

CITY OF RICHMOND CONTRACT AMENDMENT

Department: Publis Works	Project Manager: Angela Walton
Project Manager E-mail: Angela_Walton@ci.richmond.ca.us	Project Manager Phone No: (510) 621-1312
P.R. No:	Vendor No: 14077
P.O./Contract No: 5045	
Description of Services: Project Management Services for various capital projects including federallly funded projects	
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:
CSW/ST2

Company Name:

Street Address: 45 Leveroni Court

City, State, Zip Code: Novato, CA 94949

Contact Person: Robert Stevens

Telephone: (415) 883-9850 Email: roberts@cswst2.com

Business License No: 40059351 / 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 January 15, 2020, which **original** term commenced on January 15, 2020 and terminates January 14, 2023 with an **original** contract payment limit of \$400,000. 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:
CSW/ST2

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

List of Attachments:

1. Amendment Provisions
2. Updated Insurance Certificates

(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.

Amendment No.

1

P.O./Contract No.

5045

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
January 15, 2020

(Insert original contract commencement date)

and it terminates

January 14, 2025

(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 \$ **400,000** . Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ **800,000** 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:

No Service Plan

CITY OF RICHMOND CONTRACT AMENDMENT

Department: Publi Works	Project Manager: Angela Walton
Project Manager E-mail: Angela_Walton@ci.richmond.ca.us	Project Manager Phone No: (510) 621-1312
P.R. No:	Vendor No: 14031
P.O./Contract No: 5043	
Description of Services: Project Management Services for various capital projects including federallly funded projects	
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:

APM

Company Name:

Street Address: 1990 N. California Blvd., 8th floor

City, State, Zip Code: Novato, CA 94949

Contact Person: Gerardo Avila

Telephone: (925) 930-3947

Email: Gavila.APM@gmail.com

Business License No:40059044

/ 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 January 15, 2020, which **original** term commenced on January 15, 2020 and terminates January 14, 2023 with an **original** contract payment limit of \$400,000. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

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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:
APM

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

List of Attachments:

1. Amendment Provisions
2. Updated Insurance Certificates

(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.

Amendment No.

1

P.O./Contract No.

5043

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

January 15, 2020

(Insert original contract commencement date)

and it terminates

January 14, 2025

(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 \$ 400,000. Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ 800,000 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:

No 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:
Macks Criac, Inc. dba Mack5

Macks Criac, Inc. dba Mack5

Company Name: _____

Street Address: 322 Harbour Way, Suite 16

City, State, Zip Code: Richmond, CA 94801

Contact Person: Manil Bajracharya

Email: manilb@mack5.com

/ 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 January 15, 2020, which **original** term commenced on January 15, 2020 and terminates January 14, 2023 with an **original** contract payment limit of \$400,000. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

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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:
Macks Criac, Inc. dba Mack5

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

List of Attachments:

1. Amendment Provisions
2. Updated Insurance Certificates

(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.

Amendment No.

2

P.O./Contract No.

5046

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

January 15, 2020

(Insert original contract commencement date)

and it terminates

January 14, 2025

(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 \$ **400,000** _____. Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ **1,200,000** _____ 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:

No Service Plan

Contract Amendment between the City of Richmond and
Macks Chac, Inc. dba Macks

Amendment No.

2

P.O./Contract No.

5046

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 January 15, 2020 for one or more of the following provisions (check those that apply):

- ☒ Increased contract payment limit by \$ 400,000 for a payment limit not to exceed \$ 800,000.
- ☒ Term Amendment (insert new termination date): January 14, 2023
- ☐ Service Plan

The **second** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on December 6, 2022 for one or more of the following provisions (check those that apply):

- ☒ Increased contract payment limit by \$ 400,000 for a payment limit not to exceed \$ 1,200,000.
- ☒ Term Amendment (insert new termination date): January 14, 2025
- ☐ 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