

**CITY OF RICHMOND
STANDARD CONTRACT**

Department: Community Development	Project Manager: Lina Velasco
Project Manager E-mail: lina_velasco@ci.richmond.ca.us	Project Manager Phone No: (510) 620-6706
PR No: Vendor No: 15066	P.O./Contract No: 22200406 / 5763
Description of Services: Safe Organized Spaces (SOS!) Richmond, a program of Rebuilding Together East Bay-North (RTEBN) will provide outreach and support unsheltered people who reside in homeless encampments across the City of Richmond.	

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: Rebuilding Together East Bay-North

Street Address: 732 Gilman Street

City, State, Zip Code: Berkeley, CA 94710

Contact Person: J.W. Frye

Telephone: (510) 644-8979

Email: jw@rtebn.org

Business License No: 4006-0490 / Expiration Date: August 21, 2021

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 July 20, 2021 and it terminates July 20, 2022 unless terminated as provided herein.
3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ 983,975.00. 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

DocuSigned by:
By: Thomas K. Butt
64A4FEAB53BE4C0...

Title: Mayor

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

DocuSigned by:
By: Pamela Christian
C6843BFF4A43406...
CITY CLERK

Approved as to form:

DocuSigned by:
By: Teresa Stricker
7AE7F37F49BF413...
CITY ATTORNEY

CONTRACTOR:

Rebuilding Together East Bay-North

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

DocuSigned by:
By: Bill Bauer
DA645DCBE4574C3...

Title: President

Date Signed: 9/17/2021

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

DocuSigned by:
By: John William Frye
9930FF79BD8B4E0...

Title: Executive Director

Date Signed: 9/17/2021

(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
Rebuilding Together East Bay-North

**EXHIBIT A
SERVICE PLAN**

Contractor shall, to the satisfaction of the City of Richmond, CA, perform the following services and be compensated as outlined below:

See attached for program description and budget.

SCOPE OF SERVICES PLAN

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

Safe Organized Spaces (SOS!) Richmond, a program of Rebuilding Together East Bay-North (RTEBN), will collaborate with project partners/subcontractors, the City of Richmond departments, other public agencies, and private entities to provide outreach and support unsheltered people who reside in homeless encampments across the City of Richmond.

RTEBN is a local 501c3 nonprofit that has been serving the community since 1992 with a focus on community revitalization. RTEBN will host this effort by providing its management and administrative services and will charge a 10% administration fee as well as provide the services of its Executive Director to oversee all administrative aspects of the SOS programs. RTEBN will provide the organizational infrastructure and capacity needed to ensure the smooth and efficient functioning of the programs. It will also provide leadership for fund and programs development and facilitate SOS! Richmond's growth to become a fully functioning stand-alone organization.

SOS! Richmond has been operational since 2019 and uniquely focuses its mission on improving safety and providing essential care for homeless encampment dwellers in informal structures and unhoused vehicle-dwelling households on city streets and other unsupported locations. The Area Director will direct the development and operation of the Streets Team for daytime encampment and neighborhood engagement and provision of basic amenities, and for nighttime neighborhood responses related to public safety and quality of life issues. He will also coordinate activities to support forthcoming interim sheltering programs.

Program partners are other Richmond organizations that will be subcontracted to provide services such as: staff training for workforce readiness, professional skills and personal development; food and water distribution; community and leadership development; toilets, hand washing stations, and other amenities and infrastructure; and other essential encampment-based and interim sheltering supports.

The Streets Team is a workforce development program that employs homeless individuals to fill a critical gap for improvement of unsafe conditions for the health and security of unhoused populations and neighbors impacted by homelessness. Employees participate in life skills and employment-related sessions to promote mainstream behaviors for the purpose of enabling them to build on skills and develop a work history for eventual employment elsewhere.

The Streets Team responds to homelessness at parks, freeways, train tracks, creeks and on neighborhood streets at key locations throughout Richmond, as determined by the City of Richmond. SOS! anticipates that its current fifteen paid unhoused individuals currently serving

as neighborhood stewards and role models may be scaled up to as many as 60 paid employees and interns.

The Streets Team will provide outreach through the provision of trash cleanup, sanitation and hygiene interventions, empowerment processes, and community liaison services that lead to improved encampment and neighborhood conditions. Community-integrated efforts will engage public, nonprofit, community-based and business sectors to leverage basic amenities for encampment residents, address individual and community needs at encampments, and improve relationships between encampment communities and the neighborhoods where encampments are located.

The Streets Team will be supervised by two Field Supervisors. The daytime Field Supervisor will lead, model, oversee, and hold personal and team accountability with supervision of the Streets Team's staff and intern "Safety Guardians" to conduct mobile and localized encampment and neighborhood engagement services, with a focus on delivery of basic amenities according to a predictable daytime schedule.

The nighttime Field Supervisor will oversee the Streets Team's second shift as an assertive community liaison for improving neighborhood quality of life. The mobile team will support and lead a homeless engagement team of local safety guardians who respond to neighborhood complaints and steward street and encampment hotspots.

The program will utilize equipment, supplies and materials such as sanitation, hygiene and water supplies, trash bags, gloves, masks, vests, materials to maintain vehicles and equipment, safety PPE, fuel, food/beverages, office materials, printing, trash disposal trailer, etc. It will accommodate debris disposal costs for Republic Services tipping fees. The organizations will work at a Central Richmond office space and meeting space, and costs may also include storage of supplies and donated materials, and storage of heavy equipment and vehicles.

Streets Team service activities will include:

Cleanup of trash and dumping. SOS will expand and deepen its debris removal to locations throughout Richmond, including existing and abandoned encampments, public spaces such as parks, creeks, streets, and anywhere that trash accumulates. Since receiving its first city grant in 2019, SOS! Richmond has had a significant positive impact on encampments and their surrounding neighborhoods. The Streets Team currently removes five tons per week from dumped locations. It is anticipated that the team will remove and dispose of 8-10 tons of trash per week.

Encampment residents are encouraged and motivated to steward their surroundings and keep them clean and safe. SOS! Richmond's approach is to recruit and train encampment residents to self-manage their spaces and prepare trash for removal and disposal by the Streets Team's mobile engagement team. Encampment dwellers will benefit from improved living conditions, a healthier environment, and safer and more organized camp communities. This is made possible

by cultivating trusting relationships, and Streets Team members use their unique knowledge of localized cultures, dynamics, and nuanced encampment experiences to gain trust and model leadership. Team members can relate to their unsheltered peers on a level that is not possible with institutional service providers, enabling them to foster empowerment and positive behavior.

Improvements in collaboration and shared protocols among these unhoused leaders, and public agencies and neighborhood groups, will provide their eyes on the ground for the Streets Team to be responsive to new needs each day, thus benefitting the City and relieving the overwhelming problem of illegal dumping. Through this process, stakeholders improve the perception of public parks, streets, and other prominent places as safe spaces, inform perceptions about homelessness, and increase cross-sector cooperation.

The Streets Team models this cleanup activity for local encampment residents and neighbors alike and raises public awareness about neighborhood safety. As the Streets Team conducts its sanitation and outreach efforts, SOS! Richmond communicates with neighborhood partners and community leaders, public agency representatives, attends neighborhood council and civic group meetings, and shows up on neighborhood streets ready to engage in conversations with housed and unhoused neighbors and respond to their concerns and needs. It organizes for greater levels of communication and cooperation about the problems of homelessness. Such public awareness efforts will ultimately result in the introduction of interim sheltering, and eventually permanent housing, solutions in Richmond neighborhoods.

Deliver mobile showers to locations near unhoused neighbors. The Streets Team will operate the Shower Power program, a collaborative, coordinated effort that includes a mobile shower trailer that travels to homeless encampments and locations where clusters of people reside in vehicles. SOS! Richmond partners with other community organizations to deliver a constellation of essential services for unsheltered residents of Richmond with the Shower Power program as its cornerstone. Services include hot showers, delivery of food, water and supplies, and other services as described below.

The mobile shower will visit at least five locations per week for 3-4 hours per day, serving 100 or more homeless people each week. Masking, social distancing and sanitation protocols are strictly enforced by trained workers. The team will continue to secure public and private hosts to provide water, electricity and greywater effluent drainage at locations near encampments. In addition to a hot shower, the unhoused individuals receive: food and drinking water; new socks and underwear, and access to clean clothing; personal protective equipment such as face masks, gloves, and sanitizer; hygiene supplies, sanitation supplies and trash bags; tents, tarps, sleeping bags and blankets for those without them; assistance navigating the Coordinated Entry System of homeless services, including health care and information about housing.

Shower Power serves as a draw to engage people with additional services, bringing in people who might not otherwise seek the help they need. The showers are a point of convergence of people and resources in partnership with community-based, nonprofit, and public agency

partners, including active relationships with the County's CORE mobile homeless outreach, Health Care for the Homeless, Free Meals on Wheels, and other collaborative partners. Brothers of International Faith will host food distribution alongside Shower Power at shower service locations.

A driver and at least two staff members are required to deliver and set up the mobile shower unit, welcome and survey shower program participants, distribute supplies, engage with participants to discuss their needs, and clean and disinfect the units after each use. The budget presented in this contract assumes an aligned delivery of Streets Team sanitation and Shower Power hygiene services.

Deploy additional activities that provide for trash storage, portable toilets/handwashing stations, drinking water, and wastewater at encampment and street locations, scattered sites for off-street parking, and future interim sheltering villages. Currently unsupported encampments will be gradually supported with the introduction of amenities. Managed encampments will be maintained with more robust service and leadership-building, and interim sheltering locations will be similarly supported with these basic amenities. Many of these resources will be provided by community-based efforts of in-kind supporters – people who live in Richmond and want to see the problems of homelessness addressed for an improved civil society with safety net supports.

The infrastructural improvements will be delivered and managed by the Streets Team in collaboration with public/private partners who invest in the safety of encampment residents and their impacted neighborhoods. These actions demonstrate to encampment residents that they have a responsibility to utilize and secure the infrastructure and steward their surroundings, in addition to addressing their most dire and basic needs. Program partners will work with SOS/RTEBN to lease, site, secure, manage and service any debris, toilet, water, and wastewater systems that are contracted for interim use to improve public health.

Leader-building and workforce development activities so that unhoused residents are more responsive to their peers' and neighborhood's needs. The Streets Team identifies, recruits and trains unhoused residents who demonstrate competencies, enthusiasm, and reliability to provide outreach and basic amenities to encampments, engage in trash removal, and support peers and adjacent housed neighbors. Outreach efforts identify volunteers who demonstrate their leadership and motivation to make changes in encampment and neighborhood quality of life. Interns receive a modest stipend while they train for potential employment. Employees receive a decent wage and the support needed to sustain their jobs and become productive members of society. Workforce training by program partners will support the efficacious employment of unhoused individuals so that they provide their services to Richmond's neighborhoods in response to public health and safety concerns and needs.

Each day in the field, unhoused individuals are encouraged to demonstrate their personal initiative and leadership qualities as volunteers and are invited to join the Streets Team in its

fulfillment of a predictable schedule of field activities. The volunteer is encouraged to regularly communicate with the Field Supervisor to begin and sustain the volunteer status.

Volunteers join staff to participate in staff meetings to brainstorm about problems and receive group in-field training to learn basic tasks and responsibilities. Program partners will be sub-contracted to increase the training that employees receive, who will be paid to attend in-class training sessions to learn basic soft skills, handling hazardous materials, conflict de-escalation and motivational interviewing, problem-solving skills and education about trauma-informed care, and peer engagement, leadership and empowerment.

Each employee applicant is required to complete volunteer and employment paperwork, obtain a CA ID, Social Security card, phone, and bank account for direct deposit, and demonstrate eligibility to work. They are assisted in this process by the Director, Field Supervisor, and SOS volunteers. Interns and employees are supported to secure transportation and conduct legal vehicle registration and operation. Each applicant will be assisted with developing a professional resume.

Streets Team members are expected to be the models for others, not only in their work performance but also in their personal living arrangements and relationships. Interns and employees are continually encouraged and supported to make personal improvements in their lives to obtain more stable dwellings and living conditions, and improve their personal health, emotional stability, and overall satisfaction and wellbeing. Employees are prioritized to participate in the interim sheltering opportunities as they are developed by SOS! Richmond and the City. Each employee is expected to benefit from obtaining permanent housing and the means to sustain it with employment and an active "personal program" that keeps people working on their personal health.

Workforce development focuses on practicing teamwork according to a daily communication system and clear performance standards that are modeled by the Field Supervisor. Employees demonstrate their accessibility and dependability. They learn to model a positive outlook and the motivation for improving neighborhood quality-of-life and encampment living conditions. They are supportive of their peers to help them be healthy and engaged in Safety Guardian activities. Each Streets Team member recommends new volunteers to become Streets Team members. As an employee begins to excel in job performance, the hours increase and become more regular, responsibilities are nuanced and shaped to that individual's aptitudes and strengths, and the employee advances in hourly and then salaried pay rates.

Local engagement focuses on problem-solving and personal welfare to improve public safety. One of the most pressing issues at unsupported and managed encampments is the need for improved security to support public safety. It has thus far been difficult to implement successful security measures, even at managed encampments. The Streets Team will engage local stewards, or Safety Guardians, to work during late afternoons and evening hours to target three activities: trash collection, problem-solving, and advocating for people's welfare. These activities together will bring more attention and care to situations that otherwise might result

in problems with safety. Such activities may increase self-management practices among encampment dwellers.

The Streets Team is composed of local stewards and a mobile team. A local Safety Guardian will be present at larger encampment locations to provide for “traditional” Streets Team activities such as trash cleanup. An additional task for select employees will involve talking with individuals to focus on welfare checks. By casually offering to support people’s needs, staff will seek to address what is not working and problem-solve in the moment or at the earliest next opportunity. With clipboard in-hand and by asking one or two simple questions, the Streets Team can respond to people’s expressed needs. In response, the Streets Team’s mobile team, Area Director, SOS volunteers, and program partners, including Housing Consortium of the Easy Bay (HCEB), will be responsive to these needs. The Safety Guardian will also lead in the empowerment of unsheltered residents to steward their locations to improve personal and public health, safety, and neighborhood order. Improving safety and security will thus involve proactive steps that can be taken by working with the residents who are receptive to support and are willing to participate.

Individually focused engagement will lead to community development at locations where people lack access to caring, trusted, and sustained relationships. The activity of securing and managing shared public spaces will lead to safer, more organized environments which will improve conditions and relationships in neighborhoods impacted by homelessness. The health and safety-focused engagement and empowerment activities will help to provide stewardship that supports the security of public spaces.

Mobile team to act as assertive community liaisons and problem solvers at problematic neighborhood locations. The mobile team will operate two shifts during the day and into the night to provide responses to neighborhood complaints or concerns related to homelessness and address these in a sustained and proactive manner. The team’s expansion of its capacity as assertive community liaison will improve neighborhood quality of life with its presence at problematic encampment and curbside locations and increase civility at public spaces. The mobile team will function as field supervision for the local stewards and Streets Team members as they work in the field. They will also provide observation and responses for the Secure Scattered Sites to ensure that host properties and the households residing on-site are safe and acting in accordance with contractual agreements.

The mobile team fulfills a basic function of picking up trash bags and debris that is dumped at specified locations. As the mobile team travels across Richmond and fulfills the Streets Team’s work at specific locations according to a predictable schedule, the team will also be responsive to requests for support from local guardians, concerned neighbors, public agencies, including CORE’s mobile outreach (CORE ceases its work at 4PM), and other public and private groups and institutions that express their neighborhood’s needs.

The team will answer these basic needs at encampments, streets, and other locations where unhoused individuals otherwise lack support, especially in the evenings when problems most

often arise. It will regularly check in on individuals, especially vulnerable ones, and will keep track of where they are, how their needs are being met, and assist them in obtaining support and access to services in collaboration with program partners and mainstream providers. The mobile team will pass out bags, collect filled bags, and use their clipboards to keep track of promises for support.

The mobile team will provide a presence to deter illegal dumping and provide prompt responses when these calls are dispatched. It will also practice a light touch to address those concerns of quality-of-life and civility that can be safety responded to and which may mitigate public agency responses.

When practicable and safe, the mobile team can respond to concerns related to homelessness during evenings and nights until 3AM. It is during these late hours when a presence might make the difference in preventing crime and disorderly behaviors, especially at locations where local stewards request support and supervision by the mobile team for problem-solving.

The mobile homeless engagement team will address neighborhood complaints. Collaboration with city and county agencies will expand for assertive public safety responses, improve communication lines with neighborhood housed residents, leaders, and groups, and potentially integrate with real-time dispatch call systems.

Manage and support Secure Scattered Site program locations for vehicle dwellers. Interim sheltering solutions will offer safety, stability, and a cleaner, healthier environment, as well as a pathway to permanent housing. As tent and vehicle-dwelling households are disbursed from encampment locations, SOS! Richmond will recruit the support of public and private property owners (churches, nonprofits and eventually businesses) to temporarily utilize vacant lots and parking lots to provide stable and secure transitions for select households. Secure sites are contracted for one to four households with private hosts. In its role as liaison and resource provider, SOS! Richmond facilitates a successful relationship between household, host and immediate neighbors. The Streets Team will support the host and the households residing at each scattered site, manage the provision of on-site amenities, and provide centralized services that bring households to convergent resources. The mobile team will support the security of these sites in the evenings and ensure that households adhere to contractual agreements.

The Secure Scattered Sites program will support the provision of basic needs such as safe and stable shelter, food, water, and hygiene, as well as a sense of community, purpose, dignity, and hope. For each resident, a personalized service plan will be developed by service partner Housing Consortium of the East Bay, based on individual need, and focused on procurement of housing, may include medical and dental care, housing assistance, help applying for benefits and health insurance, employment counseling, job training or job placement, financial literacy counseling. The scattered site program will be for those who are not in need of mental health and substance abuse services.

vehicle dwellers will be interviewed by the SOS Field Supervisor and the Case Manager to determine their needs in terms of resources, supportive services, and the functionality of their vehicles.

Once the host's permit is approved, the Area Director will draft a 3-party contractual agreement between the host, the guest, and SOS for an initial 30-60 day stay. This agreement will outline the responsibilities of all parties. The Streets Team will assist the hosts with preparing their sites for the arrival of the guests. Depending on the site, this may include arranging for installation of a portable toilet and handwashing station, procurement of a drinking water storage tank, and any other assistance deemed necessary by the host. They will assist the guests with meeting any compliance requirements related to the vehicle. The Field Supervisor will provide coaching for each household to prepare them for the responsibility and to promote accountability in their role as steward of the host's property. Once the guests have been settled at the site, a Streets Team member will visit on a regular basis to assist with any needs the guests may have, and to ensure that the arrangement is working out for both parties.

The SOS! Richmond Streets Team will emphasize and encourage encampments dwellers, as part of their outreach, to get entered the HMIS system to transition into more stable housing, such as shelters, supportive housing, or other permanent affordable housing. SOS! will document how many encampment dwellers they get entered into HMIS.

RPS-Approved Budget: SOS! Richmond Streets Team

Staff Positions	Wages	FTE	Cost
Executive Director	\$90,000	25.00%	\$22,500
Area Director	\$70,000	50.00%	\$35,000
Field Supervisor (Day)	\$41,600.00	100.00%	\$41,600
Field Supervisor (Night)	\$41,600.00	100.00%	\$41,600
Staff Subtotal			\$140,700
Benefits/Taxes (24.7%)			\$34,753
Staff Total			\$175,453

Program Expenses		
Streets Team Interns		\$17,000.00
Streets Team Staff		\$472,630.00
Program Partner Subcontracts (see budget narrative)		\$93,000.00
Equipment, Supplies and Materials (see budget narrative)		\$23,000.00
Equipment Rental		\$5,500.00
Debris Transfer Fees		\$60,000.00
Insurance (Vehicles)		\$11,740.00
Insurance (Liability)		\$22,000.00
Program Permits		\$6,500.00
Utilities, Phone, Internet		\$1,100.00
Rent and Storage		\$6,600.00
Direct Program Expense Subtotal		\$719,070
Total Expense Subtotal		\$894,523
Admin fee to Rebuilding Together for program management and organizational infrastructure (10% of total budget)		\$89,452

Total SOS! Richmond Streets Team Expenses		\$983,975
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For the Contract between the City of
Richmond and
Rebuilding Together East Bay-North

**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: Lina Velasco Department: Community Development
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, Lina Velasco 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:

Lina Velasco

City of Richmond

450 Civic Center Plaza

Richmond, CA 94804-0046

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

J.W. Frye

Rebuilding Together East Bay-North

732 Gilman Street

Berkeley, CA 94710

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
Rebuilding Together East Bay-North

EXHIBIT E
SPECIAL CONDITIONS

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

None.

For the Contract between the City of
Richmond and
Rebuilding Together East Bay-North

EXHIBIT F
INSURANCE PROVISIONS

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

City of Richmond Insurance Requirements – Type 5: Vendors, Suppliers, Small Grant Recipients & Nonprofit Organizations

In all instances where CONTRACTOR or its representatives will be conducting business and/or providing services to the City of Richmond (City), or will be awarded City of Richmond (City) funds to provide programs or services, the City requires the following MINIMUM insurance requirements and limits.

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

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

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

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

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

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

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001)
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)
3. Original and Separate Additional Insured Endorsements for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation insurance as required by the State of California including Employer's Liability (for CONTRACTOR's with employees);
5. Original and Separate Waiver of Subrogation for Workers' Compensation Insurance.
6. Fidelity Bond/Crime Coverage – in an amount stipulated by City depending upon scope of contract.

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

City of Richmond Insurance Requirements – Type 5: Vendors, Suppliers, Small Grant Recipients & Nonprofit Organizations

Automobile Liability (If auto is used.)	\$1,000,000 per occurrence for bodily injury and property damage.
Fidelity Bond/Crime Coverage <i>(Applies if receiving City funds.)</i>	In an amount stipulated by City depending upon the scope of Contract. <i>(Usually based upon the amount of money the Contractor is handling that could be embezzled over a period of time.)</i>

Required Policy Conditions

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

Umbrella/Excess Liability Policies

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

**City of Richmond Insurance Requirements – Type 5:
Vendors, Suppliers, Small Grant Recipients & Nonprofit
Organizations**

Subcontractors

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

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

Verification of Coverage

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

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

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

Continuous Coverage

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

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

Cancellation

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

Reporting Requirements

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

Consistent with Public Policy

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/22/2021

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 Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. LIC#0726293 595 Market Street Suite 2100 San Francisco CA 94105	CONTACT NAME: Darby Hughes PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: Darby_Hughes@ajg.com
INSURER(S) AFFORDING COVERAGE	
INSURED Rebuilding Together, Inc. (Affiliates) Rebuilding Together East Bay North 999 N. Capitol St., NE, Suite 701 Washington DC 20002	REBUTOG-92 INSURER A: Philadelphia Indemnity Insurance Company INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
NAIC # 18058	

COVERAGES **CERTIFICATE NUMBER: 1375419031** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: STOP GAP LIAB			PHPK2246006	3/15/2021	3/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 STP GAP/ND OH WA WY \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB759013	3/15/2021	3/15/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N <input type="checkbox"/> N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate serves as evidence of insurance for the named insured.
 With respect to the Safe Organized Spaces Richmond Project; this certificate serves as evidence of insurance for the named insured.

CERTIFICATE HOLDER

CANCELLATION

City of Richmond ATTN: Lina Velasco 450 Civic Center Plaza Richmond CA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-26-2021

GROUP:
POLICY NUMBER: 1728967-2021
CERTIFICATE ID: 52
CERTIFICATE EXPIRES: 06-13-2022
06-13-2021/06-13-2022

CITY OF RICHMOND
450 CIVIC CENTER PLAZA
RICHMOND CA 94804-1630

NA

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2021-07-27 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: CITY OF RICHMOND

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 06-13-2021 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

REBUILDING TOGETHER EAST BAY-NORTH (A NA
NON-PROFIT CORP.) (A NONPROFIT MUTUAL BENEFIT
CORP.)
732 GILMAN ST
BERKELEY CA 94710

[MQ3,CN]



P.O. BOX 8192, PLEASANTON, CA 94588

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Authorized Representative

President and CEO

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