

**CITY OF RICHMOND  
STANDARD CONTRACT**

|                          |                           |
|--------------------------|---------------------------|
| Department:              | Project Manager:          |
| Project Manager E-mail:  | Project Manager Phone No: |
| PR No: Vendor No:        | P.O./Contract No:         |
| Description of Services: |                           |

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

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

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Business License No: \_\_\_\_\_

/ Expiration Date: \_\_\_\_\_

A California [ ] corporation, [ ] limited liability corporation [ ] general partnership, [ ] limited partnership, [ ] individual, [ ] non-profit corporation, [ ] individual dba as [specify:] \_\_\_\_\_, [ ] other [specify:] \_\_\_\_\_

2. Term. The effective date of this Contract is \_\_\_\_\_ and it terminates \_\_\_\_\_ unless terminated as provided herein.
3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ \_\_\_\_\_. 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

CONTRACTOR:

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
City Clerk

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

Approved as to form:

By: \_\_\_\_\_

By: \_\_\_\_\_  
City Attorney

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

(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

For the Contract between the City of  
Richmond and

---

**EXHIBIT A**  
**SERVICE PLAN**

Contractor shall, to the satisfaction of the \_\_\_\_\_, perform the  
following services and be compensated as outlined below:

## Exhibit A- Scope of Work

### Project Goal

Develop a Richmond Green-Blue New Deal Plan (“Plan”) to catalyze meaningful green-blue job creation for Richmond residents that speeds a Just Transition to a decarbonized future with a circular economy and restore environmental and human health.

### Project Objectives

The Plan will respond to high unemployment in Richmond caused by the COVID-19 pandemic by identifying and listing actions to create thousands of green-blue jobs to decarbonize energy, buildings, and transportation systems; building a circular economy; reducing food waste and expanding the local food economy; restoring healthy urban forests, shorelines, soils, and wildlife populations; guarding against displacement, supporting training, and providing jobs to BIPOC Richmond residents with an emphasis on the unhoused.

### A. Implementation and Methodology

The project will have four distinct stages: scoping and organizing the project, collecting information, assessing information, and defining opportunities. The project will culminate in a Richmond Green-Blue New Deal, internal Implementation Workplan, and Community Toolkit. The approach and deliverables for this Plan will be developed in concert with City staff and City Council members with extensive input from the community.

#### *Task 1 – Consultant Expertise*

Lead: Appraccel

##### *1.1 Kick-Off – Appraccel*

The project will begin with a kick-off meeting of key consulting team members and City staff members. The kick-off meeting will include an overview of the project, goals, work plan, timeline, and budget; presentation of green-blue jobs case studies and what policies and programs catalyzed their creation; and have each member share what they will be working on for their portion of the project.

##### *1.2 Public Engagement Plan – MIG*

First the consulting team will develop a Public Engagement Plan (PEP) to outline the approach for engaging Richmond residents throughout the development of the Plan. The goal for the engagement strategy is to have an inclusive multi-lingual community engagement process with multiple touchpoints for stakeholders to provide input. The PEP will describe the intended outreach and engagement strategies, tools, methods, performance metrics, and schedule that will inform, educate, and engage community stakeholders throughout the process. We will use the City’s established channels of communication to announce the various engagement opportunities to residents, including the City’s website, email lists, and social media outlets. Initial planning for engagement will occur in collaboration with the City of Richmond.



The following groups and organizations have been identified as critical to this process:

- Neighborhood Councils
- Environmental justice and climate change organizations
- Local unions and labor groups
- Business owners
- Worker co-ops
- Workforce development and training agencies
- Youth groups
- Health advocacy groups
- Parent Teacher Associations
- Community-Based Organizations
- Education organizations – Contra Costa Community College, UC Berkeley, Berkeley City College, Diablo Valley College, Cal State East Bay, Richmond High, JFK High School, and Richmond Promise

### **Task 1 Deliverables:**

- Kick-off meeting with of key consulting team members and City staff from but not limited to: Employment and Training, Richmond Build, Environmental and Health, Economic Development, Transportation, Planning, and Engineering.
- Kick-off meeting organization, preparation and facilitation including materials, agenda, prep, timeline, budget, workplan and notes.
- Public Engagement Plan
- Host two community Kick-off workshops

### *Task 2 – Profile of Community, Labor, and Business*

**Lead: HR&A Advisors**

#### *2.1 Community Profile – HR&A Advisors*

HR&A will draw on their previous work in Richmond, public and private data sources, as well as interviews with key stakeholders or experts, to create a profile of Richmond with the perspective of the green-blue economy. This will include a detailed breakdown of population and worker demographics along dimensions such as education level by age; income/wages; race/ethnicity; and native/foreign-born status. They will consider how these characteristics break down by both industry sector as well as occupation type. Additionally, we will analyze the current makeup and growth/decline trajectories of businesses (number and economic output) in Richmond.

When developing the community profile, the types of low-income workers in Richmond that were disproportionately impacted by the COVID-19 pandemic will be included. Essential workers, who must be physically present to do their work, suffered more exposure to COVID-19, and when lockdowns went into effect, many lost their jobs. In communities with higher rates of essential workers, the pandemic exacerbated inequities and further concentrated poverty. These are a few of the challenges that will be considered in the baseline community profile as we seek to support Richmond to plan for a competitive, sustainable, and equitable economy in the future.



The baseline data will include current green-blue businesses based in Richmond, the numbers and types of green-blue jobs, the number of extractive businesses, and the numbers and types of extractive industry jobs. All population, labor and business data will be contextualized in relationship to Contra Costa County and the San Francisco-Oakland-Berkeley Metropolitan Statistical Area (MSA).

After compiling this baseline information, HR&A will work with other team members and stakeholders to develop a working definition of the industries, occupations, and credentials most relevant to the green-blue economy—those that currently fit within the green-blue economy and those that can potentially pivot into it. We will apply this definition to understand the green-blue economy's position within the broader landscape of Richmond's economy. The information gathered from stakeholder conversations, will be used to assess Richmond's greatest strengths and challenges with respect to growing its green-blue economy and workforce.

Finally, HR&A will supplement this profile with a high-level review of the City of Richmond's budget in order to define key public funding sources related to opportunities in the blue-green economy. This will include a summary of spending in key areas such as education, infrastructure, parks and recreation, environment, and public safety.

## *2.2 Economic Development Insights – HR&A Advisors*

At a separate meeting, an HR&A representative will present insights gained through the community profile, 2021 Richmond Business Investment and Attraction Strategy, and their national economic development experience, to advise other team members on growth opportunities within the green-blue economy that are feasible and appropriate for Richmond residents and businesses.<sup>1</sup> Highlights of the meeting presentation will be written up into an Economic Development Insights Analysis document.

## *2.3 Building Decarbonization Jobs Analysis – Inclusive Economics*

Inclusive Economics (IE) will run a jobs analysis for residential building decarbonization for the City of Richmond. This jobs analysis will contain elements similar to those in IE's [LA Building Decarbonization: Community Concerns, Employment Impacts, and Opportunities](#), for example: for existing residential buildings what is the current gas saturation level (percentage of buildings that use natural gas for space heating, water heating, cooking, and clothes drying), what would the costs for various levels of building electrification be, how many and what types of 25-year green jobs would be needed to achieve various levels of electrification. This level of detail is key to formulating a plan to move away from burning fossil fuels in residential buildings. A key point to note is that residential building decarbonization includes electrification and a strategy for electrification of existing buildings will be included in this building decarbonization work.

---

<sup>1</sup> As a side note, this project will consider green-blue job project opportunities through an appreciative inquiry lens. Appreciative inquiry (AI) is the organizational development approach of seeking to grow an organization from its strengths. By studying employees within an organization who are extraordinarily productive and imbued with a sense of purpose, AI looks for the qualities within and conditions around these employees that support their success. The Appraccel team will apply a similar approach to the City of Richmond when considering how best to grow the green-blue economy.



## **Task 2 Deliverables:**

- Community Profile Briefing Book includes detailed sources and methodologies, describing current characteristics of and trends for Richmond's economy, with a particular focus on elements relevant to the green-blue economy, as well as a high-level review of the municipal budget.
- Economic Development Insight Analysis
- Building Decarbonization Jobs Analysis
- Solicit feedback from the Richmond Neighborhood Coordinating Council (RNCC), Economic Development Commission (EDC), Richmond Workforce Development Board (RWDB), Economic Development Working Group, Bicycle and Pedestrian Advisory Committee (BPAC), Management Leadership Team (MLT), and City staff members.
- Presentation of final drafts to the Richmond City Council (RCC)

## *Task 3 – Community Engagement and Gap Analysis*

Lead: MIG

With the Community Profile, Economic Development Insights, a preliminary list of green-blue jobs projects in hand, and a draft Public Engagement Plan, the next step in this project is to develop community engagement outreach materials. As we develop these materials, we will incorporate the principles in the City of Richmond's Government Alliance on Race and Equity (GARE) program. By recognizing there are institutional and structural barriers to success for historically disadvantaged members of the community, we believe that everyone deserves to have opportunities to thrive and support themselves using their skills and talents. The City's assertions that "We seek to strengthen the City's community engagement efforts to increase transparency and trust to provide authentic spaces for information sharing," as well as realize the "goal to integrate the racial equity lens into all city services to foster a healthy and inclusive community for all" will help this project support the City to achieve racially equitable community outcomes. Incorporating GARE principles, MIG will lead Task 3 with local non-profits Groundwork Richmond and the Safe Return Project playing complementary roles in engaging the community.

### *3.1 Outreach and Community Engagement Efforts - MIG*

The Plan's success will be influenced by the level of trust and engagement we have with the community and Labor. Richmond residents are regularly called upon to provide input on a variety of community issues and opportunities and it can be difficult for people to prioritize their participation in these activities. Our approach focuses on working through trusted partners and providing a variety of opportunities so that people can participate as their time and interests allow. To meet the City of Richmond's goal of implementing a community-driven workforce development plan, we will employ the following strategies for outreach and community engagement. For every strategy, participants and their contact information will be collected. All participants will be encouraged to sign-up for the City Manager's Weekly Report and the Economic, Environment, and Health Initiatives Listserv.



### *Community Champions (CC)*

Based on the PEP discussion, a group of about 10 community members who represent key interests needed for a successful plan and to support implementation will be selected. Participants may include local entrepreneurs, small business owners, job training and youth development interests. While public support for the Plan is important, it is critical that local champions are involved early in the process and can help guide and refine the Plan's goals and strategies to help ensure the Plan is responsive to the interests and needs of the City. We expect to meet with this group up to three (3) times (1.5 - 2 hours per meeting). Meetings will be held online to reduce travel time and make it more convenient for participants. Each CC will receive a \$100 stipend for each meeting they attend.

### *Outreach Materials and Roadshow*

The consulting team will develop outreach materials and the Roadshow. Examples of outreach materials include presentations, event flyers, fact sheet, quick facts and general outreach messaging. The materials will translate technical terms and related policy information into terms that help connect these concepts to residents' daily lives. Materials will be available in English and Spanish.

The Roadshow is intended as a short presentation that can be used by consultants, City staff, and Community Champions to help share information about the project. The Roadshow will ensure we have a consistent and simple message. The Roadshow materials will be posted on the City website to serve as an ongoing education resource available to residents and stakeholders.

### *Online and Paper Survey*

The consulting team will develop a public internet survey, with input and two rounds of review from City staff, to gather information from the community and develop an accurate profile of community interests. The survey will be available in English and Spanish to reach a broader audience. The consulting team will host the online survey and manage the data as responses are received. We will also prepare a paper survey that will be distributed with partner assistance to areas of the city where community members live who may not use or have access to technology. This may include seniors, people with disabilities, and low-income residents. The survey will focus primarily on the needs and interests of the community.

Groundwork Richmond, will employ their team of high school student summer interns to conduct surveys in the community. These students will utilize their network of classmates, family members, and colleagues in local community organizations to fill out a total of 100 surveys. To boost participation, they will offer each survey respondent a \$5 gift card for their time. After completing 100 surveys, they will graph the results and create a report of findings.

In addition, MIG will reach out to local partner organizations to ask for their assistance in distributing and collecting the surveys on behalf of the project. The organizations will receive a stipend for their assistance. MIG will also hire local youth as hourly workers to distribute and collect the surveys. Those completing the survey will be eligible for a





drawing to win a \$20 gift card for groceries or other services. MIG does not recommend mailing the surveys due to the cost and anticipated low response rate.

The team will compile results from the survey in an easy-to-digest analysis for the City. The input gathered through this survey will inform the next outreach steps, key recommendations, and progress of the project.

### *Community Workshops*

The consult team will organize two (2) virtual community workshops<sup>2</sup> in coordination with the City team. These workshops will be an opportunity for residents and stakeholders to learn about plan and share their opinions, concerns, needs, and ask questions.

The consultant team will provide a lead facilitator, develop workshop materials, and document the workshop as well as the feedback received. Virtual events will include multiple forms of engagement from live polling, breakout or small group discussions, and Q&A sessions for community members to share their concerns and give comments. The events will also include incentives that allow participants to be eligible for four \$25 gift cards (two raffled off at each meeting) for attending the event. The random drawing will be conducted at the end of the meeting.

Information gathered at these workshops will inform the development of key recommendations. The project team will also monitor outreach metrics throughout the process and adjust as needed to ensure we are reaching desired audiences throughout the Richmond community.

### *Collaboration with Neighborhood Councils and Organized Groups*

The project team will seek to collaborate with Neighborhood Councils, community-based organizations, labor unions, environmental justice groups, parent-teacher associations, workforce training agencies, and youth centers. They will be invited to participate in various engagement points including providing support in the distribution of the survey and recruiting participants for the workshops. We will work with CBOs such as Bike East Bay and Rich City Rides to collect ideas for projects that accelerate the transition to active mobility and include more local residents as trained workers in these projects.

Organizations that can provide coordinated efforts to engage their member base and constituents will be given \$500 stipends (cash or Visa gift card) for their efforts. To receive the stipend, the group will identify and implement three (3) to five (5) outreach activities from a menu of options in the Public Engagement Plan. MIG anticipates there will be six (6) organizations receiving stipends for their efforts. They will also be provided the Roadshow presentation to share with their community and present on behalf of the project.

---

<sup>2</sup> Due to Covid-19, community workshops and meetings are currently planned as virtual, however, when safe the consultant team will coordinate with City staff to define steps that would be required of attendees for in-person meetings.



### *3.2 Safe Return Project's Community Engagement Efforts – Safe Return Project*

The local non-profit Safe Return Project will conduct outreach to their network of formerly incarcerated and convicted individuals and their families to encourage participation in one of three (3) focus groups. They will plan and run these three focus groups to better understand the community's possible interest in green and blue jobs and attendees' skill sets. Each attendee will receive a \$50 gift card for their participation in a focus group. After concluding the focus groups, Safe Return Project will compile findings into a report.

### *3.3 Gap Analysis - Appraccel*

For this task, we will study the gap between the Community's aspirations for where it would like to be by 2030 and the current state. California's environmental policy framework and the City of Richmond's environmental policy framework of goals for 2030 and beyond, will be incorporated and help to inform the kinds of projects and jobs needed to realize the vision.

For this gap analysis, we will collect baseline information about the utility energy mix, details about the built environment, and transportation systems. We will also gather details on topics such as illegal dumping/litter, homelessness, air pollution, wastewater generation, and solid waste generation, the pollution burdens the shoreline, forests, soils, and wildlife populations bear, and more. The differential between where Richmond is and where the community wants Richmond to be will illuminate the kinds of projects needed to retrofit, repair, rebuild, and restore systems. After conducting the gap analysis, more details about the projects for which the City needs additional workers will come into sharper focus.

### **Task 3 Deliverables:**

- Create and distribute outreach material and Roadshow packet.
- Recruit 10 Community Champions to attend three (3) meetings.
- Create survey and collect 100 completed surveys from community members.
- Survey Result Analysis.
- Work with six (6) community-based organizations that will perform three(3) to five (5) outreach activities to share outreach materials and Roadshow.
- Host two (2) virtual community workshops.
- Host three (3) focus groups of formerly imprisoned and convicted people and their families.
- Outreach Summary Report.
- Gap Analysis.
- List of community contacts.
- Presentation of outreach efforts, feedback, and Gap Analysis to the Richmond City Council.

### *Task 4 – Draft City Plan, Implementation Workplan, and Community Toolkit*

Lead: Appraccel

Project work in Tasks 1-3 will culminate in the main project deliverables: 1) Richmond Green-Blue New Deal Plan ("Plan") outlining the building blocks for an equitable and



inclusive sustainable economic and workforce development plan for the City of Richmond, 2) Implementation Workplan to outline how the city and community can implement and move low-hanging fruit and longer-term projects to the starting line, and 3) Community Toolkit in up to three (3) languages for Neighborhood Councils and the community to catalyze their preferred green economic development projects.

#### *4.1 Richmond Green-Blue New Deal Plan - Appraccel*

This proposal is centered in the core belief that we can simultaneously deliver both viable climate solutions and a strong and equitable local economy. Our high road jobs approach is intersectional working at the nexus of environment, economy, and equity.

Key elements to building a high-road economy are understanding the current and possible/projected future landscape and then building a plan based on the opportunities for greatest climate impact and economic development. We will incorporate the foundational planning and policy work that has already been done in Richmond from the following documents:

- General Plan 2030
- Climate Action Plan
- Health in All Policies Strategy, Ordinances, and reports
- Transparent Richmond
- Economic Development Action Plan Parts 1 and 2
- Grants that the City has applied for
- WFDB Workforce Plan 2021-2024
- RichmondWorks/ YouthWorks
- RichmondBuild/ YouthBuild
- First Mile/Last Mile - Transportation Strategic Plan
- Bicycle Master Plan
- Pedestrian Plan
- Master Greening Plan
- Shoreline Master Plan
- Community Benefits Policy
- ARPA Community Needs Assessment
- Biannual Community Survey

These plans and policies in combination with the Richmond community's strengths identified in the Task 2 Community Profile, Task 3 Gap Analysis, and Task 3 Community Outreach Report will allow us to identify synergies with Green-Blue New Deal goals, recommended actions, and policies. The team will develop a list of green-blue projects including both low-hanging fruit and long-term projects that address the climate emergency. Projects will be organized by how much preparation time they require as we lay out a multi-year approach to new job creation at both a City and community level.

The Plan starts with a vision of a sustainable, equitable future and will define projects that will help society transition to that vision in energy, buildings, transportation, consumer goods, food, nature, and more. The work to install, retrofit, rebuild, mode shift, reclaim, upcycle, and restore in the residential and non-residential sectors requires



workers in Richmond and cannot be automated or outsourced. This plan will list the types of green-blue jobs needed for these projects and organize them by job families. We will list educational degree requirements, licensing, or training needed for various types of green-blue jobs (such as environmental compliance inspectors, sanitary sewer workers, garbage collectors, software engineers, and construction workers, city planners, among others). This project will seek input and ideas from state and local workforce development professionals as we plan for the Just Transition. We will also involve educational institutions as they provide the training, retraining and upskilling for the green-blue jobs of the future. Part of this workforce transition involves the Just Transition which asserts that as our industries evolve, from extractive and polluting to clean, regenerative, and circular, that not only are workers are not left behind but, rather, they help shape the trajectory of the future of work.

Components of the Plan to help catalyze green-blue job creation will include:

- Policy Development- deliver environmental justice and equity, ensuring that the jobs created are high-road jobs, and develop strong relationships with union labor that lead to strong equitable worker-centered policies such as Project Labor Agreements and attaching labor standards to City projects.
- Business Development- support business development focusing on three aspects: entrepreneurship and business incubation, Small and Minority and Women Business Enterprise Programs, and developing the capacity for existing climate-related business to expand. Expanding capacity in the business community is essential to being able to meet climate action targets while providing opportunities for people and businesses who need support in being able to meet the demand and benefit from these economic opportunities.
- Funding- gather a list of financial tools beyond the traditional list of grants, loans, and tax reductions. Grants, loans, bonds, investments, and crowdfunding are just some of the categories of financial tools available to fund green job creation. Some funding options can be for large, complex, multi-year projects while others support smaller projects that are easier to implement relatively quickly. For each of the financial tools, examples of funding sources will be researched then matched up with the list of green-blue jobs projects the community expressed interest in pursuing. Matchmaking between projects and funding takes into account several aspects including whether a project has a financial return on investment (ROI) or not, which sector will be hiring potential workers, and the scope of the project.
- Training- identify both training and upskilling opportunities needed to meet labor market demand. Opportunities for career advancement through stackable credentials will attract workers wishing to transition into green jobs. Another approach may be adding climate-related training modules to existing programs.

The last element of the Plan involves tracking and posting data to the City's Open Data Platform to inform implementation progress.

#### *4.2 Implementation Workplan and Community Toolkit - Appraccel*

The Implementation Workplan will detail how to develop and move low-hanging fruit and longer-term green-blue jobs projects to the starting line, as well as the structure to implement, support, and sustain this pipeline of jobs. The Workplan will be divided into



two sections: 1) an Internal Workplan outlining the necessary steps for the City to take, and 2) a multilingual Neighborhood Council/Community Toolkit to support community implementation of the Plan. It will also explore the opportunities to support existing interested employers to expand their workforce as well as support aspiring entrepreneurs that will create tomorrow's businesses and non-profits.

#### **Task 4 Deliverables:**

- Host two (2) community stakeholder workshops to receive feedback.
- Richmond Green-Blue New Deal Plan.
- Internal Implementation Workplan.
- Multilingual Neighborhood Council/Community Toolkit.
- Presentation to RNCC, EDC, Richmond Workforce Development Board, Economic Development Working Group, BPAC, Management Leadership Team, and City Staff.
- Present draft Plan, Implementation Workplan, and Community Toolkit to City Council.

#### *Task 5 – Support to City Staff Members*

Lead: Medema Consulting

##### *5.1 Grant Writing – Medema Consulting*

The consulting team will identify and lead the process for developing and submitting three (3) applications for funding opportunities. The City of Richmond does not have a dedicated grant writer and City staff do not have the capacity to apply for all funding opportunities to support implementation of the Plan.

##### *5.2 Entrepreneur Engagement Efforts - Appraccel*

Community engagement outreach efforts will identify 10 aspiring green entrepreneurs who live in Richmond and are interested in starting green businesses. The types of businesses to be developed may offer products or services that reduce greenhouse gases generated, manufacture products that use post-consumer recycled content, reduce food waste, or help restore nature. These are just several examples. Appraccel will work with the group to develop business plans with the expectation that five (5) of the entrepreneurs will complete business plans which may turn into new businesses in Richmond.

#### **Task 5 Deliverables:**

- Lead three 3 funding proposals or applications
- Identify and engage with 10 aspiring green blue entrepreneurs who live in Richmond with the goal of assisting five (5) in the development of a complete business plan.

i. [Project management or implementation strategies or techniques to carry out the work.](#)



Figure 9: Project Timeline

|  | 5/<br>22 | 6/<br>22 | 7/<br>22 | 8/<br>22 | 9/<br>22 | 10/<br>22 | 11/<br>22 | 12/<br>22 | 1/<br>23 | 2/<br>23 | 3/<br>23 | 4/<br>23 | 5/<br>23 | 6/<br>23 | 7/<br>23 |
|--|----------|----------|----------|----------|----------|-----------|-----------|-----------|----------|----------|----------|----------|----------|----------|----------|
| Task 1 – Consultant Expertise  |          |          |          |          |          |           |           |           |          |          |          |          |          |          |          |
| Task 2 – Community Profile, Econ Dev Insights, Building Decarb Jobs Analysis |          |          |          |          |          |           |           |           |          |          |          |          |          |          |          |
| Task 3 – Community Engagement and Gap Analysis                               |          |          |          |          |          |           |           |           |          |          |          |          |          |          |          |
| Task 4 – Green-Blue New Deal Plan, Implementation Plan, Community Toolkit    |          |          |          |          |          |           |           |           |          |          |          |          |          |          |          |
| Task 5 –Support to City Staff  |          |          |          |          |          |           |           |           |          |          |          |          |          |          |          |

To ensure we meet this tight timeline, we are planning for efficient communications between consulting team members, City staff, and City Council members, document sharing in an online document repository and critical path project management to ensure smooth workflow. Appraccel will optimize ongoing communications with City staff and City Council members to ensure they are receiving the level of information and have opportunities to give input and feedback that they desire. Communication will be in the form of scheduled calls, videoconferences, and email communications.

#### B. Cost Information

The cost for this proposed scope of work is \$299,975. Please see below for a breakdown of labor costs by task and other direct costs. This project will be completed over a 15 months with multiple tasks running simultaneously.

Invoices will be submitted to the City on a monthly basis by Appraccel and include task worked on, percentage complete, and any supporting or back-up documentation (i.e photos, sign-in sheets, PowerPoints, flyers, etc).



|   |           |                      |          |   |          |                                       |          |  |          |                       |          |               |           |
|---|-----------|----------------------|----------|---|----------|---------------------------------------|----------|--|----------|-----------------------|----------|---------------|-----------|
| Appraccel LLC   |           |                      |          |   |          |                                       |          |  |          |                       |          |               |           |
| Project Title: Green-Blue New Deal Workforce Development Plan |           |                      |          |   |          |                                       |          |  |          |                       |          |               |           |
| Client: City of Richmond, Economic Development Department     |           |                      |          |   |          |                                       |          |  |          |                       |          |               |           |
| POP: 5/1/2022 - 7/31/2023                                     |           |                      |          |   |          |                                       |          |  |          |                       |          |               |           |
|   |           | Task 1               |          | Task 2  |          | Task 3                                |          | Task 4   |          | Task 5                |          | TOTAL PROGRAM |           |
|   |           | Consultant Expertise |          | Community Profile, Econ Dev Insights, Building Decarb Jobs Analysis |          | Community Engagement and Gap Analysis |          | Green-Blue New Deal Plan, Implementation Workplan, Community Toolkit |          | Support to City Staff |          |               |           |
| LABOR   |           | Hours                | Amount   | Hours   | Amount   | Hours                                 | Amount   | Hours  | Amount   | Hours                 | Amount   | Hours         | Amount    |
| Total Labor   |           | 96                   | \$14,940 | 232   | \$73,180 | 932                                   | \$84,005 | 755  | \$91,850 | 238                   | \$25,900 | 2,253         | \$289,875 |
| OTHER DIRECT COSTS (ODC's)                                    | Unit cost |                      |          |   |          | Units                                 | Amount   |  |          |                       |          |               |           |
| Printing, copying, mailing costs                              |           |                      |          |   |          |                                       | \$1,680  |  |          |                       |          |               |           |
| Stipends - community based organizations                      | \$500.00  |                      |          |   |          | 6                                     | \$3,000  |  |          |                       |          |               |           |
| Gift cards - community champions                              | \$105.00  |                      |          |   |          | 30                                    | \$3,150  |  |          |                       |          |               |           |
| Gift cards - raffled at community meetings                    | \$30.00   |                      |          |   |          | 4                                     | \$120    |  |          |                       |          |               |           |
| Gift cards - surveys Groundwork Richmond                      | \$5.00    |                      |          |   |          | 100                                   | \$500    |  |          |                       |          |               |           |
| Gift cards - focus groups Safe Return Project                 | \$55.00   |                      |          |   |          | 30                                    | \$1,650  |  |          |                       |          |               |           |
| Total ODCs  |           |                      |          |   |          |                                       | \$10,100 |  |          |                       |          |               | \$10,100  |
| TOTAL ESTIMATED PRICE   |           |                      |          |   |          |                                       |          |  |          |                       |          |               | \$299,975 |

**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: \_\_\_\_\_ Department: \_\_\_\_\_  
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, \_\_\_\_\_ 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:

\_\_\_\_\_  
City of Richmond  
\_\_\_\_\_

\_\_\_\_\_  
Richmond, CA 94804-0046  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **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

---

**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

---

**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.