

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: June 20, 2018

Final Decision Date Deadline: June 20, 2018

STATEMENT OF THE ISSUE: In December 2016, the City, acting as the Rent Board, solicited quotes from qualified service providers in accordance with the City's procurement policies and entered into a contract with Document Tracking Services to provide translation services to the Rent Program Department. In December, the Executive Director approved a first amendment to the original contract to extend the term through December 31, 2018. Staff members are requesting Board approval of a second amendment to the contract to extend the term through June 30, 2019, and increase the payment limit by \$10,000 of budgeted funds to cover anticipated expenses in Fiscal Year 2018-19.

INDICATE APPROPRIATE BODY

- | | | | | |
|---|---|--|--|---|
| <input type="checkbox"/> City Council | <input type="checkbox"/> Redevelopment Agency | <input type="checkbox"/> Housing Authority | <input type="checkbox"/> Surplus Property Authority | <input type="checkbox"/> Joint Powers Financing Authority |
| <input type="checkbox"/> Finance Standing Committee | <input type="checkbox"/> Public Safety Public Services Standing Committee | <input type="checkbox"/> Local Reuse Authority | <input checked="" type="checkbox"/> Other: <u>Rent Board</u> | |

ITEM

- | | | | |
|---|--|--|--|
| <input type="checkbox"/> Presentation/Proclamation/Commendation (3-Minute Time Limit) | | | |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Regulation | <input checked="" type="checkbox"/> Other: <u>CONSENT CALENDAR</u> | |
| <input type="checkbox"/> Contract/Agreement | <input type="checkbox"/> Rent Board As Whole | | |
| <input type="checkbox"/> Grant Application/Acceptance | <input type="checkbox"/> Claims Filed Against City of Richmond | | |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Video/PowerPoint Presentation (contact KCRT @ 620.6759) | | |

RECOMMENDED ACTION: APPROVE an amendment to the contract for translation services with Document Tracking Services increasing the amount by \$10,000, to a total not to exceed \$19,999, and extending the term to June 30, 2019 – Rent Program (Nicolas Traylor 620-6564).

AGENDA ITEM NO:

F-5.



AGENDA REPORT

DATE: June 20, 2018

TO: Chair Gray and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director

SUBJECT: SECOND AMENDMENT TO THE CONTRACT WITH DOCUMENT TRACKING SERVICES FOR TRANSLATION SERVICES

STATEMENT OF THE ISSUE:

In December 2016, the City, acting as the Rent Board, solicited quotes from qualified service providers in accordance with the City's procurement policies and entered into a contract with Document Tracking Services to provide translation services to the Rent Program Department. In December, the Executive Director approved a first amendment to the original contract to extend the term through December 31, 2018. Staff members are requesting Board approval of a second amendment to the contract to extend the term through June 30, 2019, and increase the payment limit by \$10,000 of budgeted funds to cover anticipated expenses in Fiscal Year 2018-19.

RECOMMENDED ACTION:

APPROVE an amendment to the contract for translation services with Document Tracking Services increasing the amount by \$10,000, to a total not to exceed \$19,999, and extending the term to June 30, 2019 – Rent Program (Nicolas Traylor 620-6564).

FISCAL IMPACT:

In accordance with the Fiscal Year 2018-19 Rent Program budget, the proposed contract amendment includes the expenditure of \$15,000 for the entirety of the fiscal year. Staff members are requesting the addition of \$10,000 to the contract with Document Tracking Services at this time in the event translation services from an additional service provider are desired to meet other needs (for example, verbal interpretation services for a Rent Adjustment petition hearing.)

DISCUSSION:

Background

In January 2017, the City, acting as the Rent Board, solicited quotes from qualified service providers in accordance with the City's procurement policies and entered into a contract with Document Tracking Services to provide translation services to the Rent Program Department. In December 2017, the Executive Director approved a first amendment to the original contract to extend the term through December 31, 2018. Staff members are requesting Board approval of a second amendment to the contract to extend the term through June 30, 2019, and increase the payment limit by \$10,000 of budgeted funds to cover anticipated expenses in Fiscal Year 2018-19.

Document Tracking Services provides timely translation of a wide range of documents produced by the Rent Program Department through a convenient, easy-to-navigate interface. Staff members are satisfied with the company's performance to date and desire to continue working with Document Tracking Services.

Proposed Contract Amendments

Staff members are requesting approval of contract amendments to extend the term of the contract with Document Tracking Services to June 30, 2019, and increase the payment limit of the contract by \$10,000 in accordance with the Fiscal Year 2018-19 Rent Program budget adopted by the Board.

DOCUMENTS ATTACHED:

Attachment 1 – Second Contract Amendment

Attachment 2 – First Contract Amendment

Attachment 3 – Original Contract

CITY OF RICHMOND RENT PROGRAM
CONTRACT AMENDMENT

Department: Rent Program	Project Manager: Nicolas Traylor
Project Manager E-mail: nicolas_traylor@ci.richmond.ca.us	Project Manager Phone No: (510) 620-6564
P.R. No: 21800602-00 Vendor No: 12342	P.O./Contract No: 3720
Description of Services: Provide on-going translation support services.	
Amendment No. 2 modifies the: (2nd or subsequent amendments attach Amendment History page)	
<input checked="" type="checkbox"/> Term and Payment Limit	<input type="checkbox"/> Payment Limit and Service Plan
<input type="checkbox"/> Term and Service Plan	<input type="checkbox"/> Service Plan

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, Rent Program (City), and the following named Contractor:

Document Tracking Services

Company Name:

Street Address: 10225 Barnes Canyon Road, A200

City, State, Zip Code: San Diego, CA. 92121

Contact Person: Aaron Tarazon

Telephone: (858) 784-0960

Email: translations@doc-tracking.com

Business License No: 40052543 / Expiration Date: March 26, 2019

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 Rent Board or executed by the Executive Director on December 19, 2016, which original term commenced on December 19, 2016 and terminates December 31, 2017 with an original contract payment limit of \$9,999.00. 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.

**ITEM F-5
ATTACHMENT 1**

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
Rent Program

CONTRACTOR:
Document Tracking Services

By _____

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

Title: Executive Director

By _____

I hereby certify that the Original Contract and this Amendment have been approved by the Rent Board or executed by the Executive Director.

Title: _____

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

By _____
Rent Board Clerk

By: _____

Title: _____

Approved as to form:

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the 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.

By _____
Staff Attorney

- List of Attachments:
1. Amendment Provisions
2. Updated Insurance Certificates

ITEM F-5
ATTACHMENT 1

Contract Amendment between the City of Richmond and
Document Tracking Services

Amendment No.
2

P.O./Contract No.
3720

AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT 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
December 19, 2016

(Insert original contract commencement date)

and it terminates

June 30, 2019

(Insert new contract termination date)

unless sooner terminated as provided herein."

2. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$ 10,000. Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract as amended shall not exceed \$ 19,999.00 including expenses."

"The City of Richmond shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the Executive Director if the total Contract amount does not exceed \$10,000 or without the prior approval of the Rent Board if the total Contract amount is over \$10,000."

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

CITY OF RICHMOND RENT PROGRAM
CONTRACT AMENDMENT

Department: Rent Program	Project Manager: Nicolas Traylor
Project Manager E-mail: nicolas_traylor@ci.richmond.ca.us	Project Manager Phone No: (510) 620-6564
P.R. No:	Vendor No: 12342
P.O./Contract No: 3720	
Description of Services: Provide on-going translation support services.	
Amendment No. 1 modifies the: (2 nd or subsequent amendments attach Amendment History page)	
<input type="checkbox"/> Term, Payment Limit and Service Plan	<input type="checkbox"/> Payment Limit and Service Plan
<input checked="" type="checkbox"/> Term and Service Plan	<input type="checkbox"/> Service Plan

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:

Company Name: Document Tracking Services
Street Address: 10225 Barnes Canyon Road, A200
City, State, Zip Code: San Diego, CA 92121
Contact Person: Aaron Tarazon
Telephone: (858) 784-0960 **Email:**
Business License No: 40052543 / **Expiration Date:** December 27, 2017

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 Rent Board or executed by the Executive Director on December 19, 2016, which original term commenced on December 19, 2016 and terminates December 31, 2017 with an original contract payment limit of \$9,999.00. 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 [Signature]

Title:

I hereby certify that the Original Contract and this Amendment have been approved by the Rent Board or executed by the Executive Director.

By [Signature]
Rent Board Clerk

Approved as to form:

By [Signature]
Legal Counsel

List of Attachments:

- 1. Amendment Provisions
- 2. Updated Insurance Certificates

Contract Amendment/EJ/TE 09-26-07

CONTRACTOR:

Document Tracking Services

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

By [Signature]

Title: DIRECTOR

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

By: _____

Title: _____

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

Contract Amendment between the City of Richmond and

Document Tracking Services

Amendment No.

P.O./Contract No.

1

3720

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

December 19, 2016

(Insert original contract commencement date)

and it terminates

December 31, 2018

(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:

**CITY OF RICHMOND
SHORT FORM CONTRACT**

**ITEM F-5
ATTACHMENT 3**

Department: City Manager's Office	Project Manager: Gabino Arredondo
Project Manager E-mail: gabino_arredondo@ci.richmond.ca.us	Project Manager Phone No: (510) 620-6606
PR No: 19217	Vendor No: 12342
P.O./Contract No: 2700661 / 3720	
Description of Services: Provide on-going translation support services.	

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

(Company) Document Tracking Services
 (Street Address) 10225 Barnes Canyon Rd, A200
 (City State, Zip Code) San Diego, CA 92121
 (Contract Person)
 (E-mail) Aaron Tarazón
 (Telephone) (858) 784-0960
 (Fax Number)
 Richmond Business License No. 40052543
 Expiration Date: 3/14/2017

2. **Term.** The effective date of this Agreement is December 19, 2016 and it terminates December 31, 2017 unless sooner terminated as provided herein.

3. **Payment Limit.** City's total payment to Contractor under this Agreement shall not exceed **(\$10,000.00)** including expenses unless a contract amendment has been approved by the City Council or City Manager.

4. **City's Obligations.** City shall pay the Contractor a not to exceed amount of \$ 9,999.00 as total payment for all services rendered.

5. **Location of Services.** Contractor shall perform the services set forth herein at the following location:
Offices of Document Tracking Services

6. **Contractor's Obligations.**

To the satisfaction of the City's Project Manager, Contractor shall provide the following services:

See attached Scope of Work dated
December 15, 2016, incorporated herein by
this reference.

7. **Supplemental Conditions.** This Contract is subject to the Supplemental Conditions and Special Conditions (if applicable) attached hereto, which are incorporated herein by this reference.

8. **Insurance Provisions.** This Contract is subject to the Insurance Provisions which are attached hereto and are incorporated herein by this reference.

9. **Signatures.** These signatures attest the parties' agreement hereto:

CITY:

CITY OF RICHMOND, CA
 a municipal corporation

By: [Signature]
 City Manager or Designee Signature

CONTRACTOR:

By: [Signature] **SIGN HERE**
 Signature Date: 12/15/16



December 15, 2016

Attn: Gabino Arredondo, Health & Wellness Coordinator

City Manager's Office, City of Richmond

450 Civic Center Plaza, Suite 300

Richmond, CA 94804

Phone: 510-620-6512

Fax: 510-620-6542

E-mail: gabino_arredondo@ci.richmond.ca.us

Re: Ongoing Translation Support

Mr. Arredondo,

The following is a proposal for Document Tracking Services (DTS) to provide ongoing translation support for the City Manager's Office, City of Richmond (Client). It is submitted on behalf of Document Tracking Services, LLC (Employer ID # 20-3469254) by Aaron Tarazon, Director of Operations for Document Tracking Services.

Thank you for your consideration.

Aaron Tarazon

Director of Operations, Document Tracking Services

10225 Barnes Canyon Road, Suite A200

San Diego, CA 92121

858-784-0960: Office Phone

626-628-7497: Mobile Phone

www.doc-tracking.com

Vendor Information

Full Name and Address

Document Tracking Services, LLC
10225 Barnes Canyon Road, A200
San Diego, CA 92121.

DTS Overview: DTS has been assisting schools, districts, and other government organizations in preparing and translating reports, forms, and related documents for 11 years and currently serves ~900+ school districts throughout the United States. DTS has a full staff of educated, native Spanish speaking translators with over 20-years of combined experience specific to public and internal education and government documents and forms. DTS translations are performed by human beings (no machine translation) to preserve the integrity of intended/specialized messages, phrases, and terms.

Key Personnel: The primary point of contact for DTS will be Aaron Tarazon. Mr. Tarazon has worked with DTS for ~10 years and is the Director of DTS. Mr. Tarazon will be assisted by Mr. Kevin Bakke, DTS Support Lead and DTS Support and Translation staff as necessary.

Scope of Service

Translation Services: DTS will provide ongoing Spanish translation support on an ongoing "as needed" basis upon request from the Client. DTS translations are tailored to the community reading documentation and designed to be accessible.

Translation Request Process: Client will submit documents for translation to Mr. Tarazon via email. DTS will also establish an online account area where Client may submit documents for quote and approve translation requests. Mr. Tarazon, or assisting Support Staff will confirm receipt, assign, and return translated documents per the agreed timeline. Client can submit requests for revisions as needed by simply submitting the document with changes highlighted. Revisions will be returned promptly and Client will be charged only for text revised. Translated documents will be returned in the format provided, unless otherwise requested.

Translation Rate: DTS will translate documents at a rate of \$.135/word.

Translation Turnaround Time: Unless otherwise requested and/or agreed upon, turnaround time will be 1,500 words per day.

Invoicing: DTS will bill client monthly for work completed during the previous month (billing cycle). Information included in the invoice are:

- Request Date
- Description (File Name)
- Number of Words
- Fee (\$.135/word)
- Approved By
- Language

Implementation

DTS will begin service upon receipt of an approved contract, purchase order (PO) or memorandum of understanding (MOU) agreeing to the terms and the "not-to-exceed" amount of \$9,999.

Thank you for your consideration.

Aaron Tarazon
Director of Operations, Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0960: Office Phone
626-628-7497: Mobile Phone
www.doc-tracking.com

SUPPLEMENTAL CONDITIONS

1. It is expressly agreed that Contractor is to perform the services described herein as an independent contractor pursuant to California Labor Code Section 3353, under the control of the City as to the result of his work only but not as to the means by which such result is accomplished. Nothing contained herein shall in any way be construed to make Contractor or any of its agents or employees, an agent, employee or representative of the City. Contractor shall be entirely responsible for the compensation of any assistants used by Contractor in providing said services.
2. This Contract shall automatically terminate when the total accumulated compensation paid or due to Contractor under this Contract reaches \$10,000.00. The City shall not be responsible for compensating Contractor for any amounts in excess of \$10,000.00.
3. Either the City or Contractor may cancel this Contract at any time upon giving the other party ten (10) days' written notice of such cancellation. In the event of cancellation, the City shall be liable only to pay to the Contractor compensation for services rendered up to the date of the Contract's cancellation.
4. Contractor shall not assign this Contract, or any part thereof, or any right of the Contractor hereunder without the prior written consent of the City.
5. Contractor shall indemnify, defend and hold the City harmless from and against all claims, demands and causes of action for injury, death or damage to any person or property which may arise or result from the contractor's performance of this Contract or from acts or omissions of any person(s) employed by Contractor.
6. Contractor agrees to observe all applicable laws including, but not limited to, the provisions of Section 2.28.030 of the Municipal Code of the City of Richmond obligating every contractor or subcontractor under a contract or subcontract to the City of Richmond for public works or for goods or service to refrain from discriminatory employment practices on the basis of the race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee of, or applicant for employment with, such contractor or subcontractor.
7. Pursuant to Chapter 7.04 and Section 7.04.160 (f) of the Municipal Code of the City of Richmond, if this Contract does not exceed five thousand dollars (\$5,000.00) and if the Contractor does not make more than five thousand dollars (\$5,000.00) within the City of Richmond during the fiscal year, then the Contractor shall be exempt from obtaining a City of Richmond business license.
8. If this Contract does exceed five thousand dollars (\$5,000.00), or if Contractor does make more than five thousand dollars (\$5,000.00) within the City of Richmond during the fiscal year, then a City of 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.

**ITEM F-5
ATTACHMENT 3**

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

Document Tracking Services

SPECIAL CONDITIONS

The Supplemental Conditions of the Short Form Contract are hereby amended to include the following modifications:

None

**ITEM F-5
ATTACHMENT 3**

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

Document Tracking Services

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 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: http://www.ci.richmond.ca.us/index.aspx?nid=61 .
General Liability <i>(primary and excess limits combined)</i>	\$2,000,000 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 limit) . Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.

<p>City of Richmond - Insurance Requirements - Type 2: Professional Services</p>

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, & other consultants as may be required by the City.</i>	PROJECT COST	REQUIRED LIMIT
	----- \$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><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 http://www.ci.richmond.ca.us/index.aspx?nid=61.</i></p>
Primary and Noncontributory	<p>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.</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 during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</p>
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>
A. M. Best Rating	<p>A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.</p>

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.