

**CITY OF RICHMOND
CONTRACT AMENDMENT**

Department: Finance	Project Manager: Delmy Cuellar
Project Manager E-mail: Delmy_Cuellar@ci.richmond.ca.us	Project Manager Phone No: (510) 620-6606
P.R. No: _____	Vendor No: 15361
P.O./Contract No: 23200010/6144	
Description of Services: Support the City of Richmond and Richmond Housing Authority (RHA) Financial Matters	
Amendment No. <u>1</u> modifies the: (2nd or subsequent amendments attach Amendment History page)	
<input checked="" type="checkbox"/> Term, Payment Limit and Service Plan	<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, a municipal corporation (City), and the following named Contractor:

Anthony Ma

Company Name: _____

Street Address: 5869 Gold Creek Drive

City, State, Zip Code: Castro Valley, CA 94552

Contact Person: Anthony Ma

Telephone: (510) 604-5523

Email: gcma001@yahoo.com

Business License No: 40063044 / Expiration Date: December 31, 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 June 30, 2022, which **original** term commenced on April 18, 2022 and terminates April 18, 2023 with an **original** contract payment limit of **\$10,000.00**. 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

CONTRACTOR:
Anthony Ma

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:

(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 _____
City Attorney

List of Attachments:

1. Amendment Provisions
2. Updated Insurance Certificates

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

April 18, 2022

(Insert original contract commencement date)

and it terminates

June 30, 2023

(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 \$ **90,000.00** . Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ **100,000** 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."

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

N/A

Contract Amendment between the City of Richmond and
Anthony Ma

Amendment No.

P.O./Contract No.

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23200010/6144

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 \$ 90,000.00 for a payment limit not to exceed \$ 100,000.00.
- 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 \$ 100,000.00.
- 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 \$ 100,000.00.
- 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 \$ 100,000.00.
- 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 \$ 100,000.00.
- Term Amendment (insert new termination date): _____
- Service Plan

Contract Amendment between the City of Richmond and
Anthony Ma

Amendment No. _____

P.O./Contract No. _____

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The **sixth** 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 \$ 100,000.00.
- Term Amendment (insert new termination date): _____
- Service Plan

The **seventh** 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 \$ 100,000.00.
- Term Amendment (insert new termination date): _____
- Service Plan

The **eighth** 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 \$ 100,000.00.
- Term Amendment (insert new termination date): _____
- Service Plan

The **ninth** 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 \$ 100,000.00.
- Term Amendment (insert new termination date): _____
- Service Plan

The **tenth** 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 \$ 100,000.00.
- Term Amendment (insert new termination date): _____
- Service Plan



City of Richmond Sole Source Justification

THIS FORM MUST BE COMPLETED AND APPROVED PRIOR TO ANY PURCHASE

Contact the Purchasing Division and discuss your rationale before completing this form. If Purchasing can help you make this a competitive purchase, then this form will not be required.

Attach this completed/approved form to requisitions when competitive quotes/bids/proposals are not solicited. (Required for requisitions > \$3,000)

Requested Sole Source Supplier:

Company Name: Tony MA **Contact Name:** Tony Ma

Address: 5869 Gold Creek Drive

City: Castro Valley **State:** CA **Zip Code:** 94552

Phone Number (510) 604-5523 **E-Mail** gcma001@yahoo.com

Duration of Contract: One year 4/18/2022-6/30/2023

Estimated Cost: \$ 100,000 **Funding Source (Account String)** 42141191-400836

Is the product/service IT related? Yes No **If Yes, please attach the approved IT Authorization Form**

For Product: Is the recommended company the manufacturer of the product? Yes No

For Product: Does the manufacturer sell the item(s) through distributors? Yes No

Description of Product or Service:

Describe the full scope of work or service contemplated including installation if required; items should include brand, model and part number if applicable; (if additional space is needed, include them in a separate page)

Contract to work directly with the City and RHA regarding operations and financial management. Tasks include providing guidance to complete and enter 2017, 2018, and 2019 RHA audits and submit to HUD Financial Assessment System, completion of tasks identified in the HUD PHARS agreement and the Corrective Action Plan, implementation/compliance with all Federal Regulation Notices, file delinquent Form 1099 for tax year ended 2018 and 2019, send out Forms 4669 to Landlords that do not have W-9s, guidance on operating subsidy reports, and oversee the preparation and submittal of all applications and reports to HUD.

Sole Source Rationale: PLEASE ANSWER ALL THE FOLLOWING QUESTIONS: Explain why the recommended company is the only company that can meet the requirement. Address the following: Are there any other companies who can do this job? What condition (e.g. technological superiority, or performance risks, etc.) exists so that the recommended company has a significant advantage over any other company who can do this job? It is important to sufficiently address the key reason for awarding an order/contract without soliciting competitive bids. The rationale must be clear and convincing, avoiding generalities and unsupported conclusions.

Submitting timely RHA financial information to HUD is needed to receive the funding allocation. If financial information is not submitted correctly and in a timely manner the federal funding for RHA is in jeopardy which will impact the operations and maintenance of affordable housing RHA manages and can potentially lead to additional subsidies from the City to RHA. An advantage to contract with Tony Ma is that he is familiar with RHA/City financial challenges and has been contracted in the past by HUD and RHA on financial matters, he is familiar with RHA and City financial challenges and has been successful to improve bank reconciliations in relation to audits, 1099 issues with the IRS, and provided financial expertise to the Executive Director and Finance staff. Tony Ma expertise recognized by HUD, availability, and familiarity with the organization will support response to financial matters that need to occur as soon as possible. The financial expertise is also needed due to challenges with staffing and expertise in HUD financial matters.

(if additional space is needed, include them in a separate page)

Complete the following checklist

A specific contractor is the only source of the required item because (check all that apply):

- The required items are **proprietary to the Contractor**, and contractor solely transacts (sells) direct to the customer. (There are no dealers or distributors for contractor).
- The required items are **proprietary to the Contractor**, and **contractor does not sell direct to the customer**. Contractor solely distributes the item or service through only one dealer or distributor in the United States. (There are no dealers or distributors for contractor).

Note: If item or service is available from more than one source, the item or service may be treated as proprietary, but must be competitively solicited from multiple (two or more) sources.

- A specific item is needed:
 - To be compatible or interchangeable with existing hardware
 - As spare or replacement hardware For the repair or modification of existing hardware
- Federal or state grant names vendor as condition of funding. (Attach copy of grant that names vendor)
- There is a **substantial risk** in contracting with any other contractor, (e.g., only one contractor has been successful to date in implementing a difficult manufacturing process or the **services sought**). *In a brief explanation, provide supporting evidence of why other contractors are considered to be unable to overcome the substantial risk.*

There is substantial risk by the City and RHA to not complete the agreed upon task in the HUD PHARS agreement, not following PHARS task and responding to financial matters can lead to the loss of HUD funding to RHA. Tony Ma is a recognized expert in the field by HUD and has worked with RHA in the past. He is best positioned to respond successfully and in a timely manner due to his knowledge of RHA finances and HUD Procedures. Starting a new contract with a new vendor at this time would not be practicable and would mean significant time delays. There is also a substantial risk if IRS tasks are not completed of substantial fines.

- Continuation of prior Work** – Additional item, service or work required, but not known to have been needed when the original order was placed with vendor, and it is not feasible or practicable to contract separately for the additional need. *Provide brief explanation and supporting evidence.*

(if additional space is needed, include them in a separate page)

I acknowledge the City's requirements for soliciting competitive quotes/bids for purchases over \$3,000.00 and the criteria for justification for Sole Source purchases. I have gathered the required information, have made a concerted effort to review comparable/equal equipment/services (e.g., market research), and further affirm that there is no conflict of interest involved in the selection made.

Department: Finance

Requester Name and Title: Delmy Cuellar, Acting Finance Director

Note: Requester must be able to defend this justification.

Date: 7/11/2022

Phone: 510-620-6790

Department Director (Print) Delmy Cuellar



(Sign) DCuellar

Date: 7/11/2022

Submit completed form to the Purchasing Division (Prior to submission to City Manager)

Finance Director:

APPROVED: DCuellar

DATE: / /

NOT APPROVED: _____

COMMENTS:

City Manager
(Under \$10,000.00)

City Clerk Attesting to Council Approval
(Over \$10,000.00) (Copy of Minutes may be substituted)

Note: Richmond Municipal Code Section 2.52.326 Sole Source Procurement requires final approval by the City Manager and/or City Council. Sole Source must be approved by Finance Director, PRIOR to Council Approval.

PROCEDURE

Sole Source purchase/service are exceptions to the normal bidding process and require a detailed justification. In processing Sole Source requests for supplies, services and/or equipment, the Purchasing Division adheres to and is governed by the principles set forth in City of Richmond Municipal Code Section 2.52.326 Sole Source Procurement.

If you are requesting a particular vendor, brand or product, you must make this fact clear on your Sole Source form. Your request will then be restrictive and non-competitive, and will fall into a sole source category. If the sole source justification is approved, the requisition can be expedited without the normal bidding requirements.

Such a request should not be made unless you are confident that your request is reasonable and appropriately justified to meet the City's requirements and withstand any possible audit. The City's requirements and the format for submitting such requests are contained herein. Sole Source form must be signed by authorized department representative(s). The certification will remain on file for audit purposes.

The following factors **DO NOT** apply to sole source requests and should not be included in your sole source justification. They will not be considered and only tend to confuse the evaluation process.

1. Personal preference for product or vendor.
2. Cost, vendor performance, and local service (these are generally considered award factors in competitive bidding).
3. Features which exceed the minimum department requirements.

