

# CITY OF RICHMOND CONTRACT AMENDMENT

<b>Department:</b>	<b>Project Manager:</b>
<b>Project Manager E-mail:</b>	<b>Project Manager Phone No:</b>
<b>P.R. No:</b>	<b>Vendor No:</b>
<b>P.O./Contract No:</b>	
<b>Description of Services:</b>	
<b>Amendment No. ____ 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 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:

Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_  
Business License No: \_\_\_\_\_ / Expiration Date: \_\_\_\_\_

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

2.     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 \_\_\_\_\_, which **original** term commenced on \_\_\_\_\_ and terminates \_\_\_\_\_ with an **original** contract payment limit of \$ \_\_\_\_\_. 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

CONTRACTOR:

By \_\_\_\_\_

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

Title:

By \_\_\_\_\_

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

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

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

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

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

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

Approved as to form:

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

(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.

List of Attachments:

1. Amendment Provisions
2. Updated Insurance Certificates

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

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

"3. Payment Limit. City's total payments to Contractor under this Contract Amendment shall not exceed \$\_\_\_\_\_ including expenses."

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

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

Amendment No. \_\_\_\_\_

P.O./Contract No. \_\_\_\_\_

**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 \$ \_\_\_\_\_ for a payment limit not to exceed \$ \_\_\_\_\_.
- ☐ Term Amendment (insert new termination date): \_\_\_\_\_
- ☐ 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

## Attachment 1



Position	Hours per week	Straight Time Pay Rate	Straight Time Bill Rate	Holiday / Overtime Bill Rate	Weekly Estimate	Monthly Estimate	Annual Estimate
<b>Booker T. Anderson Community Center</b> <b>960 S. 47th Street, Richmond, CA 94804</b>							
<b>Security Professional</b>	128	\$17.50	\$27.30	\$40.95	\$3,494.40	\$15,142.40	\$181,708.80
<b>Site Supervisor</b>	40	\$20.00	\$31.20	\$26.25	\$1,050.00	\$4,550.00	\$54,600.00
<b>Sub-Total</b>	168.0				\$4,544.40	\$19,692.40	\$236,308.80
<b>HELIAUS®</b>	<b>Quantity</b>	<b>Price Per Unit</b>				<b>Monthly Estimate</b>	<b>Annual Estimate</b>
	1	\$199.00				\$199.00	\$2,388.00

## Notes to Pricing:

The above rates will be in effect for 30 days and are quoted for permanent service, one year or longer only.

Benefits included in rate: Union Medical, 9 Sick Days or 72 hours, 8 Union Holidays, vacation accruals

Wage and corresponding billing rates will increase by .50/hour (or as indicated by the CBA) to occur January 1st annually.

Heliaus Technology Platform billed as a separate line item on a monthly basis.

Above annual estimate is based on 52 weeks per year.

Special service coverage requests will be billed at \$50/hr.

The above pricing is a best estimate based on information known at time of preparation.