

CITY OF RICHMOND STANDARD CONTRACT

Department: Employment & Training	Project Manager: Rosemary Viramontes
Project Manager E-mail: rviramontes@richmondworks.org	Project Manager Phone No: (510) 307-8008
PR No: 23527 Vendor No: 2871	P.O./Contract No: 22001791/5016
Description of Services: Oakland Private Industry Council (OPIC), Inc. will serve as a Contracting/Pay Agent for RichmondWORKS Workforce Innovation and Opportunity Act (WIOA) program participants.	

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

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

Oakland Private Industry Council, Inc.

Company Name:

Street Address: 268 Grand Ave

City, State, Zip Code: Oakland, CA 94610

Contact Person: Robin Revaneau

Telephone: (510) 675-7913

Email: robinr@oaklandpic.org

Business License No: 40003048 / Expiration Date: December 31, 2020

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 December 3, 2019 and it terminates June 30, 2021 unless terminated as provided herein.
3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ 141,645. City shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the City Council or City Manager.
4. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
5. City's Obligations. City shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

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

CITY OF RICHMOND
a municipal corporation

By: 

Title: Mayor

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

By: 

City Clerk

Approved as to form:

By: 

City Attorney

CONTRACTOR:

Oakland Private Industry Council, Inc.

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

By: 

Title: CEO

Date Signed: 12/9/19

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

By: 

Title: Chief Financial Officer

Date Signed: 12/9/2019

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

LIST OF ATTACHMENTS:

Service Plan
Payment Provisions
Authorized Representatives and Notices
General Conditions
Special Conditions
Insurance Provisions
Standard Contract/EJ/TE 9-26-07

Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E
Exhibit F

**EXHIBIT A
SERVICE PLAN**

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

Oakland Private Industry Council, Inc. (OPIC) will act as RichmondWORKS' agent for the following services:

1. Management of the Employment Training Provider List (ETPL)
2. Contracting & Pay Agent for Individual Training Account (ITA) vendors who provide training RichmondWORKS WIOA participants
3. Contracting & Pay Agent for On-The-Job Training (OJT) activities with the employers who provided OJT positions for RichmondWORKS WIOA participants
4. Contracting for other goods and services as directed by and on behalf of RichmondWORKS

OPIC's compensation for their services will be at the Department of Labor's approved Administrative cost rate of 10% for their organization.

The contract amount for the program year 2019-2021 will not exceed \$141,645 and will be allocated as follows:

- OPIC Administrative Cost at 10% – \$12,877
- WIOA Adult Program, Training Accounts – \$53,776
- WIOA Dislocated Worker Program, Training Accounts – \$44,992
- WIOA Veterans' Employment-Related Assistance Program, Training Accounts – \$30,000

EXHIBIT A.1
SERVICE PLAN

STATEMENT OF WORK

The [City of Richmond, Workforce Development Board], a member of the EASTBAY Works consortium (hereafter referred to as "the WDB"), adopts the following Statement of Work which reflects the activities to be performed by the Oakland Private Industry Council, Inc. on behalf of the WDB as a member of EASTBAY Works for the management of: the Eligible Training Providers List and the management of Individual Training Accounts, On-the-Job Training, and other training activities, and other EASTBAY Works activities as described below. The activities described below are subject to regulations and guidelines that are, from time to time, modified by the U.S. Department of Labor and the California Employment Development Department and this Statement of Work may need to be amended or changed consistent with such modifications.

1. MAINTENANCE OF THE ETPL THROUGH COMMON PROCUREMENT

The four Workforce Development Boards ("WDBs") of the EASTBAY Works collaborative agree to joint maintenance of the local application process and procedures for the State Eligible Training Provider List ("ETPL") in an effort to meet the needs of the local WDBs collectively and individually. The four WDBs of the EASTBAY Works collaborative have agreed to contract with Oakland PIC to effectuate the maintenance of the ETPL, and the parties hereby agree to comply with the following procurement procedures in order to maintain the EASTBAY Works application process and procedures for the ETPL:

- A. The Oakland PIC will be responsible for ensuring that information and access to ETPL information and application is available to all interested vendors by posting it on the EASTBAY Works web site and providing links to each participating One-Stop partner for broad distribution.
- B. The Oakland PIC will serve as the single point of contact for all ETPL applications. This will include, but not be limited to, answering all questions about the ETPL application process and receiving and tracking all ETPL applications.
- C. The Oakland PIC will provide technical assistance to providers as they complete the application process. When an ETPL application is complete, the Oakland PIC will submit all necessary data to the responsible State agency for adding the new training provider to the statewide ETPL.
- D. If an initial site visit is required of a new vendor an Oakland PIC staff member will carry out the site visit. Monitoring of vendors will be performed in accordance with federal, state and local laws, regulations, policies, and procedures.

2. INDIVIDUAL TRAINING ACCOUNT AND ON-THE-JOB TRAINING SYSTEM

The ETPL system provides all EASTBAY Works One-Stop customers with comprehensive information about training and educational opportunities. Under WIOA, however, only certain qualifying individuals will receive an Individual Training Account ("ITA") to pay for such training. Oakland PIC and the four WDBs of the EASTBAY Works collaborative have created an ITA system that meets the needs of the EASTBAY Works system as a whole as well as the needs of each of the WDBs. Additionally a system for On-the-Job ("OJT") contracting services to enable WDB Title I Workforce Innovation and Opportunity Act clients to participate in OJT activities has also been developed. OJT is understood to have the meaning set forth in the Workforce Innovation and Opportunity Act of 2014 (WIOA) and its regulations. Oakland PIC agrees to provide the ITA, OJT and/or other goods and services processing, contracting and payment services for the EASTBAY Works WDBs. To that end, the parties hereby agree to comply with the following procedures in order to utilize Oakland PIC as a contracting and payment agent and in order to maintain consistent policies for ITAs and OJTs in the EASTBAY Works collaborative region:

- A. The WDB will be solely responsible for all aspects of its WIOA Title I programs, including but not limited to participant certification, enrollment, and exiting; provision of case management services; and authority to issue an ITA/OJT. The Oakland PIC will not be responsible or liable in any way whatsoever for any decisions or actions made by the Richmond WDB in regard to such WIOA Title I activities, including but not limited to legal or financial liability.
- B. The WDB will establish internal policies and procedures for matters related to ITAs/OJTs within its direct purview and control. These policies and procedures may include, but are not limited to, establishing the maximum amount of money the WDB will authorize for an ITA/OJT, and the process by which decisions are made regarding which WIOA participant may receive an ITA/OJT.
- C. The WDB will provide the Oakland PIC with its current ITA/OJT- related policies and procedures to enable the Oakland PIC to administer the WDB's ITA/OJT funding in accordance with such policies. The WDB agrees that the Oakland PIC may rely on such policies and procedures in providing services under this agreement. The WDB agrees to hold harmless and indemnify the Oakland PIC against any damages that may arise from the Oakland PIC's reliance on such policies and procedures.

The Oakland PIC will maintain such current ITA/OJT-related policies and procedures as will enable it to administer the ITA/OJT system set forth in this agreement. The Oakland PIC agrees to hold harmless and indemnify the WDB against any damages that may arise from the Oakland PIC's use or failure to use those policies and procedures.

- D. The WDB agrees to follow policies and processing procedures as listed in the "Counselor's Workflow Handbook", a copy of which is incorporated by reference. To the extent that additional or different procedures need to be established, Oakland PIC and the WDB will work together to establish procedures that work best for both the Oakland PIC and all four WDBs of the EASTBAY Works Collaborative.
- E. The Oakland PIC will provide the following services with regard to payment of approved training providers under this contract:
 - 1) Establish and maintain a bank account for the WDB that shall hold funds specifically for payment to approved training providers for WDB-referred clients according to the guidelines for payment set forth below.
 - 2) The Oakland PIC will ensure earned interest on that account is credited monthly to that account.
 - 3) Draw down from impound account and invoice the WDB for ITA funds expended for WDB-referred client training. The Oakland PIC shall keep copies of invoices with attached copies of approved training provider invoices for ITA services provided to WDB-referred clients and shall make those copies available upon reasonably noticed request by WDB.
 - 4) Make reasonable and necessary payments to approved training providers or employers for actual allowable costs from impound account, based on invoices received by the Oakland PIC from approved providers and which have been authorized by the WDB on behalf of the WDB's client. For purposes of payment to an approved provider, Oakland PIC shall accept from the WDB's designated operator, the signatures of the referring counselor and the management level individual authorized to approve ITAs and OJTs for the WDB. If both signatures are present, Oakland PIC shall assume that particular training has been approved and shall process it for payment without responsibility for the propriety of the approval.
 - 5) Return to the WDB the balance of the bank account not more than thirty (30) days following contract termination unless the WDB has failed to provide Oakland PIC with necessary information to process the close-out pursuant to the agreement, in which case, Oakland PIC shall return the balance not more than forty-five (45) days from receipt of such necessary information, if any. The WDB may request that the account remain active if an extension or renewal of this contract is anticipated.

Only when all procedures as outlined in the Counselor's Workflow Handbook have been satisfied will the Oakland PIC withdraw the previously obligated funds from the training account and pay the

eligible training provider/employer on behalf of the WDB. After final payment is made Oakland PIC will enter as "paid" and the total dollar amount paid in the "Grant Checkbook".

- F. The WDB understands that when a Career Counselor faxes or emails the Oakland PIC an ITA/OJT Payment Authorization Form that has been approved by the One-Stop manager, the WDB is officially directing the Oakland PIC to pay the Purchase Order that had previously been authorized by the WDB with the funds that had been previously obligated and deposited in the training account. The WDB agrees to hold harmless and indemnify the Oakland PIC against any damages that may arise from the Oakland PIC's reliance on the WDB's delivery of the properly signed ITA/OJT request form, by fax, email or otherwise, to the Oakland PIC.

The Oakland PIC agrees to hold harmless and indemnify the WDB against any damages that may arise from the Oakland PIC's negligence in administering its responsibilities under this agreement.

- G. Modifications and Cancellations will be processed pursuant to the procedures listed in the "Counselor's Workflow Handbook" and all refunds/payments shall be made according to the pro-rata payment policy obtained from the approved vendor.
- H. Richmond WDB's Obligations: The WDB shall pay the Oakland PIC for services under the agreement as set forth in the Payment Provisions. In addition, the WDB shall:
- 1) Authorize the Oakland PIC to contract with and make payments to approved training providers on behalf of the WDB.
 - 2) Ensure that the WDB refers clients for ITA training activities.
 - 3) Ensure that WDB agrees to and adheres to the Oakland PIC's procedures for processing ITAs/OJTs as outlined in the "Counselor's Workflow Handbook" provided by the Oakland PIC and incorporated by reference into this contract. If any WDB policies or procedures for ITA/OJT contracting or processing are different from the Oakland PIC's, the WDB is responsible for carrying out those policies and procedures. In any event, the WDB ensures that the WDB's policies and procedures do not conflict with the Oakland PIC's.
 - 4) Ensure that the WDB inputs client data into relevant WDB information and case management systems, into the Virtual One Stop Computerized Database (CalJOBS/VOS) system, and the Checkbook system utilized by the Oakland PIC and the WDB in processing ITA/OJT requests.

3. GOODS AND SERVICES

In addition to Individual Training Account (ITA) purchase orders, ETPL systems operations and On-the-Job Training (OJT) contracts; this contract authorizes the Oakland Private Industry Council, Inc. (Oakland PIC), to purchase goods and services, as directed, on behalf of the EASTBAY Works Workforce Development Boards (WDB).

FUNDING THE MAINTENANCE OF AN APPROVED PROVIDER LIST

Each of the EASTBAY Works Workforce Development Boards (WDB) promises to take such steps as are necessary to secure funding to maintain this system and process within the context of the EASTBAY Works One-Stop system. Each party to this agreement agrees to cooperate fully with the other to ensure that all necessary funding is secured in a timely manner.

1. CONTRACTING AGENCY SERVICES

In order to implement the ITA, OJT, and/or other goods and services contracting system described above, the Oakland PIC agrees to provide the following contracting agency services to the WDB:

- A. Bank Account: Oakland PIC will open/maintain a bank account that will be used solely for said (ITA, OJT, and/or other goods and services) contracting agency purposes.

- B. Minimum Balance: The WDB will deposit the total amount of training funds, \$141,645 into the training account and will maintain \$10,000.00 as a minimum balance throughout the contract period. This amount will be applied against any outstanding amounts due the Oakland PIC at the termination of the contract, if any. The balance will be returned to the WDB within 45 days following the close of the contract.

If the WDB has expended all funds it has budgeted for the program year for ITA, OJT, and/or other goods and services, and needs to apply its minimum balance towards funding additional ITAs, OJTs, and/or other goods and services, the WDB must provide the Oakland PIC with at least 15 days' notice before the WDB authorizes expenditures that would draw down against the minimum balance. The WDB understands that the Oakland PIC is unable to apply its own funds towards any of the WDB's obligations.

- C. Monthly Report: The Oakland PIC will provide the WDB with a monthly report that summarizes the ITA, OJT and/or other goods and services account status. The report will include, at a minimum, the following information: the total amount to date the WDB has deposited in the training account, the month end balance, the cumulative expenditures to date, and total monthly disbursement.

2. ADMINISTRATIVE COSTS OF SERVICE ACTIVITIES

In consideration for providing administration services for the training system described in this agreement, and for the contracting agency services described in Section 1., the WDB agrees to pay Oakland PIC a total amount of no more than \$12,877 as administrative costs of providing the services described, based on a maximum of \$128,768 worth of ITAs, OJTs and/or other goods and services that are processed. Should the WDB wish to add more funds to its account with Oakland PIC and have Oakland PIC process additional ITAs, OJTs and/or other goods and services, the Oakland PIC shall receive an additional increase in administrative cost reimbursement in proportion to the funds in excess of the original contract limit for all additional \$128,768.

The administrative costs will be payable to Oakland PIC upon receipt of a monthly invoice detailing costs.

SPECIAL CONDITIONS

1. TERM: This agreement will commence upon (November 19, 2019) and terminate as of the close of business on (June 30, 2021), unless earlier terminated in accordance with the terms contained herein. The agreement may be renewed upon mutual written agreement of the parties.
2. MODIFICATION: This agreement may be modified or terminated prior to its completion date by agreement of the parties as indicated by a mutually signed document. Either party may unilaterally terminate this agreement so long as the terminating party provides notification 30 days in advance in writing of the effective termination date, the reason for termination of the agreement, and procedures to be used for concluding all activities relating to the agreement. The Oakland PIC will not be liable for any new obligations incurred by the WDB after Oakland PIC has received such notice of termination.
3. COMPLIANCE WITH LAW: Each party agrees to comply with and abide by all of the following laws and regulations which are incorporated by reference herein as if fully set forth: Public Law 113-128; 20 CFR Part 645; 29 CFR Part 97 (including but not limited to Part 97.36 (1-13)); OMB Circular Numbers A133, A21, A87, A122 (as applicable). Additionally, the parties agree to comply with all of the terms and conditions set forth in this agreement; any and all attachments to this agreement which are made a part hereof; and all applicable documents incorporated by reference.
4. PARTIES TO THE AGREEMENT: Neither the Federal Government represented by the U.S. Department of Labor nor the State of California is a party to this agreement, and no legal liability on the part of any of them is implied under the terms contained herein. Any liabilities or disputes as may arise under this agreement are between the WDB and the Oakland PIC and shall be resolved informally, if possible, or if not possible, under the applicable laws of the State of California.

5. INDEMNIFICATION: The WDB will indemnify, defend and hold harmless the Oakland PIC, Inc., its officers, agents and employees from any and all liabilities and claims of any nature or damages of any character whatsoever, including death, sickness or injury to persons or property from any cause whatsoever arising from or connected with the operations of or services provided by the WDB resulting from the conduct, negligent or otherwise in whole or in part, of the WDB, its agents, representatives, or employees to the extent permitted by law.

The Oakland PIC will indemnify, defend and hold harmless the WDB, its officers, agents and employees from any and all liabilities and claims of any nature or damages of any character whatsoever, including death, sickness or injury to persons or property from any cause whatsoever arising from or connected with the operations of or services provided by the Oakland PIC resulting from the conduct, negligent or otherwise in whole or in part, of the Oakland PIC its agents, representatives, or employees to the extent permitted by law.

6. RECORD RETENTION: Each party will comply with 29 CFR Part 97, Section 97.42, and WIOA Section 185(a) with regard to retention and access requirements for records. The parties are required to keep all relevant WIOA (and its predecessor WIA) records for a minimum of 4 years. In the event that any litigation occurs within the 4 year period, each party promises that relevant records will be retained beyond the 4 year period, and until such time as the litigation, claim or audit has been resolved

Each party agrees to maintain on a current basis complete financial records including, but not necessarily limited to, books of original entry, source documents in support of accounting transactions, a general ledger, personnel and payroll records, cancelled checks, and related documents in accordance with generally accepted accounting principles.

Each party agrees to maintain on a current basis complete records pertaining to the provision of services and eligibility, including, but not limited to, client files, participant records, or other service related documentation.

Each party agrees to maintain on a current basis complete records pertaining to its organizational structure and activities, including but not limited to, bylaws, articles of incorporation, documentation of tax exempt status, Board of Directors roster, minutes of meetings of the Board of Directors and committees, administrative program policies and procedures and any other documents required by the EASTBAY Works WDBs or the State or the federal or the Oakland PIC or the applicable funding source.

Each party will cooperate with the other in the preparation of, and will furnish any and all information required for, reports prepared by either party relating to the subject matter of this agreement or as may be required by the rules, regulations or requirements of any and all EASTBAY Works WDB or other governmental entity, or the Oakland PIC or applicable funding source. The requesting party will specify in detail the cooperation required.

Each party reserves the right to issue further instructions regarding the extent of records required to be kept, the format to be used, and record retention and access requirements as is necessary to perform audits and to otherwise comply with requirements set forth by applicable funding sources.

7. GRIEVANCES: WIOA participant grievances or employee grievances arising under the either party's WIOA programs will be limited to the interpretation and application of relevant Federal, State, and local laws, regulations, policies and procedures. Such grievances will not include interpretation of the contents of this agreement. Resolution of these types of grievances will be in accordance with policy established by the relevant party and will not involve the other party in the proceedings.

8. INSURANCE: During the term of the agreement and any extension thereof, each party will keep in effect its self-insured or other insurance policies as are required by law; and provide coverage that may be required by the performance of the agreement in the following minimum requirements:

- A. Workers' Compensation in accordance with the provisions of Section 3700 of the State of California Labor Code; or, if Workers Compensation is not applicable, Medical and Accident insurance in the amount of fifty thousand dollars (\$50,000), for injury or disease resulting from an individual's participation in any activity hereunder;

- B. General Liability Coverage in the amount of 2 million dollars (\$2,000,000) including but not necessarily limited, to, the following:
- 1) Coverage for any loss including fire and theft of any and all non-expendable items;
 - 2) Accident coverage on an "occurrence" basis;
 - 3) Coverage of both personal injury and bodily injury; and
 - 4) The Oakland PIC, its officers, employees and agents named as additional insured under the policy; and provide that no other insurance effected by Oakland PIC will be called upon to contribute to a loss hereunder.

C. Auto Liability Coverage in the amount of \$1,000,000 to provide for coverage of owned and non-owned vehicles used in connection with the performance of the Contract.

9. AVAILABILITY OF FUNDING: All funding that may be committed under this agreement is contingent upon the availability of federal funds and continued federal authorization for program activities. This agreement is subject to modification or termination due to actions taken by the federal government that result in a frustration of agreement purpose. Further, the parties agree to accept, and add to this agreement, any conditions imposed by the U.S. Department of Labor or relevant state agency.
10. FRAUDULENT USE OF FEDERAL FUNDS: The WDB will advise the Oakland PIC directly and immediately of any apparent improper or fraudulent use of WIOA funds which comes to its attention; or of any apparent supplying of misinformation to the Oakland PIC or its representatives, per WIOA regulations and per WIOA Section 185(b), 20 CFR 683.430 and 683.620, and TEGL 2-12, which require that all instances of fraud, waste and abuse and criminal activity be reported to OIG and to State of California Compliance Review Division.
11. DRUG FREE WORKPLACE: Each party, by signing this agreement, agrees to comply with the Drug Free Workplace Act of 1988.
12. CONFIDENTIALITY OF FILES: Each party will maintain the confidentiality and security of all participant files and no information may be divulged to any outside party without the express written permission of the WIOA participant except, as necessary for purposes of performance or evaluation to persons having authorized responsibility and to the extent necessary for proper administration.
13. WORKPLACE SAFETY: Each party assures that it is in compliance with all applicable federal, state, and local laws governing work place health and safety conditions, payment of wages, collective bargaining, labor relations, and any other regulations affecting personnel which are mandated by law or legal agreement.
14. COPYRIGHTS: Each party will comply with applicable federal and state laws pertaining to copyrights which states in its entirety: "The Federal awarding agency reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or contractor purchases ownership with grant support."
15. UNLIMITED RIGHTS IN DATA: Each party understands that the Department of Labor shall have unlimited rights to any data first produced or delivered under this agreement.
16. CONFLICT OF INTEREST: Each party and the members of its governing board, and persons under its employ shall avoid any actual or potential conflicts of interest or circumstances of nepotism
17. DEBARMENT: Each party to this agreement certifies that: Neither it nor its principals or employees are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this agreement. The certification in

this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the DOL may pursue available remedies, including suspension and/or debarment.

The prospective recipient of Federal assistance funds shall provide immediate written notice to Oakland PIC if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

The prospective recipient of Federal assistance funds agrees should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation.

18. ACCOUNTING SYSTEM: The Oakland PIC will maintain an accounting system, which is in accordance with generally, accepted accounting practices and is in accordance with the Financial Management Systems described in applicable U. S. Department of Labor, Office of Management of Budget Circulars.
19. FINANCIAL MANAGEMENT AND AUDIT: The Oakland PIC will comply with all financial management and fiscal procedures prescribed by WIOA legislation, the Department of Labor, and the State of California, and the Oakland PIC, including audit and contract close-out procedures, and reimbursement of costs.

The records kept by the Oakland PIC that relate to this agreement will be accessible to the WDB and to the local responsible governmental agency for audit and inspection to assure proper accounting of funds, and to certify the nature of, and evaluate the Oakland PIC's performance of its obligations set forth in this agreement. The WDB and the local responsible governmental agency will be entitled to access onto the Oakland PIC's premises to observe operations, inspect records or otherwise evaluate performance provided that at least 15 days notice of request for access is provided in writing to the Oakland PIC. The WDB or the local responsible governmental agency will conduct inspections and manage information in a manner consistent with applicable laws relating to confidentiality of records and in a manner that will minimize disruption of the Oakland PIC's work.

Separate and apart from the audit and inspection provisions set forth in this agreement, each party's records will be subject to audits as required by Federal or State agencies or other funding sources. These audits include those performed pursuant to applicable OMB Circulars, or audits otherwise authorized by Federal or State law.

20. AUTHORITY: Each party has the full power and authority to enter into and perform this agreement, and the person signing this agreement on behalf of each party has been properly authorized and empowered to do so.
21. SEVERABILITY: If any term, covenant, or condition of the agreement is held by a court of competent jurisdiction to be valid, void, or unenforceable, the rest of the agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, unless such enforcement will frustrate the purpose of this agreement.
22. LOBBYING: Contractor will comply as applicable with all provisions of state and federal lobbying laws and regulations pursuant to Section 1352, Title 31 of the U.S. Code, and 34 CFR Part 82.
23. AUDIT REQUIREMENTS: Contractor will comply as applicable with federal and state audit requirements as contained in OMB Circular A-133, WIOA section 184, Title 20 CFR Section 683.210, Title 29 CFR Part 95 or 97 (as applicable), Title 31 USC Chapter 75 and with the California Nonprofit Integrity Act of 2004, Section 12586.
24. ENTIRE AGREEMENT: This agreement constitutes the entire agreement of the parties, superseding any prior written or oral agreements between and among them on the same subject matter.

**EXHIBIT B
PAYMENT PROVISIONS**

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

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

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

EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES

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

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

Rosemary Viramontes

City of Richmond

330-25th Street

Richmond, CA 94804-0046

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

Robin Revaneau

Oakland Private Industry Council, Inc.

268 Grand Ave

Oakland, CA 94610

EXHIBIT D GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

Contractor shall permit City and its authorized representatives and accountants to inspect, examine and copy Contractor's books, records, accounts, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the project or services set forth in Exhibit A, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this Contract and shall provide such assistance as may be reasonably required in the course of such inspection. Contractor shall also allow City access to the record keeping and accounting personnel of Contractor. City further reserves the right to examine and re-examine said books, records, accounts, and data during the five (5) year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for five (5) years after the termination of this Contract.

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

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

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

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

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

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

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

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

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

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

15. Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Exhibits. All Exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit A which does not pertain to the project description, proposal, scope of services, or method of compensation (as applicable) , or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Contract.

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

27. Time of the Essence. Time is of the essence of this Contract. Contractor and City agree that any time period set forth in Exhibit A represents their best estimates with respect to completion dates and both Contractor and City acknowledge that departures from the schedule may occur. Therefore, both Contractor and City will use reasonable efforts to notify one another of changes to the schedule. Contractor shall not be responsible for performance delays caused by others, or delays beyond Contractor's control, and such delays shall extend the times for performance of Contractor's work.

28. Confidentiality. Contractor agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

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

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

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

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

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

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

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

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

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

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

For the Contract between the
City of Richmond and
Oakland Private Industry Council, Inc.

**EXHIBIT E
SPECIAL CONDITIONS**

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

Workforce Innovation and Opportunity Act Required Contract Special Conditions

The Contractor Assures and Certifies that:

1. It will comply with the requirements of the Workforce Innovation and Opportunity Act, hereafter referred to as WIOA, and with the regulations and policies promulgated hereunder.
2. For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under Section 504 of the Rehabilitation Act, on the basis of sex under Title IX of the Education Amendments 1972, or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964, programs and activities funded or otherwise financially assisted in whole or in part under this contract are considered to be programs and activities receiving Federal financial assistance.
3. It shall act in accordance with Title VI of the Civil Rights Act of 1964, and provisions of WIOA Section 188 and compliance with Equal Employment Opportunity provision in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60 "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any such program because of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief.
5. As an amendment to the Patent/Copyright and Access to Records provisions in "Exhibit D": OMB Circular A-110 Subpart C Section 36 - Intangible property. The recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. DOL reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
6. It will comply with OMB Circular Number A-110, Subpart C Post-Award Requirements; Financial and Program Management; Property Standards; Sec. (37) Intangible Property. This circular sets forth standards for obtaining consistency and uniformity among Federal agencies in the administration of grants to and agreements with institutions of higher education, hospitals, and other non-profit organizations.

7. OMB Circular A-110 Subpart C Section 48 - Contract Provisions. All negotiated contracts (except those for less than the simplified acquisition threshold) awarded by recipients shall include a provision to the effect that the recipient, DOL, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
8. It will comply with OMB Circular Numbers A-122 or A-133 as these circulars relate to the utilization of fields, the operation of programs and the maintenance of records, books, accounts, audits, audit plans and other documents.
9. It will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act.
10. It will comply with Title VI of the Civil Rights Act of 1964, as amended, (P.L. 88-354) and in accordance with the Title VI of the Act. No person in the United States shall on the grounds of race, color, age, sex, ancestry, religious creed, or national origin, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.
11. It will comply with Section 504 of the Rehabilitation Act, as amended, (29CFR, Part 32) Final Rules and Regulations. No qualified handicapped individuals shall, on the basis of handicap, be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance. Participation in programs and activities financially assisted in whole or in part under WIOA shall be open to citizens and nationals of the United States, lawfully admitted refugees and parolees, and other individuals authorized by the United States Attorney General to work in the United States.
12. Whistleblower Protection: The contractor awarded funds made available under WIOA shall promptly refer to the U.S. Department of labor Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.
13. It will comply with the provisions of the Hatch Act, which limits the political activity of employees.
14. The services contracted under this contract do not involve political activities.
15. It will give the Employment and Training Director, through any authorized representative, the access to and the right to examine all records, books, papers or documents relative to this contract.
16. It will establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
17. It will give the Department of Labor, the City and the State of California, through any authorized representative, the access to and the right to examine all records, books, papers, or documents related to the grant.

18. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
19. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants.
20. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs and other policies as may be necessary to promote the effective use of funds.
21. It will submit reports as required by the Employment and Training Department and will maintain records and provide access to them as necessary for the City staff's review to assure that funds are being expended in accordance with the purpose and provisions of the WIOA, including the maintenance of records for determining the extent to which the program meets the special needs of the disadvantaged, the chronically unemployed, dislocated and low income persons for meaningful employment opportunities.
22. It will comply with all requirements imposed by the Department of Labor (DOL) and for the City concerning special requirements, and other administrative requirements.
23. It will comply with the labor standards requirements.
24. In signing this contract, Contractor agrees to immediately notify the City of Richmond (COR) of their intent to obtain a copyright or patent for material written or items during this contract or subsequent to it. The COR will then notify the U. S. Department of Labor (DOL) and the State of California Employment Development Department (EDD) who will determine whether either or both government entities have any rights regarding the copyright or patent developed during the course of this Contract.
25. It will comply with the mandatory standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy Conservation Act (Public Law 96-163) --- per reference at 29 CFR 97.36(i)(13).
26. It shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

Certification Regarding Lobbying
Certification for Contracts, Grants, Loans and Cooperative Agreements

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- C. Contractor shall require that the language of this certification be included in the award-documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Orders 12549 and 12689; Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- 1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective recipient of Federal assistance funds is unable to certify to *any* of this certification, such prospective participant shall attach an explanation to this certification.

TRANSFER AND SUBCONTRACTS: This Contract shall not be assigned or transferred, and services required hereunder shall not be subcontracted either in whole or in part.

TERMINATION: This Contract may be terminated by the City, in whole or in part, should any of the procedures or commitments herein be violated.

**SPECIAL CONDITIONS
Certification Regarding Drug Free Workplace**

Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace
 - b. The person's or organization's policy of maintaining a drug-free workplace
 - c. Any available counseling, rehabilitation and employee assistance program, and
 - d. Penalties that may be imposed upon employee for drug abuse violations
- 3) Provide as required by Government Code Section 8355 that every employee who works in the proposed organization
 - a. Will receive a copy of the organization's drug-free policy statement, and
 - b. Will agree to abide by the terms of the organization's statement as a condition of employment in the organization

For the Contract between the City of
Richmond and
Oakland Private Industry Council, Inc.

EXHIBIT E
SPECIAL CONDITIONS

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

For the Contract between the City of
Richmond and
Oakland Private Industry Council, Inc.

EXHIBIT F
INSURANCE PROVISIONS

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

City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors

In all instances where a CONTRACTOR or its representatives will be conducting business and/or providing services, 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, 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) including coverage for bodily and personal injury, property damage, and products and completed operations.
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)
3. Original and Separate Additional Insured Endorsements 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 and Builder's Risk/ Course of Construction Insurance.
6. Builder's Risk/Course of Construction insurance covering all risks of loss less policy exclusions when the City of Richmond has a financial interest in the property. – *(Only required for Construction Contracts involving property)*
7. Contractor's Pollution Liability *(if applicable for Construction Contractors)*

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 .

**City of Richmond - Insurance Requirements – Type 1:
Consultants and Contractors**

<p>General Liability (primary and excess limits combined)</p>	<table border="1"> <thead> <tr> <th>PROJECT COST</th><th>REQUIRED LIMIT</th></tr> </thead> <tbody> <tr> <td>\$0 - \$5 million</td><td>\$2 million p/o</td></tr> <tr> <td>\$5 million - \$10 million</td><td>\$5 million p/o</td></tr> <tr> <td>Over \$10 million</td><td>\$10 million p/o</td></tr> <tr> <td>Fireworks</td><td>\$5 million p/o</td></tr> </tbody> </table> <p>Includes coverage for bodily injury, personal injury, property damage and products and completed operations. The policy shall not exclude coverage for XCU perils (explosion, collapse, or damage to underground property).</p> <p>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).</p> <p>Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.</p>	PROJECT COST	REQUIRED LIMIT	\$0 - \$5 million	\$2 million p/o	\$5 million - \$10 million	\$5 million p/o	Over \$10 million	\$10 million p/o	Fireworks	\$5 million p/o
PROJECT COST	REQUIRED LIMIT										
\$0 - \$5 million	\$2 million p/o										
\$5 million - \$10 million	\$5 million p/o										
Over \$10 million	\$10 million p/o										
Fireworks	\$5 million p/o										
<p>Automobile Liability</p>	<p>\$1,000,000 per occurrence for bodily injury and property damage.</p>										
<p>Builders' Risk/Course of Construction – Covers property under construction, repair or renovation as well as equipment and materials to be installed.</p> <p>(Only required for Construction Projects involving property and equipment installation.)</p>	<p>Coverage shall include all risks of direct physical loss, excluding earthquake, for an amount equal to the full completed value of the covered structure or replacement value of alterations or additions, including soft costs and business interruption.</p> <p>If the project does not involve new or major reconstruction, an Installation Floater may be acceptable. For such projects, a property installation floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing at the City of Richmond's site.</p> <p>The City of Richmond shall be named as loss payee as its interest may appear. The insurer shall waive all rights of subrogation against City.</p>										
<p>Contractor's Pollution Liability (if applicable)</p> <p>Protects against: <i>unexpected/unintended release of pollution resulting from contractors covered operations such as:</i></p> <p>HVAC, paving, carpentry, pipeline & tank installation, drillers, remediation contractors, maintenance, mechanical, demolition, excavation, grading, street/road construction, residential & commercial builders.</p>	<p>Same limits as General Liability.</p>										
<p>Required Policy Conditions</p>											
<p>A. M. Best Rating</p>	<p>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.</p>										
<p>Additional Insured Endorsement</p>	<p>Applicable to General Liability Coverage.</p> <p>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 but not limited to bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.</p> <p>ISO form CG 20 10 (11/85) or its equivalent is required. The endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required.</p>										

City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors

Additional Insured Endorsement (continued)	<i>SAMPLE Endorsements can be found at</i> http://www.ci.richmond.ca.us/index.aspx?nid=61
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 and Builder's Risk/ Course of Construction coverage during the life of this contract. <i>SAMPLE Endorsements can be found at</i> 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.
Loss Payable Endorsement (only required when Builder's Risk and/or Course of Construction Insurance is required.)	Applicable to Builder's Risk/Course of Construction naming the City of Richmond as Loss Payee.
SURETY BONDS (If a Public Works/Engineering Project)	The Contractor shall provide: 1. A Bid bond 2. A Performance Bond 3. A Payment Bond

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 coverages and cover those insured in the underlying policies.

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.

<p align="center">City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors</p>
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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.



OAKLPRI-01

RNUNEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/9/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776

HUB International Insurance Services Inc.
548 W Cromwell Avenue, Suite 101
Fresno, CA 93711

CONTACT NAME: Raquel Nunez

PHONE
(A/C, No, Ext):FAX
(A/C, No):

E-MAIL ADDRESS: raquel.nunez@hubinternational.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Insurance

INSURED

Oakland Private Industry Council
268 Grand Avenue
Oakland, CA 94610

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK1936902	3/16/2019	3/16/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1936902	3/16/2019	3/16/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB663555	3/16/2019	3/16/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Abuse or Molestation			PHPK1936902	3/16/2019	3/16/2020	Occ \$1M/ Agg \$1M
A	Professional Liab			PHPK1936902	3/16/2019	3/16/2020	Occ \$1M/ Agg \$2M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Richmond, its officials, officers, agents, and employees shall be named as additional insured (s) as respects to the General Liability
Endorsement Attached: CG20 26 04 13

CERTIFICATE HOLDER

CANCELLATION

City of Richmond Employment
Program Manager City of Richmond
450 Civic Center Plaza
Richmond, CA 94804

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organizations(s):

City of Richmond, its officials, officers, agents, and employees

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.