

**CITY OF RICHMOND  
CONTRACT AMENDMENT**

<b>Department:</b> Community Development	<b>Project Manager:</b> Lina Velasco
<b>Project Manager E-mail:</b> lina_velasco@ci.richmond.ca.us	<b>Project Manager Phone No:</b> (510) 620-6706
<b>P.R. No:</b> Vendor No: 15066	<b>P.O./Contract No:</b> / 5763
<b>Description of Services:</b> Safe Organized Spaces (SOS!) Richmond, a program of Rebuilding Together East Bay-North (RTEBN) will provide outreach and support for unsheltered people who reside in homeless encampments across the City of Richmond.	
<b>Amendment No. 1 modifies the: (2<sup>nd</sup> or subsequent amendments attach Amendment History page)</b>	
<input type="checkbox"/> <b>Term, Payment Limit and Service Plan</b>	<input type="checkbox"/> <b>Payment Limit and Service Plan</b>
<input checked="" type="checkbox"/> <b>Term and Service Plan</b>	<input type="checkbox"/> <b>Service Plan</b>

The parties to this Contract Amendment do mutually agree and promise as follows:

1. Parties. The parties to this Contract Amendment are the City of Richmond, California, a municipal corporation (City), and the following named Contractor:

Rebuilding Together East Bay-North

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

Street Address: 732 Gilman Street \_\_\_\_\_

City, State, Zip Code: Berkeley, CA 94710 \_\_\_\_\_

Contact Person: J.W. Frey \_\_\_\_\_

Telephone: (510) 644-8979      Email: jw@rtben.org \_\_\_\_\_

Business License No: 4006-0490      / Expiration Date: August 21, 2022 \_\_\_\_\_

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

2. Purpose. This Contract Amendment is being entered into to amend the Contract between City and Contractor which was approved by the City Council of the City of Richmond or executed by the City Manager on July 20, 2021, which **original** term commenced on July 20, 2021 and terminates July 20, 2022 with an **original** contract payment limit of **\$983,975.00**. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3. Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment.

4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license for this Contract Amendment to be deemed to be in effect.

6. Insurance Coverage Updated and Maintained. Pursuant to the Original Contract, the Contractor shall provide the City with updated insurance certificates, and the Contractor shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.

7. Signatures. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND, CALIFORNIA  
a municipal corporation

By Shasa Curl <sup>DocuSigned by:</sup> W  
041871240BD14EC...  
Title: City Manager 8/1/2022

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

By Pamela Christian <sup>DocuSigned by:</sup> \_\_\_\_\_  
C6643BFF4A43406...  
City Clerk

Approved as to form:

By A For <sup>DocuSigned by:</sup> \_\_\_\_\_  
0F098C1E4C50485...  
City Attorney

List of Attachments:

- 1. Amendment Provisions
- 2. Updated Insurance Certificates

Contract Amendment/EJ/TE 09-26-07

CONTRACTOR:  
Rebuilding Together East Bay-North

(\*The Corporation Chairperson of the Board, President or Vice-Pt <sup>DocuSigned by:</sup> on the line below.)  
By Bill Bauer  
DA645DCBE4574C3...  
Title: President

(\*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)  
By John William Frye <sup>DocuSigned by:</sup> \_\_\_\_\_  
9930FF79BD6B4E0...  
Title: Executive Director

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

## **Contact Amendment Instruction Sheet**

**For Contract Amendment # 1 select one of the following Contract Amendment Provision forms based on one of the following conditions** (if this is the **2<sup>nd</sup>** **or subsequent amendment to an existing contract**, an Amendment History page is required outlining the details of all subsequent amendments in addition to **ONE** of the amendment provisions pages listed below).

1. **Term, Payment Limit and Service Plan** (increases both the term and the dollar limit of the contract and may modify the service plan of the original contract to include additional tasks and/or services in relation to the existing contract (if applicable))
2. **Payment Limit and Service Plan** (increases the dollar limit of the contract, but does not extend the term of the contract and may modify the service plan of the original contract to include additional tasks and/or services in relation to the existing contract (if applicable))
3. **Term and Service Plan** (extends the term of the contract, but does not increase the dollar amount of the contract and may modify the service plan of the original contract to include additional tasks and/or services in relation to the existing contract (if applicable))
4. **Service Plan** (modifies the service plan of the original contract to include additional tasks and/or services in relation to the existing contract)
5. **Amendment History** (if this is the 2<sup>nd</sup> or subsequent amendment to an existing contract, an Amendment History page is required outlining the details of all subsequent amendments in addition to **ONE** of the amendment provisions pages listed above (one of items 1-4))

**If you need to make any other changes to the contract, you should consider executing a new City of Richmond Standard Contract.**

**Again, only ONE of the following Amendment Provisions pages and an Amendment History page (if this is the 2<sup>nd</sup> or subsequent amendment) should be used and attached to this Contract Amendment.**

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

Amendment No.

1

P.O./Contract No.

/ 5763

**AMENDMENT PROVISIONS (TERM AND SERVICE PLAN)**

1. Paragraph 2 (Term) of the Original Contract is hereby amended to extend the Contract term. Paragraph 2 of the Original Contract is amended to read as follows:

"2. Term. The effective date of this Contract is

**July 20, 2021**

\_\_\_\_\_  
(Insert original contract commencement date)

and it terminates

**November 30, 2022**

\_\_\_\_\_  
(Insert new contract termination date)

unless sooner terminated as provided herein."

2. The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

See Exhibit A and Exhibit B.

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

Amendment No.

P.O./Contract No.

**1**

**/ 5763**

**AMENDMENT PROVISIONS (SERVICE PLAN)  
(CONTRACTOR'S OBLIGATION'S)**

The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

UPDATED SERVICE PLAN AND UPDATED BUDGET - July 21, 2022 through November 30, 2022

Rebuilding Together East Bay-North (RTEBN)  
Program Administrator - Safe Organized Spaces Richmond (SOS)  
Richmond Reimagining Public Safety Funds

RTEBN through its Program administrator, SOS, will provide the following core services which are part of the original Scope of Work under P. O. /Contract No.2220406 /5763:

1. Trash and dumping cleanup at encampments with outreach and engagement
2. Deliver mobile showers to city-specified encampments
3. Deploy additional mobile amenities to encampments, such as trash storage, toilets, drinking water, wastewater disposal, solar power, food storage, etc.
4. Employ encampment residents to provide services above
5. Special projects at the direction of the city

Core activities will engage the following teamwork systems:

Task 1: RTEBN/SOS will deploy a 9-member Streets Team to pick up trash and concurrently provide outreach and engagement at city-specified encampments. The Streets Team will be present in the field for 7 hours per day with a minimum of 3 team members and a Team Leader, and support from the Operations Logistics Coordinator and Executive Director. The team will work in rotating shifts from Monday to Friday, 8am to 3:30pm. Locations and scheduling to be determined by the city.

**For the Contract between the City of  
Richmond and**

**Rebuilding Together East Bay-North**

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Task 2: : RTEBN/SOS will deploy mobile shower services at city-specified encampments. A minimum of four shower events will be provided per week. Staff will distribute hygiene-related supplies such as towels, soap, and clothing, and survey the participants to obtain basic personal information.

Task 3: : RTEBN/SOS will provide other mobile amenities as directed by the city.

Task 4: RTEBN/SOS will recruit, train, employ, supervise and provide professional support for a workforce of unhoused employees as part of its mission. These workforce development efforts are reflected in the budget for the items listed above.

Task 5: : RTEBN/SOS will respond to special projects as directed by the city.

		<b>EXHIBIT B</b>					
		<b>BUDGET</b>					
<i>ORIGINAL BUDGET</i>				<i>UPDATED 4 MONTH BUDGET</i>			
				<i>July 21-Nov 20</i>			
Ex. Dir	\$ 90,000.00	25%	\$ 22,500.00				
A Area Director	\$ 70,000.00	50%	\$ 35,000.00				
B Field Supervisor - Day	\$ 41,600.00	100%	\$ 41,600.00				
C Field Supervisor - Night	\$ 41,600.00	100%	\$ 41,600.00				
D Staff Subtotal			\$ 140,700.00				
E Benefits/Taxes		24.70%	\$ 34,752.90				
Staff Subtotal			\$ 175,453				
F Streets Team Interns			\$ 17,000.00				
G Streets Team			\$ 472,630.00	\$ 211,464			
H Program Partner Sub			\$ 93,000.00				
I Equip,supplies, materials, etc			\$ 23,000.00	\$ 38,730			
J Equip Rental			\$ 5,500.00	\$ 38,016		Shower	
K Debris Transfer fees			\$ 60,000.00			Power	
L Insurance - vehicles			\$ 11,740.00				
M Insurance - liability			\$ 22,000.00				
N Program Permits			\$ 6,500.00				
O Utilities, phone, internet			\$ 1,100.00				
P Rent and Storage			\$ 6,600.00				
Q Direct Program Expense			\$ 719,070.00				
Total Expenses Subtotal			\$ 894,523	\$ 288,210			
R Admin fee	10%		\$ 89,452	\$ 28,821			
Total Budget			\$ 983,975	\$ 317,031			
			Paid Invoices through April 1, 2022	\$ 411,129.12			
			Balance	\$ 572,846.07			

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

Amendment No.

P.O./Contract No.

1

/ 5763

**AMENDMENT PROVISIONS (AMENDMENT HISTORY)**

The **first** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 0.00 \_\_\_\_\_ for a payment limit not to exceed \$ 983,975.00 \_\_\_\_\_.
- Term Amendment (insert new termination date): November 30, 2022
- Service Plan

The **second** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ \_\_\_\_\_.
- Term Amendment (insert new termination date): \_\_\_\_\_
- Service Plan

The **third** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ \_\_\_\_\_.
- Term Amendment (insert new termination date): \_\_\_\_\_
- Service Plan

The **fourth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ \_\_\_\_\_.
- Term Amendment (insert new termination date): \_\_\_\_\_
- Service Plan

The **fifth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ \_\_\_\_\_.
- Term Amendment (insert new termination date): \_\_\_\_\_
- Service Plan

## City of Richmond - Insurance Requirements - Type 2: Professional Services

In all instances where CONTRACTOR or its representatives will provide professional services (*architects, engineers, construction management, counselors, medical professionals, hospitals, clinics, attorneys, consultants, accountants, etc.*) to the City of Richmond (City), the City requires the following MINIMUM insurance requirements and limits.

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

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

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

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

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

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

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001), and including coverage for bodily and personal injury, property damage, and products and completed operations (if applicable).
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
3. Original and Separate Additional Insured Endorsement for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation insurance.
6. Professional Liability or Errors & Omissions Liability Insurance appropriate to the CONTRACTOR's profession (if required.)

Required Coverage	Minimum Limits
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a> .
General Liability ( <i>primary and excess limits combined</i> )	<b>\$2,000,000</b> 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 <b>minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit)</b> .  Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.

<b>City of Richmond - Insurance Requirements - Type 2: Professional Services</b>
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Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage.	
Professional Liability or Errors & Omissions Liability – <i>Required for all professionals including architects, engineers, consultants, construction management, counselors, medical professionals, hospitals, clinics, attorneys and accountants, &amp; other consultants as may be required by the City.</i>	<b>PROJECT COST</b>	<b>REQUIRED LIMIT</b>
	\$0 - \$1 million	\$1 million p/o
	\$1 million - \$5 million	\$2 million p/o
	Over \$5 million	\$5 million p/o

Required Policy Conditions	
Additional Insured Endorsement	<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><b><i>ISO form CG 20 10 (11/85) or its equivalent is required. If the Contractor is supplying their product or providing a service then the endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a>.</i></b></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.
Waiver of Subrogation Endorsement Form	Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance during the life of this contract. SAMPLE Endorsements can be found at <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a> .
Deductibles and Self-Insured Retentions	Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.
A. M. Best Rating	A: VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.

#### **Umbrella/Excess Liability Policies**

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

## City of Richmond - Insurance Requirements - Type 2: Professional Services

### Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

### Subcontractors

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

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

### Verification of Coverage

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

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

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

### Continuous Coverage

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

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

### Cancellation

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

### Reporting Requirements

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

### Consistent with Public Policy

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





POLICY NUMBER: PHPK2389341

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**  
**When Required by Written Contract**

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

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

1. In the performance of your ongoing operations;  
or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

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

whichever is less.

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