

**CITY OF RICHMOND
CONTRACT AMENDMENT**

Department: Police	Project Manager: Lt. Elizabeth Bashan
Project Manager E-mail: lbashan@richmondpd.net	Project Manager Phone No: (510) 621-1817
P.R. No:	Vendor No: 12424
P.O./Contract No: 5029	
Description of Services: Security services at Civic Center Campus, Library, and BTA Community Center.	
Amendment No. 4 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:

Universal Protection Service, LLC d/b/a Allied Universal Security Services
Company Name:

Street Address: 1855 GATEWAY BLVD, STE 140

City, State, Zip Code: CONCORD, CA 94520

Contact Person: ALICIA MERCER

Telephone: (510) 507-9358

Email: ALICIA.MERCER@AUS.COM

Business License No: 40051433 / 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 December 17, 2019, which **original** term commenced on January 1, 2020 and terminates December 31, 2022 with an **original** contract payment limit of \$944,350.00. 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

DocuSigned by:
Thomas K. Butt
By _____
64A4EEAB53BE4C0...
Title: Mayor

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

DocuSigned by:
Pamela Christian
By _____
C6643BEE4A43406...
City Clerk

Approved as to form:

DocuSigned by:
JA For
By _____
0E098C1E4C50485...
City Attorney

List of Attachments:

- 1. Amendment Provisions
- 2. Updated Insurance Certificates

CONTRACTOR:

Universal Protection Service, LLC d/b/a Allied Universal Security Services

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

DocuSigned by:
Greg Feldman
By _____
90C3C5F56375413...
Title: Regional Vice President

(*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
Universal Protection Service, LLC d/b/a Allied Universal Security Services

Amendment No.

4

P.O./Contract No.

5029

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 1, 2020

(Insert original contract commencement date)

and it terminates

December 31, 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 \$ **834,555.00** . 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 \$ **2,018,253.00** including expenses."

"The City of Richmond shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the 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:

Additional services at Booker T. Anderson Community Center as outlined in Attachment 1.

Contract Amendment between the City of Richmond and Universal Protection Service, LLC d/b/a Allied Universal Security Services

Amendment No. 4

P.O./Contract No. 5029

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 11/23/2021 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 65,000.00 for a payment limit not to exceed \$ 1,009,350.00.
- 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 5/3/2022 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 55,000.00 for a payment limit not to exceed \$ 1,064,350.00.
- 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 7/19/2022 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 119,348.40 for a payment limit not to exceed \$ 1,183,698.40.
- 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 11/15/2022 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 834,555.00 for a payment limit not to exceed \$ 2,018,253.40.
- Term Amendment (insert new termination date): 12/31/2023
- 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 \$ 0.00.
- 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
Booker T. Anderson Community Center 960 S. 47th Street, Richmond, CA 94804							
Security Professional	184	\$17.50	\$27.30	\$40.95	\$5,023.20	\$21,767.20	\$261,206.40
Site Supervisor	40	\$20.00	\$31.20	\$26.25	\$1,050.00	\$4,550.00	\$54,600.00
Sub-Total	224.0				\$6,073.20	\$26,317.20	\$315,806.40
Equipment	Quantity	Price Per Unit				Monthly Estimate	Annual Estimate
HELIAUS	1	\$199.00				\$199.00	\$2,388.00
Porta Potty	1	\$280.00				\$280.00	\$3,360.00
Vehicle	1	\$1,500.00				\$1,500.00	\$18,000.00
Total with Guard hours and Equipment						\$28,296.20	\$339,554.40

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, 9 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, Porta Potty and Vehicle billed as a separate line item on a monthly basis. Vehicle fuel to be billed as incurred

Above annual estimate is based on 52 weeks per year.

Special service coverage requests will be billed at \$50.00/hr.

Proposal updated September 8, 2022

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