economic Impacts of the West Coast Seaports included the development of a specific impact model for the Port of Richmond that provided estimates of jobs, income, revenue and taxes supported by the five City owned terminals and ten privately owned terminals.

With respect to *non-California West Coast ports*, Martin Associates provides continual economic impact support services and modeling for the ports of Portland (seaport, airport and commercial and real estate tenants); Grays Harbor (marine cargo, industrial and commercial real estate, commercial and sport fishing); Longview, Everett, Bellingham (commercial and industrial tenants and commercial and sport fishing); Vancouver, (WA); Port Townsend (marine trades, commercial and

sport fishing); and Port of Ilwaco (commercial and recreation fishing). We also develop the economic impact models for the terminals included in the Northwest Seaport Alliance (Seattle and Tacoma).

On the **Atlantic Coast**, Martin Associates has developed economic impact studies for Miami, Port Everglades, Port Canaveral, Jacksonville, Palm Beach, the North Carolina State Ports Authority, Ports of Virginia, Baltimore, Philadelphia, South Jersey Port Corporation, Boston (marine cargo, cruise, commercial fishing), Providence, and New Bedford (MA) (commercial fishing and processing). We also conduct the economic impact studies of all ports in Florida for the Florida Ports Council.

On the **Gulf of Mexico**, we conduct economic impact studies for the Ports of Tampa, Panama City, Pensacola, Mobile, Port Manatee, New Orleans, Gulfport, and Lake Charles, as well as all ports in the state of Texas, including Houston, Galveston, Corpus Christi, Texas City, Freeport, and Brownsville. We are just beginning statewide impact study for the Ports of Louisiana. We also provide the economic impact studies for **40 U.S. and Canadian Ports on the Great Lake and St. Lawrence Seaway every 5 years.**

The economic impact methodology used by Martin Associates is based on detailed assessments of each individual port's operations and has gained widespread acceptance throughout these industry sectors. Because of this level of detail, these impact analyses are highly defensible, and the direct economic impacts can be traced to the individual firm. Economic Impact Studies have become integral planning tools for our port and airport clients in addition to the traditional public relations use of impact studies. It is to be emphasized that the Martin Associates methodology to assess the economic impacts of seaports has been reviewed and accepted not only by the nation's ports, ocean carriers, terminal operators and cruise lines, but also by the U.S. Council of Economic Advisors, the U.S. Federal Reserve Board, and the International Trade Commission.

From a community benefit perspective, we have used our economic impact studies and economic impact models to demonstrate to the community the positive economic benefits of the port's current operations as well as the potential impacts of new projects, new terminal development investments, and navigational improvements. We also combine the economic impact analyses with benefit cost analysis to demonstrate the net environmental, safety, and infrastructure benefits associated with specific maritime projects, and the use of the port's marine terminals. This has been a successful formula to engage community support of port projects, as well as to secure federal and state grants. Our impact studies are also used to identify job categories most critical to maintain and grow port operations including warehousing, trucking, marine construction, etc. which can be used to target training programs. Our studies are also used to identify the impacts of the port in economically disadvantaged communities.

Martin Associates has no conflicts of interest or any exceptions to the RFP and the offer will remain in effect for a minimum 180 days. We accept the insurance requirements as well. Martin Associates and the team will not participate in any other similar work involving a third-party with interests currently in conflict or likely to be in conflict with the City of Richmond. There are no pending or active investigations or litigation against Martin Associates or any member of the team. Again, thank you for this opportunity to submit a proposal to conduct the Port of Richmond Economic Impact Study. Should you have any questions, please feel free to call me at (717) 295-2428 or (717) 371-8599 (cell). Martin Associates headquarters is 941 Wheatland Ave, Suite 203 in Lancaster, PA. Martin Associates also has an office in Avon, CO.

Sincerely,

A handwritten signature in blue ink that reads "John C. Martin". The signature is written in a cursive style with a large initial "J" and "M".

John C. Martin, PhD
Manager, John C. Martin Associates, LLC

I. PROJECT SCOPE

The economic impact studies developed by Martin Associates are based on detailed interviews with all marine tenants, as well as those firms' providing services to support the maritime activity and those industries using the port's marine terminals. Having included the Port of Richmond in our previous West Coast Maritime Economic Impact studies for the Pacific Maritime Association, we are very familiar with the composition of the Port and its tenants and private terminals within the Port District and have developed detailed models of each of these operations. The Port of Richmond's roots are in petroleum and liquid bulks but have expanded its dry bulk, RoRo and break-bulk cargo handling capabilities. For example, imported autos moving via Auto Warehousing are delivered to dealerships throughout the western United States via truck and rail. Private liquid bulk facilities such as BP, Chevron, Kinder Morgan, IMTT and ConocoPhillips handle a variety of petroleum products, renewable fuels, and lubricants. Gypsum, stone, sand and aggregate are also imported through the Port of Richmond supporting local drywall manufacturing and the construction industry. Sims America exports scrap metal from the East Bay region to global markets. The Port of Richmond also leases terminal and dock space to support maritime infrastructure and energy projects in the San Francisco Bay region. Several maritime support companies such as Foss Maritime and Dutra Group are also Port of Richmond tenants. In addition to quantifying the impacts of the cargo related operations, we will also quantify the impact of the non-maritime tenants located at the Port, as well as the economic impacts of Marina Bay Yacht Harbor and Point San Pablo Harbor.

The Martin Associates' approach measures the current maritime impacts of the port as well as non-maritime related tenants and the marina activity. We develop proprietary maritime economic impact models, as well as real estate and marina models to quantify the impacts of industrial and commercial real estate tenants as well as the activity of the marina boat owners. The port model can be used to test the sensitivity of impacts to changes in such factors as tonnage levels, commodity mix, vessel size, labor productivity and work rules, new terminal development, inland modal distribution, and changes in the port's commodity specific hinterland. The port model can also be used for annual updates and to quantify the impacts of channel deepening and widening, as well as new real estate tenants and cargo. Tonnage forecasts as well as revenue and financial performance scenarios can be used directly in the model to estimate the impact of future activity at the Port of Richmond and for specific tenants, as well as to evaluate alternative marketing and facilities development strategies. The impact model can also be used to evaluate specific terminal activity, such as new construction or the addition of a new carrier.

The seaport impact analysis will demonstrate the impact of the Port's marine terminals and support services by cargo type and job sector. Also, the impacts of the non-maritime real estate tenants.

Impacts will include the following:

- Business revenues
- Employment described by:
 - Direct, indirect, and induced
 - Business category
 - Place of residence
 - Employee earnings
 - Local purchasing

- State, local and federal taxes generated

The following tasks detail our approach to measuring the economic impacts generated by seaport activity at the marine terminals, as well as the impacts of the industrial and commercial tenants and the Port's marinas. To gather input data, we will use a combination of personal interviews, telephone interviews, published state and county data, and port operational models developed from port-specific terminal operations. Our approach consists of the following tasks.

TASK 1: Define Port Participants and Study Structure

This is a crucial task, as it is necessary to rigidly define what is to be measured and to further identify the interrelationships between the various impact sectors. We will use a list of the Port marine dependent tenants, as well as industrial tenants and users of the marine terminals located in proximity to the Port but not necessarily on Port property. We will also identify service providers such as tug operations, forwarders, agents, pilots, marine construction firms etc. providing services to the port operations. We will use the Port directory of services, Port tenant lists and the Golden Gate Ports Handbook, as well as Martin Associates' proprietary data bases developed from previous impact studies of Bay Area ports, as well as our economic impact studies of the West Coast Seaports (for the PMA), which also include the Port of Richmond.

Subtask 1.2: Identify Major Commodity Groups

Since the impacts will be commodity-type specific, the major commodity groups to be used in the analysis will be identified and agreed upon with the port. Commodities normally reflect the method of handling, which has a significant effect on the economic impacts generated. The impacts will be estimated by commodity/handling type, and by specific terminal. Having identified the port participants and the commodity-group categories, we will collect the input data for the economic impact analysis, as described in the following task.

TASK 2: Collect Data

In this task, data required to estimate the impacts will be collected through a combination of personal and telephone interviews; the use of port-specific data regarding surface transportation patterns and service, commodity origins/destinations (O/Ds), and the use of state and county specific data published by the U.S. Bureau of Census (i.e., County Business Patterns, Census of Service Industries, Census of Retail Trade, Census of Wholesale Trade, Census of Construction, etc.), and the US Bureau of Economic Analysis.

TASK 3: Estimate Job Impacts

Four types of employment impacts will be generated:

- Direct Jobs are the jobs directly dependent upon the shipment and receipt of cargo via the terminals. (These are jobs that would cease if the port were to be closed.) Also included are direct jobs with the non-cargo real estate tenants.
- Induced Jobs are the jobs generated in the regional economy due to the in-state purchases of goods and services by those directly employed in port-dependent activity.
- Indirect Jobs are jobs with local suppliers of goods and services that are purchased by firms (stevedores, agents, towing companies, forwarders, trucking companies, non-maritime tenants, etc.) that are directly dependent upon the port.

- Shipper/Consignee (Port User) Jobs are the jobs with shippers/consignees moving cargo through the port's marine terminals including petroleum, liquid bulks, dry bulks, break bulk and RoRo cargo.

In this task, the direct job impacts will be estimated separately for each of the following impact sectors:

- Surface Transportation;
- Maritime Services;
- Shippers and Consignees; and
- Port Authority.

For the most part, direct jobs will be estimated on the basis of interview results. Jobs dependent on port-specific tonnage (by major commodity group) and vessel calls (associated with major commodities) will be estimated using labor productivity and ship call data collected during the interviews. Direct job impacts will be estimated for major commodity types handled at the port and will be expressed as full-time equivalent jobs by commodity type. **The direct job impact will be estimated on a county/MSA-specific basis, based on the location of employees' residences, as identified through interviews with the tenants, as well as induced models developed at the appropriate level of geographic detail. We can also estimate the economic impacts by County within the state of California, and by state Assembly and Senate Districts, and by Federal Congressional Districts within the State. The impact can also be estimated by state throughout the U.S. This allocation of impacts to county, state legislative districts, and Federal Congressional Districts within the State are presented in a separate optional task in the following work scope.**

Subtask 3.1: Estimate Surface Transportation Sector Direct Job Impact

The surface transportation sector consists of railroads, trucking firms and barges moving cargo to and from the Port of Richmond's marine terminals.

- Railroad Employment Impact will be estimated based on the typical origin/destination movement of the rail-moved commodities. The annual rail tonnage, by commodity, will be converted into required annual carloads and, subsequently, into trainloads. Based on typical O/D patterns for each rail-moved commodity, the average number of crew changes will be estimated to calculate the number of full-time equivalent crew jobs. Crew jobs will be adjusted to include administrative employees, based on the ratio of administrative employees to train crews.
- Truck Employment Impact will be based on the typical O/D movements for cargoes hauled by truck to and from the terminals. Annual truck-hauled tonnage (by commodity) will be converted into annual required truck trips, which then will be converted into full time equivalent truck driver jobs. The driver impact will be adjusted to reflect administrative and dispatcher employment as well. The impact of drayage to a rail terminal will also be included in this impact.
- Linehaul Barge Employment Impact will be estimated on the size of barge and tow size, as well as O/D movements and will factor in crew and support jobs.

Subtask 3.2: Estimate Maritime Service Sector Direct Job Impacts

The job impacts in this category will be obtained directly from interviews, supplemented, as necessary, by published local data. Specific categories for which economic models will be used to estimate commodity-specific job impacts are described in the following paragraphs.

- Terminal jobs - both direct full time terminal jobs as well as casual terminal jobs associated with the load and discharge of cargo will be included in this category. The casual jobs generated by each major commodity handled at the marine terminals will be estimated based on actual average productivity, as determined through interviews with the terminal operators and combined with the total tonnage of each commodity.
- Pilots - The number of pilots required for each major commodity will be estimated based on the number of pilots required to bring a vessel (associated with each commodity) to and from the port, the number of such vessels per year and the number of assignments a typical pilot works per year.
- Towing firms' jobs - Crew jobs aboard tugs will be estimated based on the average number of crewmen (or crew hours) per tug, the number of tugs required to bring a vessel (associated with a given commodity) to and from the port, and the number of such vessel calls per year. The administrative employees of towing firms will be identified from interview results. These impacts are separate from the jobs with the linehaul barge operations.
- Shipyards - The number of workers employed in ship repair yards providing services to vessels calling Port of Richmond will be estimated from interview results. These workers will not be allocated to a specific commodity but will be included only in the estimate of total jobs.
- Marine terminal construction – Employment in this category includes jobs with firms providing on-going maintenance as well as new terminal construction at the Port.
- Other maritime service sector firms - Employment in other maritime service sector firms will be estimated from the results of the interviews. The job impacts will be allocated to each major commodity based on the percentage of business in each type of firm attributed to a particular commodity. These firms include agents, freight forwarders, warehouse operators, NVOCC's, surveyors, customhouse brokers, etc. Special emphasis will be placed on identifying the impacts generated by activity at the Port of Richmond versus activity at other Bay Area ports, for which the same firm provides services. We have also developed a freight forwarder model that allows us to assign a specific forwarding or customs house clearance fee per ton to specific types of cargo. This fee per ton or unit will be used to estimate the purchases by commodity type from this category of the maritime services sector. These purchases of forwarding services and customhouse brokerage services will be converted into full-time equivalent jobs for relevant commodities.
- Non-maritime port tenants located at the Port of Richmond

Subtask 3.3: Estimate Shipper/Consignee Job Impacts

Two types of shippers/consignees are associated with port activity. The first type consists of users totally dependent upon the marine terminals and is typically employed at facilities that depend upon the shipment and receipt of cargo over the Port's marine terminals and could not use other ports in the region due to logistics costs. The jobs in these firms totally dependent upon port activity will

be estimated based on the responses to the interviews. The second type of shippers/consignees consists of users of the marine terminals who are not totally dependent upon the marine terminals and use the port facilities for the shipment and receipt of cargo. These will be included in user related jobs.

Subtask 3.4: Estimate Port Authority Impacts

Administration jobs with the Port of Richmond.

TASK 4: Estimate Income Impacts

The estimation of income impacts will be a fairly straight-forward process. For participants in each of the economic sectors, the average annual earnings per person will be estimated from the questionnaire results or from secondary research data. This annual salary, multiplied by the corresponding number of full-time equivalent jobs, will equal the income impact for each participant in each of the economic sectors.

To estimate the effect of re-spending the port-generated income throughout the regional economy, a regional income multiplier will be applied to the initial personal earnings impact received by those workers employed due to activity at the marine terminals and port complex. The appropriate local/regional income multiplier will be obtained from the U.S. Department of Commerce, Bureau of Economic Analysis, Regional Input-Output Modeling System (RIMS II). The re-spending effect will then be used to estimate induced jobs, as described in Task 5, following.

TASK 5: Estimate Induced Impacts

The employment created by port activity in turn creates income, which is spent and re-spent throughout the local, state and national economies. As a result of the purchases of goods and services by individuals directly dependent upon the port, additional jobs in the local, state and national economies will be generated. In this task, we will isolate that fraction of the personal income impact used by individuals to purchase goods and services produced in the local economy and the resulting induced employment generated for the Richmond area residents, as well as the state of California.

It is important to emphasize that these jobs are generated due to the purchases by individuals employed due to port activity, not by firms supplying services at the Port.

TASK 6: Estimate Indirect Impacts

Indirect state job impacts are generated by the purchases of firms dependent upon the port activity. As part of the interviews and data collection effort, Martin Associates will develop local purchase profiles for firms directly dependent upon the maritime activity and tenants located at the Port of Richmond. The local and in-state purchases by the firms providing direct services to the port will then be used with the RIMS II model for Richmond and Contra Costa County, as well as for the State.

TASK 7: Estimate Business Revenue Impacts

The revenue impact is a measure of the level of gross sales generated by maritime activity at the port. The gross revenue impact consists of income earned by workers employed due to port activity, profits distributed to shareholders, expenditures used for the purchases of equipment and maintenance services, investments, and tax payments. Revenue impacts will be estimated for each of

the economic sectors and allocated by commodity. We will also provide an estimate of the value of the cargo moving via the marine terminals, as this measure is a critical measure in estimating the user impacts, as described in Task 9.

Subtask 7.1: Estimate Revenue Impacts to the Surface Transportation Sector

Revenue accruing to the railroads, trucking firms and barge operations will be estimated by multiplying an average rail or truck rate by the tonnage of each commodity handled by each mode at the port. The average commodity rates will be estimated from interviews with railroads, trucking firms and tug/barge operations. Revenue from drayage is also included.

Subtask 7.2: Estimate Revenue Impacts to the Maritime Services Sector

The revenue impacts accruing to the maritime services sector and non-cargo real estate tenants will be estimated from several sources. In most cases, the revenue by firm will be estimated directly from interview results. For example, terminal operators provide the revenue per commodity for stevedoring, handling and other terminal services. Interviews with warehouses operators provide the average revenue per ton earned based on average dwell times of each type of warehoused commodity. Agents provide the disbursements for a typical type of vessel call, including pilotage fees and towing fees, as well as agent fees and bunkers. The revenue impacts will be aggregated over the firms in the maritime sector to estimate a total maritime service sector revenue impact by commodity. Special attention will be given to avoid double counting when summing the revenue impacts over members of the maritime sector.

TASK 8: Tax Impacts

Federal, state and local tax impacts will be estimated primarily by using per income tax burdens obtained from the Tax Foundation database, as well as a corporate tax index from the U.S. Bureau of Census to be applied to the business revenue, and California specific taxes for state and local sales taxes, property taxes and income tax.

TASK 9: Port User Impacts

Essentially, each commodity/commodity group is associated with a producing or consuming industry. These are users that are not included as direct industrial tenants of the Port or included as dependent shippers/consignees located in proximity to the Port's marine terminals. For each related user industry, we then develop production functions that relate the value of exports and imports to the total value of total industry shipments specific to that industry. Data from the Bureau of Economic Analysis is used in this process. The value of each commodity group moving via the port terminals will be identified from USA Trade On-Line. ***Based on the origin/destination patterns of each commodity (as identified from terminal operator and steamship line interviews) as well as port records, we can then allocate in-state vs. out-of-state cargo flows and, hence, value of cargo.*** The value of in-state cargo flows, by commodity and associated industry are then inputted into the producing or consuming industry-specific production functions developed by Martin Associates from the U.S. Census of Manufacturing and the Bureau of Economic Analysis to estimate employment, income and value added within the various geographic areas generated by the cargo moving via the marine terminals. Related user taxes are also estimated. It is to be emphasized that the direct, induced and indirect jobs, income, revenue and taxes generated by cargo activity are subtracted from the port user impacts identified in this task in order to avoid double counting.

TASK 10: Marina Impacts

In this task, Martin Associates will develop an estimate of the impacts generated by the Port's marina operations. These impacts include the supplies purchased per typical recreational boat owner, by type of boat, and a survey of the boat yard and equipment/service suppliers and restaurants that serve the marina. Expenditures by type of boat will be identified for supplies, fuel, local purchases of equipment, repairs of electrical equipment, as well as storage, painting, haul out and vessel repairs. This data will be based on data developed as part of our numerous marina impact studies including the studies for the Santa Cruz Harbor District, Redwood City, Everett, Bellingham, Port Townsend, Grays Harbor, Olympia and Seattle. Martin Associates maintains a "living data base" regarding annual expenditures for recreational boating for moored motor and sail boats. We have just updated this database as part of our just completed economic impact study of the Alabama waterways (2005) and our current study of the state of Texas recreational boating impacts.

The expenditure profiles from the data supplied by the above noted sources will be aggregated by type of expenditure and type/size of boat. The expenditure data will be multiplied by the relevant jobs to sales ratios developed from the U.S. Census and U.S. County Business Patterns data for the local marine supply firms located in the Richmond area as well as interviews with the Port. This will provide an estimate of the direct jobs supported by the Port of Richmond marinas. The jobs can be identified by type of service supplier as well as by type of boat. Income and revenue impacts will also be estimated based on interviews and a review of U.S. Bureau of Census Data and County Business Patterns data for industries providing the services to the recreational boating sector in the Richmond area. Slip fees generated from the marina activity will be collected from the Port records based on slip fees.

The potential impacts of transient boats will also be estimated, based on typical expenditure profiles of overnight visitors by type of boat. This data will be derived from marina operations, as well as from a set of interviews with the marina operator regarding nights stayed, typical passengers per transient call. The direct revenue from the marina operations as well as the support services will be estimated from the interview results, the marina model, as well as the revenue from marina operations provided to Martin Associates from the Port.

A marina model will be developed that will allow for sensitivity analysis as to changes in the types and number of boats moored at the Port's marina, as well as changes in the number of transient boat operations.

TASK 11: Estimate Total Economic Value

The total economic value of the combined activity at the Port of Richmond to the State will consist of the direct business revenue, the value of output to the users and the re-spending impact. These three economic impact components are independent and adding the three components together will not include any double counting. This economic value of the Port to Contra Costa County and the State can then be compared to the state Gross Domestic Product., as well as to the GDP of the County and the MSA in which the Port is located.

TASK 12: Estimate the Cargo Economic Impacts by State Legislative District, Federal Congressional Districts within the State, and by Other States (Optional Task)

To estimate the economic impacts by state legislative district and by state throughout the U.S., it will be necessary to purchase the S&P Transearch data which will be used to trace the flow of cargo to and from the Port marine terminals and the counties throughout California. The impacts will then be estimated by county within the state and by state throughout the U.S., by commodity. The impacts by commodity and then by county within California will then be allocated to legislative district within the state, including federal congressional districts. The Transearch data will also be used to allocate the impacts to states outside of California by commodity. We have used this approach to estimate the impacts by state and federal legislative districts and by county for our economic impact studies for the Port of Oakland, the Port of Houston, the Port of Mobile and our just completed (2025) current economic impact study of the San Pedro Bay Ports for the Pacific Maritime Association.

TASK 13: Develop Port Impact Sensitivity Model

Martin Associates will develop a Port of Richmond economic impact model during the course of this study. The impact model, which is based on Excel, will provide a tool by which impacts can be updated periodically, and to test the sensitivity of the impacts to changes in tonnage levels, new facilities development, commodity mix, vessel calls, labor productivity and work rules, vessel mix, vessel load factors, channel dredging, and inland transportation modal mix (i.e., increased use of rail versus truck for a particular commodity, etc.). The model will be very useful in evaluating the incremental benefits from terminal development and infrastructure investment. The impact analysis of these types of investments will be very important in "selling" the investments and terminal expansions to the public and can also be used in bond justification. Finally, the seaport economic impact model will provide a framework to evaluate the economic impacts associated with alternative terminal development, as well as the impact of new industrial users and industrial and real estate tenants. The model can similarly be used to evaluate the potential impacts of future cargo projections. All impacts are estimated on a commodity specific and sector specific basis, as well as by terminal. The short-term impacts of a construction project can also be estimated, as well as the longer-term sustained impacts resulting from increased throughput, new vessel service, etc.

This model will also provide the framework to isolate the economic impacts associated with Chevron Refinery operations. The impacts of this operation can be discussed separately and shall be limited to the impacts of the shipments of cargo through the Long Wharf, and not the entire Chevron Refinery Complex. In addition, we will be able to estimate the impacts for the entire Chevron Refinery, as well as the impacts supported by the shipments of the Chevron cargo via the Long Wharf.

As with all of our port impact studies, Martin Associates will maintain control of the model and conduct sensitivity analysis and annual updates with new tonnage figures and specific projects provided by the Port for a period of 3 years at no cost. ***The model and underlying data we collect at the firm level of detail are held in confidence by Martin Associates and not provided to the Port or any other entities. This is done since the data required to develop the economic impacts and supporting models are highly sensitive from a competitive standpoint and cannot be collected without such confidential agreements between Martin Associates and the Port tenants.*** We typically respond to a request by a port for an impact sensitivity run within 8 hours and provide the economic impact associated with specific projects or new tonnage levels. After 3 years,

the model should be recalibrated through a study update to capture structural changes that occur over the three-year period.

TASK 14: Evaluate Community Benefits

Martin Associates's economic impact study results have recently been used by the Port of Oakland and the Port of Houston to demonstrate the Port's impacts on economically disadvantaged communities and to further identify the impact of the Port operations on specific occupations and industry sectors. This information was used to identify occupations that are critical to the Port operations and have typically been held by minority workers, including trucking, warehousing, freight forwarders/shipping and receiving clerks. We can identify these impacts as part of this proposed study.

In addition, we also can demonstrate the environmental benefits of the Port in terms of reduced trucking emissions and increased safety benefits of the use of the local port facilities. The emissions benefits is a separate analysis not included in this economic impact analysis scope, but can be included if the Port so wishes. These benefits are used in our benefit cost studies used for ports in applying for state and federal grants including MEGA, PIDP, and INFRA grants.

Another example of the use of the economic impact studies and benefits analyses that we conduct is the use this type of safety and emissions benefit analysis to reevaluate the transportation cost savings (the NED Benefits) that are projected to be generated under two scenarios regarding the deepening of the Stockton Deepwater Ship Channel (SDWSC) to a 38-foot and 40-foot navigation channel depth.

TASK 15: Prepare Final Report

The report will present the impacts by major commodity and for individual job categories within the economic sectors. Impacts will be discussed for the total port activity, as well as separately for cargo handled at public versus private terminals (i.e., petroleum/petrochemical terminals), as well as the marina impacts. The main intent of the report will be to educate the general population as to the importance of the port to the community, to provide a tool for port planning and to provide the benefits information required for capital spending decisions, terminal development and intermodal projects. In addition, a separate executive summary will be prepared, and if requested, we will present the findings at a public meeting.

**PROJECT COST AND SCHEDULE, RESUMES, QUALIFICATIONS AND
REFERENCES AND REQUIRED FORMS**

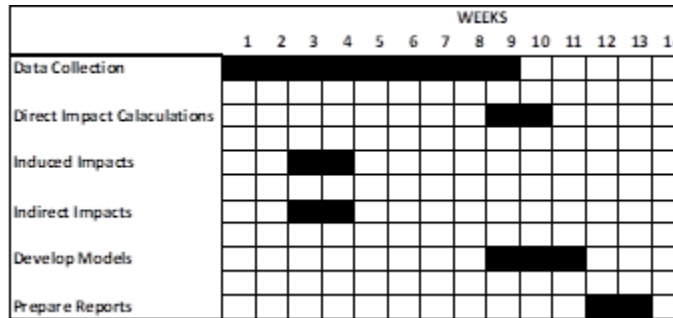
II. Project Cost and Schedule

The economic impact study will require about 4 months to conduct and will be based on 2025 port activity. The cost of the basic economic impact analysis is \$63,700, excluding the Optional Task 12. If the Port wishes to include the Optional Task to allocate the impacts by county and state legislative and Federal Congressional Districts within the state of California, as well as for other states, the cost of this task is \$19,200 and the cost of the Transearch data to be used to allocate the impacts by county is estimated at \$30,000. However, we will obtain a final data cost for the S&P Transearch data should the Port wish to include the county and legislative district allocations. The \$30,000 cost estimate of this data is based on recent similar data purchases Martin Associates has made from S&P.

Project Cost

Personnel Rate	Officer in Senior Charge				Total Cost
	Economist	Research	ADMIN	Hours	
	\$275	\$225	\$200	\$150	
	Hours				
Data Collection	40	60	100	8	\$45,700
Estimate Impacts and Model Development	24	24	24	8	\$18,000
Total Cost for Economic Impact Study Excluding Optional Task					\$63,700
Allocation of Impacts by Jurisdictions and Legislative Districts - Optional Task	24	40		24	\$19,200
Cost of Transearch (for Optional Task)					\$30,000

Project Schedule



III. PROJECT TEAM AND RESUMES

Dr. John Martin will oversee the project and modeling efforts. Mr. Michael Sarbaugh will be the day-to-day project manager. He will be assisted by Ms. Marnie Bergman, Ms. Michelle Wingenroth, and Mr. Jeffrey Sweeney.

Dr. John C. Martin, founder and manager of Martin Associates, will direct and coordinate the study team's work, and develop the economic impact models. Over his 50 years of providing maritime and airport consulting services, he has managed more than 3,500 port economic impact and planning studies for more than 500 seaports in the United States and Canada, Ireland, Europe, South America, Africa, China and the Caribbean. Specifically, Dr. Martin has conducted economic impact studies for the Atlantic Coast ports of Boston, Providence, Baltimore, New York/New Jersey, Philadelphia and the Delaware River ports, Norfolk, Wilmington NC. He has directed studies for all ports in Florida, as well as Mobile, Gulfport, and New Orleans; all ports in Texas; the California ports of Oakland, Los Angeles, Long Beach, Hueneme, Stockton, Sacramento, San Diego, and San Francisco; all ports in Oregon; and all ports in Washington; He has also led the economic impact studies of the U.S. and Canadian Great Lakes ports for a binational group of government and private sector clients in 2010, 2018, and 2023. These studies include detailed market analyses, cargo projections, development of strategic marketing plans, facility capacity analyses, the development of investment plans, financial feasibility analysis, economic impact analysis and detailed terminal design and layout. He also prepares analysis for ocean carriers, marine terminal operators, airports and federal agencies in the United States and Canada.

Years of Experience: 50
With Martin Associates: 40
Education:
Ph.D., Economics, 1978, The George Washington University,
M.Phil Economics, 1977, The George Washington University
B.A. (Cum Laude), Economics, 1973, Millersville University

Dr. Martin provides consulting services to the leading marine terminal operators of the world, including Hutchison Port Holdings, Stevedoring Services of America (SSA), Ports America, Yusen Terminals, Ceres (now part of SSA), Kinder Morgan, PSA, Logistec, QSL/American Stevedores, CMA-CGM and SAAM. In addition to Dr. Martin's extensive experience with the maritime industry, he has also managed nearly 100 airport studies with major airports in the United States.

Dr. Martin is widely recognized as one of the nation's leading transportation economists focusing on economic impact analysis of seaports and airports, as well as the development of seaport strategic plans and development of public/private partnerships for large transportation infrastructure projects. His private sector investment clients include Macquarie, First Sentier, Goldman Sachs, Fortress Investments, Bank of Montreal, Carlyle ING, and Och Ziff. Dr. Martin also prepares benefit cost analyses for many federal grant requests, including TIGER, PIDP, INFRA, MEGA, etc.

He has testified before the Council of Economic Advisors and the International Trade Policy Council regarding the imposition of the steel import quotas. Dr. Martin also prepared the economic analysis for the 1999, 2002, 2014-2015, 2022-2023 ILWU contract negotiations at the West Coast Ports. The Martin Associates economic impact models have been reviewed by the U.S. Federal Reserve Board and the U.S. Council of Economic Advisors and were used by the Bush Administration to enact Taft Hartly to resolve the 2002 West Coast port lockdown. He has appeared on CNN, CNBC, BBC, NPR, and ABC News and has been regularly quoted in leading business journals and

the Wall Street Journal regarding issues related to the marine transportation system infrastructure constraints as well as the importance of ports in the logistics decision making of major importers.

Mr. Michael Sarbaugh specializes in economic impact analysis of seaports and airports, market analysis and the development of NED benefits of channel deepening studies. He was the Project Manager on our Economic Impact Studies at the Ports of Stockton, Port of Redwood City, Miami (including marine cargo and cruise), Oakland (including marine cargo, aviation and real estate), Hueneme, Corpus Christi, Portland (OR) (including marine cargo, shipyard, aviation and real estate), Vancouver (WA) (including marine cargo and real estate), Seattle (including marine cargo, fishing fleet facilities, recreational boating/marinas, cruise, aviation and real estate), Bellingham (including real estate and marinas), Everett (including marine cargo and recreational boating/marinas), Olympia (including marine cargo, marinas and real estate), and Galveston (including marine cargo and maintenance dredging). He also managed the most recent economic impact study of the Calcasieu Ship Channel (Lake Charles, LA) and the economic impact study for the Port of New Orleans.

Years of Experience: 23

With Martin Associates: 23

Education:

B.S., Business and Economics,
2003, Gettysburg College

Mr. Sarbaugh was chief economist on our 2017 and 2022 Economic Impact Studies to quantify the impacts of cargo moving on the Great Lakes and St. Lawrence Seaway. Forty-two different ports along the Great Lakes and St. Lawrence Seaway are included in the study. The Economic Impact Studies quantify the impacts of cargo, cruise and in some cases, real estate impacts to the local regional economies. Mr. Sarbaugh also conducted cruise passenger surveys for the Ports of Baltimore, Canaveral, Seattle and Bellingham (Alaskan Marine Highway). Mr. Sarbaugh was head researcher for channel maintenance, deepening and navigational studies for the Ports of Stockton, Oakland, Port of Texas City, Houston, and the Port of Baltimore. These studies used similar methodology to show the NED benefits of maintaining the channel to the costs of maintenance dredging of the channel. All USACE maintenance and dredging studies require an NED analysis.

Mr. Jeffrey Sweeney has provided consulting services to seaport and airport clients since 1994. He is a specialist in economic impact analysis and the development of strategic marketing plans for seaports. Mr. Sweeney has conducted economic impact studies for the Ports of San Francisco (including marine cargo, real estate, marinas, commercial fishing and shipyard), Los Angeles (including marine cargo cruise, fish processing, recreational boating/marinas and real estate), Long Beach, Tampa (including marine cargo, cruise, ship repair and real estate), Houston, Corpus Christi (including marine cargo and military deployment and rest operations), Wilmington (DE), Oakland (including marine cargo, aviation and real estate), Baltimore (including marine cargo and cruise), Philadelphia, and Tacoma as well as numerous ports on the Great Lakes and Inland River System. Mr. Sweeney was the project manager on our completed comprehensive economic impact study for the Great Lakes/St. Lawrence Seaway System. This analysis consisted of 32 United States and Canadian ports and represents the most comprehensive economic impact study completed for the System. The results of the analysis were presented on a national, state/provincial and local level.

Years of Experience: 31

With Martin Associates: 31

Education:

B.A., Economics, 1994,
Millersville University
MS Logistics, 2013, Penn State
University

Mr. Sweeney managed the Ports of Indiana strategic plan, with a focus on the development of the river ports of Jeffersonville and Mt. Vernon, as well as Burns Harbor. Mr. Sweeney managed the strategic plan for the Port of Cincinnati, as well as developed the economic impact analysis for the Port of Cincinnati.

Mr. Sweeney conducted cruise passenger surveys for the Ports of Baltimore, Canaveral and Seattle, and provides the economic impact services for Port Everglades, FL (including marine cargo and cruise). Mr. Sweeney has developed market assessments and strategic plans for Port Everglades and Miami which included detailed assessment of the ports' competitive market position and the impact of dredging, the competitive impact of the development of on-dock rail, and the development of import distribution centers in the region. He has directed the bond justification studies for the Port of Jacksonville in support of the MOL/TraPac Terminal and Hanjin Terminal which included detailed cargo and revenue projections by commodity and line of business. For the Port of Palm Beach, he completed a detailed analysis of market demand and distribution center (DC) space needed in South Florida. The analysis also illustrated a detailed assessment of specific consumption market penetration within Florida and a detailed model of inland transportation costs from port of entry to DC to consumption markets. Mr. Sweeney has been a speaker at numerous industry conventions and seminars including the American Association of Port Authorities.

Ms. Michelle Wingenroth is a specialist in economic impact analysis and the development of strategic marketing plans and financial analyses for seaports. She is currently the project manager of our cruise economic impact study for the Port of San Francisco as well as our statewide economic impact study for the State of Texas. She has conducted economic impact studies for the Ports of Oakland, Long Beach, Houston, Los Angeles (including marine cargo, cruise, fish processing, recreational boating/marinas and real estate), Canaveral (including marine cargo, cruise, recreational boating/marina and real estate), Freeport (including marine cargo and maintenance dredging), Corpus Christi, Baton Rouge, New Orleans, Baltimore (including cargo and cruise), Wilmington (NC), Portland (OR) (including marine cargo, shipyard, aviation and real estate), and Virginia Port Authority. She was lead researcher on our study of the economic impacts of the Port of Pittsburgh, which was awarded the nation's top honor in research and economic impact studies by the American Waterway Operators Association. She is also the project manager on the state of Texas Economic Impact Studies (2012, 2016, 2022, and currently).

Years of Experience: 33

With Martin Associates: 33

Education:

B.A., Business Administration, 1993,
Millersville University

Ms. Wingenroth conducts the cruise impact studies at the Ports of Miami, Port Everglades, Galveston, Boston, Baltimore, Jacksonville, and Port Canaveral. Ms. Wingenroth provides the economic impact analysis support for the cruise operations of Disney Lines.

Ms. Wingenroth has conducted cruise impact studies for the Ports of Miami, Boston, Baltimore, Montreal, Jacksonville, Tampa and Port Canaveral. Ms. Wingenroth provides the economic impact analysis support for the cruise operations of Disney Lines. Ms. Wingenroth also directs the airport impact studies conducted by Martin Associates, at many of the nation's leading airports, including Miami, Nashville, Knoxville, Milwaukee and Minneapolis, as well as impact studies for Fresno, Sacramento, Pease Airport (Portsmouth New Hampshire), and Van Nuys Airport.

Ms. Marnie Bergman joined the Martin Associates’ team with eight years’ experience in the corporate transportation and logistics industry. Ms. Bergman was an assistant manager in the transportation department at Saks Fifth Avenue, a logistics analyst with UPM-Kymmene, Inc., a global logistics manager with Scholastic, Inc. and a global transportation analyst with Becton Dickinson.

Years of Experience: 22
With Martin Associates: 14
Education:
B.S., Business Logistics, 1995, Smeal College of Business at the Penn State University

Ms. Bergman has assisted in providing research for the 2017 and 2021 Economic impact studies of the Delaware River Ports, including the Port of Bucks, Philaport, Diamond State Port Corp, and the South Jersey Port Corp. She has also conducted economic impact studies for the Port of Houston, Maryland Port Administration (including marine cargo, cruise and maintenance dredging) and Port of Portland (including marine cargo, shipyard, aviation and real estate), Port of Baltimore, Port of Miami, Port Canaveral, Port of Seattle, Port of Oakland, Port of San Francisco, Panama City and Port of Boston. She also assisted in analyzing the internal logistics system in Jamaica and the potential development of a transshipment hub and logistics distribution complex.

Ms. Bergman recently completed the economic impact for the Alabama Waterways, including the Port of Mobile as well as the river ports within the state. She is currently developing the economic impact models for all ports in Texas.

Ms. Becky Polito specializes in the development of inland logistics information for many of the studies prepared by Martin Associates. She has developed distribution center location information and has calculated inland truck and rail transportation rates and costs using mileage/rate software to develop costs from “port origin” and competing port locations to the inland logistic points.

Years of Experience: 20
With Martin Associates: 20
Education:
B.A., English, 2001, McDaniel College

She has also conducted research for the economic studies completed for the Delaware River Ports (Philadelphia Regional Port Authority, Port of Bucks, South Jersey Port Corp. and Port of Wilmington), Port of Baltimore, Port of Seattle, Port of Lake Charles, Port of Los Angeles, Port of Port Everglades, Port of San Diego, Bridgeport Port Authority, Cleveland – Cuyahoga County Port Authority, Port of Jacksonville,).

IV. MARTIN ASSOCIATES QUALIFICATIONS



John C. Martin Associates, LLC (DBA Martin Associates), is headquartered in Lancaster Pennsylvania and employs 8 professionals. Martin Associates is an internationally recognized leading maritime and transportation economics/logistics consulting firm. Since its founding in 1986 by John Martin, Martin Associates has conducted more than 2,000 economic and planning studies for nearly every Port in the United States and Canada, as well as Ports in China, Europe, South America, Africa, and the Caribbean. Martin Associates provides consulting services to numerous global terminal operators and investment groups with respect to private sector development as well as identification of ports in which to establish terminal operations. Martin Associates is deeply involved in the development of private public partnerships (P3s) for marine terminal development, and our terminal clients include Ports America, SSA, Yusen Terminals, Logistec, Kinder Morgan, SAAM, Ceres, PSA (Singapore Port Authority), CMA-CGM and Hutchison Port Holdings. Our terminal investment clients include UBS, ING, Bank of Montreal, Goldman Sachs, Macquarie, Fortress, Och Ziff, Mid-Ocean, and First Sentier.

Economic Impact Analyses

Over the last 40 years, Martin Associates has developed more than 900 economic impact studies for ports, port systems and airports throughout the U.S. and Canada. The economic impact methodology used by Martin Associates is based on detailed assessments of each individual port or airport's operations and has gained widespread acceptance throughout these industry sectors. Because of this level of detail, these impact analyses are highly defensible, and the direct economic impacts can be traced to the individual firm. Economic Impact Studies have become integral planning tools for our port and airport clients in addition to the traditional public relations use of impact studies.

Martin Associates' economic impact studies can be categorized as seaport, cruise, airport, shipyard, waterfront real estate development, and ferry studies.

Seaport Economic Impact Studies

The Martin Associates' Seaport Model is used in economic impact studies as a tool to estimate the impact of future activity by using tonnage forecasts and revenue and financial performance scenarios developed for each of the ports. It is also possible to evaluate specific terminal activity such as new construction or the addition of a new carrier, as well as navigational projects such as channel deepening and channel depth maintenance. The model is able to test the sensitivity of impacts to changes in factors such as tonnage levels, commodity mix, vessel size, labor productivity and work rules, new terminal development, inland modal distribution (i.e. double stack service versus conventional rail service), changes in the port's commodity specific hinterland (origin and destination markets as well as discretionary cargo).

As discussed in our introductory letter, in addition to our continual economic impact modeling of the San Pedro Bay Ports, Martin Associates has developed economic impact models for the ports of Oakland, San Francisco, San Diego, Hueneme, Richmond, Redwood City, Sacramento, Stockton, and Humboldt Bay. With respect to non-California West Coast ports, Martin Associates provides continual economic impact support services and modeling for the ports of Portland (seaport, airport and commercial and real estate tenants); Grays Harbor (marine cargo, industrial and commercial real estate, commercial and sport fishing); Longview, Everett, Bellingham (commercial and industrial

tenants and commercial and sport fishing); Vancouver, (WA); Port Townsend (marine trades, commercial and sport fishing); and Port of Ilwaco (commercial and recreation fishing). We also develop the economic impact models for the terminals included in the Northwest Seaport Alliance (Seattle and Tacoma).

Martin Associates conducts the economic impact studies for the Florida ports of Miami, Port Everglades, Port Canaveral, Jacksonville, Tampa, Palm Beach, Manatee, Port St. Joe, Pensacola, as well as for the Florida port system (for the Florida Ports Council).

On the Atlantic Coast, Martin Associates has developed economic impact studies for the above noted Florida ports, as well as for the North Carolina State Ports Authority, Ports of Virginia, Baltimore, Philadelphia, South Jersey Port Corporation, Boston (marine cargo, cruise, commercial fishing), Providence, and New Bedford (MA) (commercial fishing and processing).

On the Gulf of Mexico, we conduct economic impact studies for the Ports of Tampa, Panama City, Pensacola, Mobile, Port Manatee, New Orleans, Gulfport, and Lake Charles, as well as all ports in the state of Texas, including Houston, Galveston, Corpus Christi, Texas City, Freeport, and Brownsville.

Recently we have been developing economic impact studies at the state level or regional level for numerous clients. For example, we recently completed the 2024 economic impact analysis of the state of Texas public ports, which was an update of our 2012, 2015, and 2018 statewide economic impact studies. We recently updated our statewide economic impact study of the Florida Port System (2024) which we conduct about every three years. As part of these studies, we develop an estimate of the economic impacts generated by dollar of investment, as well as develop ROI measures for specific projects at Florida ports that are applying for Florida DOT grants. Martin Associates has just been selected to conduct the statewide economic impact study for the Louisiana ports. We just completed economic impact studies of all ports in Alabama including the inland river terminals as well as the Port of Mobile (2024).

In 2022, we completed the economic impact of the Great Lakes/St. Lawrence Seaway Transportation System, which included the development of 40 detailed economic models for the key U.S. and Canadian Ports in terms of tonnage volume, and the development of generic port model structures which were used to estimate the economic impact of individual terminals and smaller ports located throughout the Great Lakes. The generic models were constructed for large, medium and small port operations, and used to estimate, along with the 408 individual port models, the total economic impact of the Great Lakes/St. Lawrence Seaway Transportation System. We conducted this same bi-national impact study in 2010 and 2018 and are slated to develop a similar study in 2027. For the American Association of Port Authorities, Martin Associates also developed the 2018 economic impact analysis of the U.S. coastal ports. We have conducted similar studies for AAPA in 2007 and 2015. The results of statewide and regional economic impact studies have been used to demonstrate the importance of the port system to the state legislature, as well as for lobbying purposes at the federal level.

For the Pacific Maritime Association, Martin Associates developed the economic impact of the West Coast ports in 2021, which was used in the ILWU/PMA contract negotiations. In addition, individual models were developed at the national and state levels for California, Oregon and Washington, and have been used to estimate the economic impact of diversions of cargo activity to

Canadian, East and Gulf Coast ports as the result of the West Coast congestion issues in 2014 and 2015, as well as currently due to the supply chain congestion at the San Pedro Bay Ports as well as diversions due to potential labor actions during the 2022 ILWU contract negotiations.

Our impact studies have been a continued featured topic at many of the American Association of Port Authorities conferences. The impact models have been subject to review by the U.S. Council of Economic Advisors, the Federal Reserve Board and the International Trade Commission. The seaport impact model has been used to assess the economic impacts of the West Coast port shutdown in 2002, the impacts of the imposition of the Section 201 Steel Import Quotas, and the potential impact of port closures due to national security issues. Our economic impact models were used by the Bush Administration in enacting the Taft Hartley Act during the 2002 West Coast shutdown and also the Bush Administration to revoke the Section 201 Steel Import Quotas. We have also estimated the economic impacts of the section 232 steel import quotas for the American Institute for International Steel (2017).

Martin Associates has recently been estimating the economic impacts of seaport activity at state and federal legislative districts levels within a state, as well as within states throughout the U.S. In 2022 we completed the economic impact analysis of the Port of Houston, and estimated the jobs, income economic output and taxes throughout the U.S. at the county level of detail, by commodity group. These impacts at the county level of detail were then used to estimate the economic impacts of the Port of Houston on state congressional districts which are then used to educate lawmakers on the importance of infrastructure investments as well as navigational projects, and the impact on economically disadvantaged communities and minority workforces. We developed similar economic impacts at the State and Federal legislative districts for our recent economic impact study of the Port of Oakland, as well as evaluated the economic impact of the Port of Oakland on disadvantaged communities and specific occupational categories. We just completed a similar impact analysis of the Port of New Orleans the Port of Lake Charles on state and federal legislative districts within Louisiana as well as by state throughout the U.S. We conducted a similar analysis at the legislative level of detail and by state for the Port of Mobile, and will be updating that study in 2026.

Cruise/Passenger Impact Analysis

Martin Associates has developed cruise economic impact models for several ports throughout the U.S. The impact analysis includes a detailed survey of embarking passengers and crew from several of the key cruise services as well as the development of detailed disbursement accounts for specific type of cruise ship calling at the ports. These expenditure profiles are developed for home port cruises as well as port-of-call cruises.

The cruise impact model can be used to test the sensitivity of the impacts due to vessel size, routing, percent of fly-in passengers, and the number of nights stayed pre and post cruise, etc. Cruise models are also used with cargo models to evaluate alternative uses of waterfront land for cargo or cruise terminal development. This methodology is used to estimate the impact of cruise business at the Ports of Miami, Port Everglades, Tampa, Port Canaveral, Jacksonville, Baltimore, Boston, Los Angeles, Seattle, San Francisco, Norfolk, Galveston, Houston, and Philadelphia. Martin Associates also provides the economic impact consulting for Disney Cruises.

Our cruise model was used by the Florida DOT in demonstrating the economic impact of COVID-19 on the state's cruise industry. We also use a derivation of this model to assess the impacts

of ferry operations, including the Washington State Ferry operations, as well as San Francisco Bay ferry operations and the impact of potential ferry operations on the Great Lakes, and Connecticut to New York ferry operations. We are currently conducting the economic impact analysis of cruise activity at the Port of San Francisco.

Fishing Impacts

Martin Associates has developed a detailed model of commercial fishing activity at the Port of Seattle's Fisherman's Terminal and Elliott Bay and the Maritime Industrial Center, and a similar commercial fishing and fish processing economic impact model for the Port of San Francisco. Martin Associates has also developed such commercial fishing models for the Port of Los Angeles, the Port of Galveston, Port LaVaca/Port Comfort, the Port of Brownsville, Port of Bellingham, Grays Harbor, Port of Victoria, New Bedford (MA), Port of Ilwaco and Chinook, Port Townsend and the Port of Boston. We just completed the economic impacts of commercial and recreational fishing activity including fishing tournaments within the state of Alabama and are currently conducting such a study for all ports and waterways within the state of Texas. These models are used to assess the impacts of changes in the composition of the commercial fishing fleet as well as the impact of changes in commercial fishing regulations and the impact of changes in alternative uses for commercial fishing fleet slips and berths.

Recreational Boating Impact Analysis

Martin Associates has developed a model to measure the impacts of recreational boating. The model not only addresses the local employment at marinas and support services at the marinas, but also the impact of local purchases to support the recreational boating operations. These include repairs and supplies, retail purchases as well as storage. We have developed economic impact studies for the marinas owned by the Port of San Francisco, the Port of Tacoma, the Port of Seattle, the Port of Everett, the Port of Olympia, Port of Los Angeles, the Port of Bellingham, and the Port of Boston. In 2024 we estimated the economic impacts of recreational boating on all of Alabama waterways and are now conducting a similar study of recreational boating in Texas for the Texas Department of Transportation.

Shipyard Impact Analysis

Martin Associates has developed detailed ship building and repair economic impact models that are used to measure the jobs, revenue, income and tax impacts of shipyard activity, by type of activity –new building, ship and barge repair, modular construction, military versus cargo versus passenger ships, etc. These models have been developed for shipyards at the Port of Portland, Port of Tampa, Port of Seattle, Port of San Francisco, Port of Erie and the Port of Philadelphia. We have used the shipyard model to estimate the economic impacts of the opening of a new shipyard (Meyer Werft Yard) in Philadelphia, as well as to monitor the on-going dry-docking activities at the Port of San Francisco owned shipyard.

Martin Associates along with former Secretary of the Navy Donald Winter, is about to start a major shipbuilding strategy for the Great lakes states in order to position the states' shipyards and key industries to successfully participate in the Nation's shipbuilding program.

Commercial and Industrial Real Estate Impacts

Martin Associates has developed a methodology for measuring the economic impacts of commercial and industrial real estate development on port owned property for the ports including Los Angeles, Seattle, Grays Harbor, San Francisco, Portland, Bellingham, Everett, Olympia, Tampa Bay, Palm Beach, Boston, and Oakland. These studies assess alternative development of waterfront land and evaluate the economic impacts associated with industrial and commercial real estate development. In Oakland, this model was used to assess the impact of developing a resort hotel vs. reserving the land for future maritime uses. In Seattle, the impact models have been used to assess the impact of developing a parcel of land as a container facility or a ship repair yard, as well as the development of the Central City Waterfront, including a museum, hotel, restaurant, world trade center and condominium development. We completed a detailed distribution impact model for the Port of Portland, and this model was used to identify the potential impacts of new distribution centers, by type of distribution activity. The distribution impact model can isolate the economic impacts (including jobs, income, taxes, typical local purchases, trucking, service areas, etc.) of specific types of distribution activity – retail FAK, perishables/groceries, steel, apparel, bulk feeds. The model is also designed to identify the key factors that drive the selection process of specific types of distribution activities, including local market, equipment availability, ocean carrier service, local labor costs and taxes.

Additionally, we completed an analysis of riverboat gambling for the Port of Philadelphia, and the impact models were used to assess the relative economic benefits of marine terminal operations vs. riverboat gaming and hotel development. We have also developed a similar analysis to measure the economic impacts of industrial and economic development in Lancaster County, Pennsylvania.

Airport Economic Studies

Martin Associates provides economic impact services to the majority of the ***nation's leading airports***. These include Atlanta-Hartsfield International Airport, Baltimore-Washington International Airport, Denver International Airport and Stapleton International Airport, Harrisburg International Airport, Miami International Airport, Milwaukee International Airport, Minneapolis-St. Paul International Airport, Nashville International Airport, Oakland International Airport, Portland International Airport, San Francisco International Airport, San Jose International Airport, Seattle-Tacoma International Airport, Toronto's Lester Pearson International Airport, Fresno Yosemite International Airport, Washington Dulles International Airport, and Regan National Airport. We have just been retained by the Fort Lauderdale-Hollywood International Airport.

REFERENCES FOR MARTIN ASSOCIATES CHECK THESE

1. Economic, Market and Planning studies for JAXPORT- Beth McCague, CFO, (904)357-3044, beth.mccague@jaxport.com
2. Economic, Market and Planning studies for Baltimore – Dominic Scurti, Deputy Director of Planning, (410)385-4439, dscurti@marylandports.com
3. Economic studies for the Pacific Maritime Association- Craig Epperson, Senior Vice President, (415)576-3246, cepperson@pmanet.org
4. Economic Studies for Port of Mobile –Maggie Oliver, VP, Communications and Federal Affairs, (251)441-8130, Maggie.oliver@alports.com
5. Economic Impact of the Port of New Orleans - Matthew Gresham, Chief Government Affairs Officer, (504)528-3255, matt.gresham@portnola.com
6. Economic Impact and strategic Planning for the Port of Lake Charles – Richert Self, Executive Director, (337)493-3501, rself@portlc.com
7. Economic Impact studies for Port Hueneme, Kristin Decas, CEO/Port Director, (805)488-3677, kdecas@portofh.org
8. Economic, Market and Planning Studies for Tampa - Ram Kancharla, VP Planning and Development, (813)905-5162, rkancharla@tampaport.com
9. Economic, Market and Planning Studies for PortMiami – Andy Hecker, CFO, (305)347-4907, andyh@miamidade.gov, Alissa Penaloza, Chief Strategy Officer, (305)329-4035, Alissa.penaloz@miamicidade.gov
10. Economic, Market and Planning studies for Port of Houston, Jordan Frisby, Chief of Staff, (713)670-2550, jfrisby@porthouston.com, Charlie Jenkins, CEO, cjenkins@porthouston.com, John Mosley, CCO, jmosley@porthouston.com

CITY OF RICHMOND
Sanctuary City Compliance Statement

The undersigned, an authorized agent of John C. Martin Associates, LLC (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 6th day of January, 2026, at Lancaster ~~California~~, Pennsylvania

Printed Name: John C. Martin Title: Manager/Owner

Signed:  Date: January 6, 2026

Business Entity: John C. Martin Associates, LLC

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: John C. Martin

Title: Manager/Owner

Address: 400 N. President Avenue, Lancaster, PA 17603

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: John C. Martin

Title: Manager/Owner

Date: January 6, 2026

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 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: http://www.ci.richmond.ca.us/index.aspx?nid=61 .
General Liability <i>(primary and excess limits combined)</i>	\$2,000,000 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 minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit) . 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>

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, & other consultants as may be required by the City.</i>	PROJECT COST	REQUIRED LIMIT
	\$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. <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 http://www.ci.richmond.ca.us/index.aspx?nid=61.</i>
Primary and Noncontributory	The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.
Waiver of Subrogation Endorsement Form	Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61 .
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.

Contract No: _____

For the Contract between the City
of Richmond and

**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: _____