# CITY OF RICHMOND CONTRACT AMENDMENT

Department: Employment and Training	Project Manager: Fred Lucero			
Project Manager E-mail:	Project Manager Phone No:			
flucero@richmondworks.org	(510) 621-1562			
P.R. No: Vendor No: 8361	P.O./Contract No: 22101646/4963			
<b>Description of Services:</b> Alliance Graphics will provide graphic arts and products service	es for the RichmondBUILD Academy and RichmondWORKS			
Workforce Development Program Services.				
Amendment No. 1 modifies the: (2 <sup>nd</sup> or subsequent Term, Payment Limit and Service Plan Term and Service Plan	ent amendments attach Amendment History page) Payment Limit and Service Plan Service Plan			
The parties to this Contract Amendment do mutu	ally agree and promise as follows:			
1. <u>Parties</u> . The parties to this Contra	act Amendment are the City of Richmond,			
California, a municipal corporation (City), and the	e following named Contractor:			
Alliance Graphics, Inc	<b>).</b>			
Company Name:				
Street Address: 1101 - 8th Street				
City, State, Zip Code: Berkeley, CA 94	4710			
Contact Person: Nancy Ippolito				
Telephone: (510) 845-8835	Email: nancy@unionbug.com			
Business License No: 40039782 /	Expiration Date: July 31, 2020			
	ability corporation general partnership, h-profit corporation,			
2. <u>Purpose</u> . This Contract Amendme	ent is being entered into to amend the Contract			
between City and Contractor which was approve	d by the City Council of the City of Richmond or			
executed by the City Manager on October 10	, 2019 , which original term commenced			
on October 1, 2019 and terminates	June 30, 2021 with an original			
contract payment limit of \$8,000.00	. Said contract shall hereinafter be referred			
to as the "Original Contract" and is incorporated	herein by reference.			
3. <u>Original Contract Provisions</u> . The	parties hereto agree to continue to abide by			
those terms and conditions of the Original Contra	act, and any amendments thereto, which are			

unaffected by this Contract Amendment.

- 4. <u>Amendment Provisions</u>. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.
- City of Richmond Business License Active Status Maintained. Pursuant to
   Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business
   license for this Contract Amendment to be deemed to be in effect.
- 6. <u>Insurance Coverage Updated and Maintained.</u> Pursuant to the Original Contract, the Contractor shall provide the City with updated insurance certificates, and the Contractor shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.

•	
7. <u>Signatures</u> . These signatures attes	t the parties' agreement hereto:
CITY OF RICHMOND, CALIFORNIA a municipal corporation	CONTRACTOR: Alliance Graphics, Inc.
Ву МА	(*The Corporation Chairperson of the Board, President or Vice-President should sign on the line below.)
Title:	By Howard Levine
I hereby certify that the Original Contract and this Amendment have been approved	Title: President
by the City Council or executed by the City Manager.	(*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)
By Panela Clist City Clerk	By:
	Title:
Approved as to form:	(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313.

Contract Amendment/EJ/TE 09-26-07

1. Amendment Provisions

2. Updated Insurance Certificates

List of Attachments:

Contract Amendment between	the City o	of Richmond	and
Alliance Graphics, Inc.	•		

Α	m	en	d	m	eı	ηt	N	Ο.

Paragraph 2 (Term) of the Original Contract is hereby amended to extend the

P.O./Contract No.

1

/4963

### AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT AND SERVICE PLAN)

	Contract term. Paragraph 2 of the Original Contract is amended to read as follows:
	"2. <u>Term</u> . The effective date of this Contract is
	October 1, 2019
	(Insert original contract commencement date)
	and it terminates
	June 30, 2022
	(Insert new contract termination date)
	unless sooner terminated as provided herein."
2.	Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$_12,000.00 Paragraph 3 of the Original Contract is amended to read as follows:
	"3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$_20,000.00 including expenses."
	"The City of Richmond shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the City Manager if the total Contract amount does not exceed \$10,000 or without the prior approval of the City Council if the total Contract amount is over \$10,000."
3.	The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:
	<ul> <li>Contractor shall continue to provide additional graphic arts and products services in regards to advertising and promoting the RichmondBUILD Academy and RichmondWORKS Workforce Development Program Services, as needed, through the end of fiscal year 2021-22.</li> <li>Customized printing on tea-shirts, sweatshirts, coffee mugs, bags, pens; embroidery on polo, jackets and other projects as assigned.</li> </ul>

• Contractor shall perform the services set forth herein at the following location:

1101 8TH STREET, BERKELEY, CA 94710

1.

P.O./Contract No.

/4963

### **AMENDMENT PROVISIONS (AMENDMENT HISTORY)**

	e <b>first</b> Contract Amendment was approved by City Co ecuted by the City Manager on lowing provisions (check those that apply):	
<b>V</b>	Increased contract payment limit by \$ 12,000.00 exceed \$ 20,000.00	
<b>√</b>	exceed \$ <u>20,000.00</u> Term Amendment (insert new termination date): <u>6-30</u> Service Plan	)-2022
Ric	e <b>second</b> Contract Amendment was approved by City chmond or executed by the City Manager onthe following provisions (check those that apply):	
		for a payment limit not to
	exceed \$ 20,000.00  Term Amendment (insert new termination date):  Service Plan	
exe	e <b>third</b> Contract Amendment was approved by City Coecuted by the City Manager onowing provisions (check those that apply):	
	Increased contract payment limit by \$exceed \$ 20 000 00	for a payment limit not to
	exceed \$ 20,000.00  Term Amendment (insert new termination date): Service Plan	
	e <b>fourth</b> Contract Amendment was approved by City Cexecuted by the City Manager on owing provisions (check those that apply):	
	Increased contract payment limit by \$	for a payment limit not to
	exceed \$ 20,000.00  Term Amendment (insert new termination date): Service Plan	
exe	e <b>fifth</b> Contract Amendment was approved by City Conecuted by the City Manager onowing provisions (check those that apply):	uncil of the City of Richmond or _ for one or more of the
	Increased contract payment limit by \$ exceed \$ 20,000.00 Term Amendment (insert new termination date):	
$\Box$	Service Plan	



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/17/2020

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			CONTACT NAME:			
			PHONE (A/C, No, Ext):	(844) 836-6932	FAX (A/C, No): (8	866) 828-2424
CRIST FRITSCHI & PATERSON INS. AGENT/BROKERS INC			E-MAIL ADDRESS:	Certificate@Hanover.com		
101 YGNACIO VALLEY RD.S200				INSURER(S) AFFORDING COVERAGE		NAIC#
WALNUT CREEK	CA	94596	INSURER A:	Hanover American Ins Co		36064
INSURED			INSURER B:	Massachusetts Bay Ins Co		22306
			INSURER C:	Allmerica Financial Benefit		41840
ALLIANCE GRAPHICS INC			INSURER D :			
1101 BTH ST			INSURER E :			
BERKELEY	CA	94710	INSURER F:			
COVERAGES CERTIFICATE NUM	BED.			DEVISION NI	IMRED.	

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	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	-	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE  OCCUR	III OD	,,,,		<u> </u>	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	EACH OCCURRENCE \$ 2,000,000  DAMAGE TO RENTED
	Ш.							MED EXP (Any one person) \$ 10,000
Α	Ш.		Υ	N	ZZF D205201 03	04/05/2020	04/05/2021	PERSONAL & ADV INJURY \$ 2,000,000
	GEN'	L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
		POLICY PRO- LOC						PRODUCTS - COMP/OP AGG \$ INCLUDED
		OTHER:						\$
	AUTO	OMOBILE LIABILITY						COMBINED SINGLE LIMIT \$ 1,000,000
	<b>V</b>	ANY AUTO						BODILY INJURY (Per person) \$
С		OWNED SCHEDULED AUTOS ONLY AUTOS	Υ	N	AWF D695086 01	09/12/2019	09/12/2020	BODILY INJURY (Per accident) \$
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
								\$
	!	UMBRELLA LIAB OCCUR						EACH OCCURRENCE \$
	<u> </u>	EXCESS LIAB CLAIMS-MADE						AGGREGATE \$
		DED RETENTION\$			•	7		\$
		(ERS COMPENSATION EMPLOYERS' LIABILITY						✓ PER OTH- STATUTE ER
l <sub>B</sub>	ANYPE	ROPRIETOR/PARTNER/EXECUTIVE	N/A	N	WDF D299561 03	07/01/2019	07/01/2020	E.L. EACH ACCIDENT \$ 1,000,000
١	(Mand	latory in NH)	.,,,,	1,	7751 520001 00	5.70 1/2013	3,701/2020	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, DESC	describe under RIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		7						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) **EXCLUDED OFFICER: HOWARD LEVINE** 

The City of Richmond, its officers, officials, employees, agents and volunteers are Additional Insured on the General Liability and Auto Liability pursuant to the terms and conditions by form 421-2915 and by form CA0001. Additional Insured is Primary and Noncontributory to the extent provided by form 421-2915. Cancellation Notice will be provided to the Certificate Holder pursuant to endorsement: 401-1235. Such notice is solely for the purpose of informing the Certificate Holder of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

CLITTITIOA	IL HOLDER		CANCLLATION
	CITY OF RICHMOND		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	EMPLOYMENT & TRAINING DEPARTMENT		AUTHORIZED REPRESENTATIVE
	330-25TH ST		$\mathcal{O} \sim \mathcal{O} h$ .
	RICHMOND	CA 94804	SouthAlex

CANCELLATION

CEDTICICATE UOI DED

## CITY OF RICHMOND CONTRACT AMENDMENT

Department: Employment and Training	Project Manager: Fred Lucero		
Project Manager E-mail:	Project Manager Phone No:		
flucero@richmondworks.org	(510) 621-1562		
P.R. No: 24764 Vendor No: 8361	P.O./Contract No: 22100590 / 4963		
<b>Description of Services:</b> Alliance Graphics will provide additional graphic arts and produ	**		
Amendment No. 2 modifies the: (2 <sup>nd</sup> or subsequent Term, Payment Limit and Service Plan Term and Service Plan	ent amendments attach Amendment History page)  Payment Limit and Service Plan  Service Plan		
The parties to this Contract Amendment do mutu	ually agree and promise as follows:		
1. <u>Parties</u> . The parties to this Contra	act Amendment are the City of Richmond,		
California, a municipal corporation (City), and the	e following named Contractor:		
Alliance Graphics, Inc	<u> </u>		
Company Name:			
Street Address: 1101 - 8th Street			
City, State, Zip Code: Berkeley, CA 9	4710		
Contact Person: Nancy Ippolito			
Telephone: (510) 845-8835	Email: nancy@unionbug.com		
Business License No: 40039782 /	Expiration Date: July 31, 2021		
	ability corporation general partnership, n-profit corporation,		
2. <u>Purpose</u> . This Contract Amendm	ent is being entered into to amend the Contract		
between City and Contractor which was approve	ed by the City Council of the City of Richmond or		
executed by the City Manager on October 1	, which original term commenced		
on October 1, 2019 and terminates	June 30, 2021 with an original		
contract payment limit of \$8,000.00	. Said contract shall hereinafter be referred		
to as the "Original Contract" and is incorporated	herein by reference.		
3. <u>Original Contract Provisions</u> . The	e parties hereto agree to continue to abide by		
those terms and conditions of the Original Contra	act, and any amendments thereto, which are		

unaffected by this Contract Amendment.

- 4. <u>Amendment Provisions</u>. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.
- City of Richmond Business License Active Status Maintained. Pursuant to
   Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business
   license for this Contract Amendment to be deemed to be in effect.
- 6. <u>Insurance Coverage Updated and Maintained.</u> Pursuant to the Original Contract, the Contractor shall provide the City with updated insurance certificates, and the Contractor shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.
  - 7. <u>Signatures</u>. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND, CALIFORNIA

Approved as to form:

City Attorney

List of Attachments:

1. Amendment Provisions

2. Updated Insurance Certificates

repartment Heads Initials Per City Clerk

Contract Amendment/EJ/TE 09-26-07

CONTRACTOR:

Alliance Graphics, Inc.

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

Title:

(\*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)

By: Thing y

Title:

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313.

Contract Amendment I	between the City of Richmond and
Alliance Graphics,	Inc.

P.O./Contract No.

2

22100590 / 4963

#### AMENDMENT PROVISIONS (PAYMENT LIMIT AND SERVICE PLAN)

1.	Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by $\$^{8,000.00}$ . Paragraph 3 of the Original Contract is amended to read as follows:
	"3. Payment Limit. City's total payments to Contractor under this Contract Amendment shall not exceed \$28,000.00 including expenses."
	"The City of Richmond shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the City Manager if the total Contract amount does not exceed \$10,000 or without the prior approval of the City Council if the total Contract amount is over \$10,000."

- 2. The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:
  - Contractor shall continue to provide additional graphic arts and products services in regards to advertising and promoting the RichmondBUILD Academy as needed, through the end of fiscal year 2021-22.
  - Customized printing on tea-shirts, sweatshirts, coffee mugs, bags, pens; embroidery on polo, jackets and other projects as assigned.
  - Contractor shall perform the services set forth herein at the following location:
     1101 8TH STREET, BERKELEY, CA 94710

Contract Amendment between the City of Richmond and Alliance Graphics, Inc.

Amendment No. 2

P.O./Contract No.

22100590/ 4963

## AMENDMENT PROVISIONS (AMENDMENT HISTORY)

The <b>first</b> Contract Amendment was approved by City Co executed by the City Manager on 07/21/2020 following provisions (check those that apply):	uncil of the City of Richmond or _for one or more of the
✓ Increased contract payment limit by \$ 12,000.00 exceed \$ 20,000.00  ✓ Term Amendment (insert new termination date): June ✓ Service Plan	
The <b>second</b> Contract Amendment was approved by City Richmond or executed by the City Manager on 01/11/202 of the following provisions (check those that apply):	
<ul> <li>✓ Increased contract payment limit by \$8,000.00 exceed \$28,000.00</li> <li>☐ Term Amendment (insert new termination date):</li> <li>✓ Service Plan</li> </ul>	
The <b>third</b> Contract Amendment was approved by City Contract Amendment was approved by	
☐ Increased contract payment limit by \$	
The <b>fourth</b> Contract Amendment was approved by City or executed by the City Manager on following provisions (check those that apply):	Council of the City of Richmond for one or more of the
☐ Increased contract payment limit by \$ exceed \$ 28,000.00 ☐ Term Amendment (insert new termination date): Service Plan	
The <b>fifth</b> Contract Amendment was approved by City Coexecuted by the City Manager on	
☐ Increased contract payment limit by \$ exceed \$ 28,000.00  Term Amendment (insert new termination date):  Service Plan	for a payment limit not to



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/22/2020

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).

tl	this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).									
PRO	DUCER				CONTACT NAME:					
					DUONE	) 836-6932		FAX (A/C, No): (866)	828-2424	
CR	IST FRITSCHI & PATERSON INS. AGENT/BI	ROKE	RS IN	IC.	E-MAIL Continue Conti					
3770	YGNACIO VALLEY RD.S200	TOILE		.0	ABSILEO.					
595000	ALNUT CREEK			CA 94596	Literature (Character )	er American Ins	RDING COVERAGE		NAIC# 36064	
-	JRED			OA 04000	Manage Manage					
IIVSC	IKED				MOUNTER D.	chusetts Bay Ins			22306	
					INSURER C: Allmei	ica Financial Ber	netit		41840	
	ALLIANCE GRAPHICS INC				INSURER D:					
	1101 8TH ST				INSURER E:					
	BERKELEY			CA 94710	INSURER F:					
CO	VERAGES CER	TIFIC	CATE	NUMBER:			<b>REVISION NUM</b>	IBER:		
	HIS IS TO CERTIFY THAT THE POLICIES									
	IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I									
	XCLUSIONS AND CONDITIONS OF SUCH							BJECT TO ALL	THE TERMS,	
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYY	POLICY EXP (MM/DD/YYYY)		LIMITS		
LIK	✓ COMMERCIAL GENERAL LIABILITY	IIAOD	AAAD	1 SEIST ROMBER	(WINNIDDITTT	(WINNIDDITTT)	EACH OCCURRENCE	2.00	00,000	
	CLAIMS-MADE OCCUR						DAMAGE TO RENT	ED 1.0	00,000	
	CEANIO-MADE V COCCIO						PREMISES (Ea occu		No many	
Α		N	N	ZZF D205201 03	04/05/2020	04/05/2021		0.00	00,000	
4.08	OF NIL ACCOPTO ATT LIMIT APPLIES DED	1.5.5		221 22020100	0 1/00/2020	0110012021	PERSONAL & ADV	1.0	00,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREG			
	POLICY PRO- LOC						PRODUCTS - COMP		LUDED	
	OTHER:						COMBINED SINGLE	\$		
	AUTOMOBILE LIABILITY						(Ea accident)	\$ 1,00	00,000	
	ANY AUTO  OWNED SCHEDULED AUTOS ONLY AUTOS N	1000	365				BODILY INJURY (Pe	er person) \$		
С		N	N	AWF D695086 02	09/12/2020	09/12/2021	BODILY INJURY (Pe	(5)		
	HIRED AUTOS ONLY AUTOS ONLY						PROPERTY DAMAG (Per accident)	SE \$		
								\$		
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	CE \$		
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$		
	DED RETENTION \$							\$		
	WORKERS COMPENSATION						✓ PER STATUTE	OTH- ER		
50	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N	WDF D299561 04			E.L. EACH ACCIDE	4.0	00,000	
В					07/01/2020	07/01/2021	E.L. DISEASE - EA	240 240		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POL		00,000	
	DESCRIPTION OF OPERATIONS DRIOW					+	L.L. DIGLAGE - PUL	JOT LIMIT   \$ 7,00	7-17-1	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	EC /^	CORD	101 Additional Demarks Sebestion	la mau ha attache d'E					
DES	CRIF HON OF OPERATIONS / LOCATIONS / VEHICL	_E3 (A	CORL	101, Additional Remarks Schedu	ie, may be attached if in	ore space is requir	eaj			
	A									
CE	RTIFICATE HOLDER		CANCELLATION							
					I SHOULD ANY O	THE ABOVE D	ESCRIBED POLIC	IES BE CANCEL	ED BEFORE	

THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN

ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE** 

**EMPLOYMENT & TRAINING DEPARTMENT** 

CITY OF RICHMOND

330 – 25TH STREET RICHMOND

CA 94804

# CITY OF RICHMOND CONTRACT AMENDMENT

Department: Employment and Training Division	Project Manager: Fred Lucero							
Project Manager E-mail: flucero@richmondworks.org	Project Manager Phone No: (510) 621-1562							
P.R. No: 25391 Vendor No: 8369	P.O./Contract No: 22200157/4963							
Description of Services: Alliance Graphics will provide additional graphic arts and produ								
Amendment No. 3 modifies the: (2 <sup>nd</sup> or subseque Term, Payment Limit and Service Plan Term and Service Plan	ent amendments attach Amendment History page)  Payment Limit and Service Plan  Service Plan							
The parties to this Contract Amendment do mutu	ually agree and promise as follows:							
1. <u>Parties</u> . The parties to this Contra	act Amendment are the City of Richmond,							
California, a municipal corporation (City), and the	e following named Contractor:							
Alliance Graphics, Inc	D.							
Company Name:								
Street Address: 1101 - 8th Street								
City, State, Zip Code: Berkeley, CA 9	4710							
Contact Person: Nancy Ippoloito								
Telephone: (510) 845-8835	Email: nancy@unionbug.com							
Business License No: 40039782 / Expiration Date: July 31, 2021								
A California corporation, limited liability corporation general partnership, limited partnership, individual, non-profit corporation, individual dba as [specify:] other [specify:]								
2. <u>Purpose</u> . This Contract Amendm	ent is being entered into to amend the Contract							
between City and Contractor which was approve	ed by the City Council of the City of Richmond or							
executed by the City Manager on October 1	0, 2019 , which original term commenced							
on October 1, 2019 and terminates	June 30, 2021 with an original							
contract payment limit of \$8,000.00	. Said contract shall hereinafter be referred							
to as the "Original Contract" and is incorporated herein by reference.								
3. <u>Original Contract Provisions</u> . The	e parties hereto agree to continue to abide by							
those terms and conditions of the Original Contra	act, and any amendments thereto, which are							
unaffected by this Contract Amendment.								

- 4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.
- 5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license for this Contract Amendment to be deemed to be in effect.
- 6. Insurance Coverage Updated and Maintained. Pursuant to the Original Contract, the Contractor shall provide the City with updated insurance certificates, and the Contractor shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.
  - 7. Signatures. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND, CALIFORNIA a municipal corporation

I hereby certify that the Original Contract and this Amendment have been approved by the City Council or executed by the City Manager.

Approved as to form:

List of Attachments:

1. Amendment Provisions

2. Updated Insurance Certificates

CONTRACTOR:

Alliance Graphics, Inc.

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

Title:

(\*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)

Treasury

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313.

Contract Amendment/EJ/TE 09-26-07

Contract Amendment b	between	the City	of Richmond	and
Alliance Graphics,	Inc.	Section Design		

P.O./Contract No.

3

22200157/4963

#### AMENDMENT PROVISIONS (PAYMENT LIMIT AND SERVICE PLAN)

1.	Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$12,000.00. Paragraph 3 of the Original Contract is amended to read as follows:								
	"3. <u>Payment Limit</u> . City's total payments to Contractor under this Contract Amendment shall not exceed \$40,000.00 including expenses."								
	"The City of Richmond shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the City Manager if the total Contract amount does not exceed \$10,000 or without the prior approval of the City Council if the total Contract amount is over \$10,000."								

- 2. The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:
  - Contractor shall continue to provide additional graphic arts and products services in regards to advertising and promoting the RichmondBUILD Academy as needed, through the end of fiscal year 2021-22.
  - Customized printing on tea-shirts, sweatshirts, coffee mugs, bags, pens; embroidery on polo, jackets and other projects as assigned.
  - Contractor shall perform the services set forth herein at the following location:
     1101 8TH STREET, BERKELEY, CA 94710

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P.O./Contract No. 22200157 /4963

## **AMENDMENT PROVISIONS (AMENDMENT HISTORY)**

The <b>first</b> Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on 7/21/2020 for one or more of the following provisions (check those that apply):
<ul> <li>✓ Increased contract payment limit by \$ 12,000.00 for a payment limit not to exceed \$ 20,000.00</li> <li>✓ Term Amendment (insert new termination date): 6/30/2022</li> <li>✓ Service Plan</li> </ul>
The <b>second</b> Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on 01-14-2021 for one or more of the following provisions (check those that apply):
<ul> <li>✓ Increased contract payment limit by \$8,000.00 for a payment limit not to exceed \$28,000.00</li> <li>☐ Term Amendment (insert new termination date):</li> <li>✓ Service Plan</li> </ul>
The <b>third</b> Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager onfor one or more of the following provisions (check those that apply):
<ul> <li>✓ Increased contract payment limit by \$ 12,000.00 for a payment limit not to exceed \$ 40,000.00</li> <li>☐ Term Amendment (insert new termination date):</li> <li>✓ Service Plan</li> </ul>
The <b>fourth</b> Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager onfor one or more of the following provisions (check those that apply):
☐ Increased contract payment limit by \$for a payment limit not to exceed \$ 40,000.00  ☐ Term Amendment (insert new termination date):  Service Plan
The <b>fifth</b> Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager onfor one or more of the following provisions (check those that apply):
☐ Increased contract payment limit by \$for a payment limit not to exceed \$ 40,000.00  ☐ Term Amendment (insert new termination date):



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/26/2021

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					NAME:	2007					
					PHONE (A/C, No	o, Ext): (844) 8	836-6932	FAX (A/C, No):	(866)	828-2424	
CRIST FRITSCHI & PATERSON INS. AGENT/BROKERS INC						E-MAIL ADDRESS: Certificate@Hanover.com					
101 YGNACIO VALLEY RD.S200						INSURER(S) AFFORDING COVERAGE NAIC #					
WALNUT CREEK CA 94596						INSURER A: Hanover American Ins Co					
INSU	RED	0		Strategies Hand in Constitution	INSURE	Magagah	usetts Bay Ins	Co		22306	
W. 2) (SEC)						Alles e sie s	a Financial Ben	1981		41840	
					INSURE	.KO.	a i manolai bon	ioni		41040	
	ALLIANCE GRAPHICS INC				INSURE	RD:					
	1101 8TH ST				INSURE	RE:					
	BERKELEY		A-150 ST-0	CA 94710	INSURE	RF:					
			Out of the second	NUMBER:				REVISION NUMBER:			
	HIS IS TO CERTIFY THAT THE POLICIES										
C	IDICATED. NOTWITHSTANDING ANY RI ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	PERT	AIN,	THE INSURANCE AFFORDS	ED BY	THE POLICIES	S DESCRIBE	D HEREIN IS SUBJECT T			
INSR	TYPE OF INSURANCE		SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	rs		
LIK	✓ COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICT HUMBER		(WIWI/DD/TTTT)	(IMIMI/DD/1111)	EACH OCCURRENCE		00,000	
								DAMAGE TO RENTED	_	00,000	
	CLAIMS-MADE OCCUR							PREMISES (Ea occurrence)	0.43	DATE:	
_		N	N	77E D205201 04		04/05/2021	04/05/2022	MED EXP (Any one person)	\$ 10,0	SALS SALS SALS	
Α		IN	N	ZZF D205201 04		04/05/2021	04/05/2022	PERSONAL & ADV INJURY	1	00,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE		00,000	
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ INC	CLUDED	
	OTHER:								\$		
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00	00,000	
	✓ ANY AUTO							BODILY INJURY (Per person)	\$		
С	OWNED SCHEDULED AUTOS	N	N	AWF D695086 02		09/12/2020	09/12/2021	BODILY INJURY (Per accident)	\$		
	✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY				4			PROPERTY DAMAGE (Per accident)	\$		
	AUTOS ONET							(i or docident)	\$		
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$		
	Everence House										
	CEANWS-WADE	1						AGGREGATE	\$		
	DED RETENTION \$ WORKERS COMPENSATION							✓ PER OTH-	\$		
	AND EMPLOYERS' LIABILITY Y/N	N/A	N		5	07/01/2021	07/01/2022	A PLIA PRINCIPANTAL PRINCIPANTA	4.0	00.000	
В	ANYPROPRIETOR/PARTNER/EXECUTIVE N			WDF D299561 05				E.L. EACH ACCIDENT	4.00	00,000	
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE	-	00,000	
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,00	00,000	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedul	le, may b	e attached if more	e space is requir	ed)			
OFFITIGATE HOLDER											
CERTIFICATE HOLDER CANCELLA											
EMPLOYMENT & TRAINING DEPARTMENT					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
	CITY OF RICHMOND	AUTHORIZED REPRESENTATIVE									
	330 – 25TH STREET				Smore Retlex						
l	RICHMOND			CA 94804	through the						

RICHMOND

CA 94804