

CITY OF RICHMOND
'EMERGENCY JUSTIFICATION' FORM

THIS FORM MUST BE COMPLETED AND APPROVED PRIOR TO ANY PROCUREMENT

Vendor Name: Alten Construction \$ Amount: \$150,000

Phone Number: 510.234.4200 x16

E-mail: eonick@altenconstruction.com

City Contact: Charles Gerard Phone: 510.620.6792

Emergency procurements should be made only...1) to preserve life, health or property; 2) upon a natural disaster; 3) to correct or forestall a shutdown to maintain essential public services; or 4) other unforeseeable events. **This form must be forwarded to Procurement Services, with all required backup documentation from the vendor within twenty-four (24) hours or at the earliest possible time on the first normally scheduled work day following the emergency.**

Describe the specific nature of the emergency and justification for the selection of the vendor. Describe items/services purchased, dates, costs, delivery timeframe, etc. Attach any cost comparisons, quotations, Council agenda statements, resolutions, or other pertinent information: (use additional sheet if necessary)

This project is an emergency procurement under 1) to preserve life, health, & welfare 2) natural disaster, and 3) may shutdown a city owned building.

Glass panes from windows at the Processing Building at the Point Potrero Marine Terminal (PPMT) are breaking due to the high winds and falling, potentially causing injury and effecting the welfare of workers working below the windows. This could also potentially stop operations inside the facility. Port staff investigated and found that the putty that holds the panes in place is in poor condition. This repair will prevent glass from falling and allow the tenant to occupy the area.

Port staff reached out to Public Works to repair the issue; they declined the work. Additionally, the Port requested if existing Public Works contractors could do this work, but we did not receive a positive response. After soliciting response from vendors including R&S Glazing Specialties based in American Canyon, Port staff retained an outside Richmond-based contractor, Alten Construction, LLC. Alten has provided services to the City and to Port buildings in the past. No other contractors responded to our requests.

Emergency Justification Forms must be signed by the Procurement Services Manager before submission to the City Manager or City Council.

Department/Division: Port

Department Head Signature: Charles Gerard Date: 02 / 01 / 2024

Finance Director Signature: [Signature] Date: 2 / 1 / 2024

City Manager Signature: [Signature] Date: 2 / 22 / 24

(Emergency purchases estimating totaling UNDER \$10,000.00 require City Manager's signature)

The using department shall contact the Procurement Services Division, advise them of the emergency, and request a PO number.

If the emergency arises during a time when the Procurement Services Division is normally closed, the using department may proceed with the procurement without a PO number.

It becomes the responsibility of the using department to inform Procurement Services of the details of the transaction within twenty-four (24) hours or at the earliest possible time on the first normally scheduled work day following the emergency.

After receipt of the required material or service, the using department shall forward to Procurement Services:

- **All quotation and/or delivery documents (from the vendor(s))**
- **The completed 'Emergency Justification' form with City Manager Signature Authorization (for purchases under \$10,000) and with Council Signature Authorization (for purchases over \$10,000) and the City Council resolution or copy of the minutes approving the specific emergency procurement.**
- **Invoices must be mailed directly to Finance, Attn: Acct. Payable.**
- **Upon final approval and signature, all original(s) must be returned to the Procurement Services Division**

Any Purchase Order not accompanied by the required paperwork, will be returned to the originating department, and will not be processed for payment until Procurement Services receives the complete package.

It is the goal of the Procurement Services Division to save funds on all procurements. By reducing emergency procurements, significant dollar savings will be realized.

PROCESSING BUILDING WINDOW COVERING

Force Account Analysis

By: R Stevens
Date: 01.05.24

Length	310				
Height	6				
		West	East	Total	
Upper Window		1860	1860	3720	SF
Lower Window		1860	1860	3720	SF
				7440	

Material	Unit Rate	Unit	Units	Total
29-Gauge Metal	41.88	\$/EA	310	\$ 12,982.80
L Bracket	35.47	\$/EA	310	\$ 10,995.70
#10 Screws	14.93	\$/EA	15	\$ 222.90
				\$ -
Materials Total				\$ 24,201.40
Sales Tax				\$ 2,359.64
Subtotal				\$ 26,561.04

Production 40 panels/ hour 480 sf 16

Equipment	Unit Rate	Unit	Total Hours	Total
Sissor Lift	38.87	\$/hr	124	\$ 4,819.88
Sissor Lift	38.87	\$/hr	124	\$ 4,819.88
		\$/hr	124	\$ -
		\$/hr	124	\$ -
		\$/hr	124	\$ -
Subtotal				\$ 9,639.76

Labor	Unit Rate	Unit	Total Hours	Total
Foreman	94.2	\$/hr	124	\$ 11,680.80
Carpentar	94.2	\$/hr	124	\$ 11,680.80
Carpentar	94.2	\$/hr	124	\$ 11,680.80
Carpentar	94.2	\$/hr	124	\$ 11,680.80
Laborer	65.76	\$/hr	124	\$ 8,154.24
Laborer	65.76	\$/hr	124	\$ 8,154.24
Apprentice (3rd)	64.83	\$/hr	149	\$ 9,646.70
Subtotal				\$ 72,678.38

Summary

Item	Unit Cost	Markup	
Materials	\$ 26,561	\$ 30,545	
Equipment	\$ 9,640	\$ 11,086	
Labor	\$ 72,678	\$ 107,927	
Subtotal	\$ 149,558		



EXHIBIT A-1

ALTEN CONSTRUCTION INC

BID PROPOSAL:

Date: 1/22/24

Project: Port of Richmond- Emergency Window Barricade Install

Owner: City of Richmond

Location: 1311 Canal Blvd, Richmond CA, 94804



Project:
Processing Building Window Protection

Location:
1311 Canal Blvd, Richmond, California
94804

Owner:
City of Richmond

NORTH

WEST

EAST

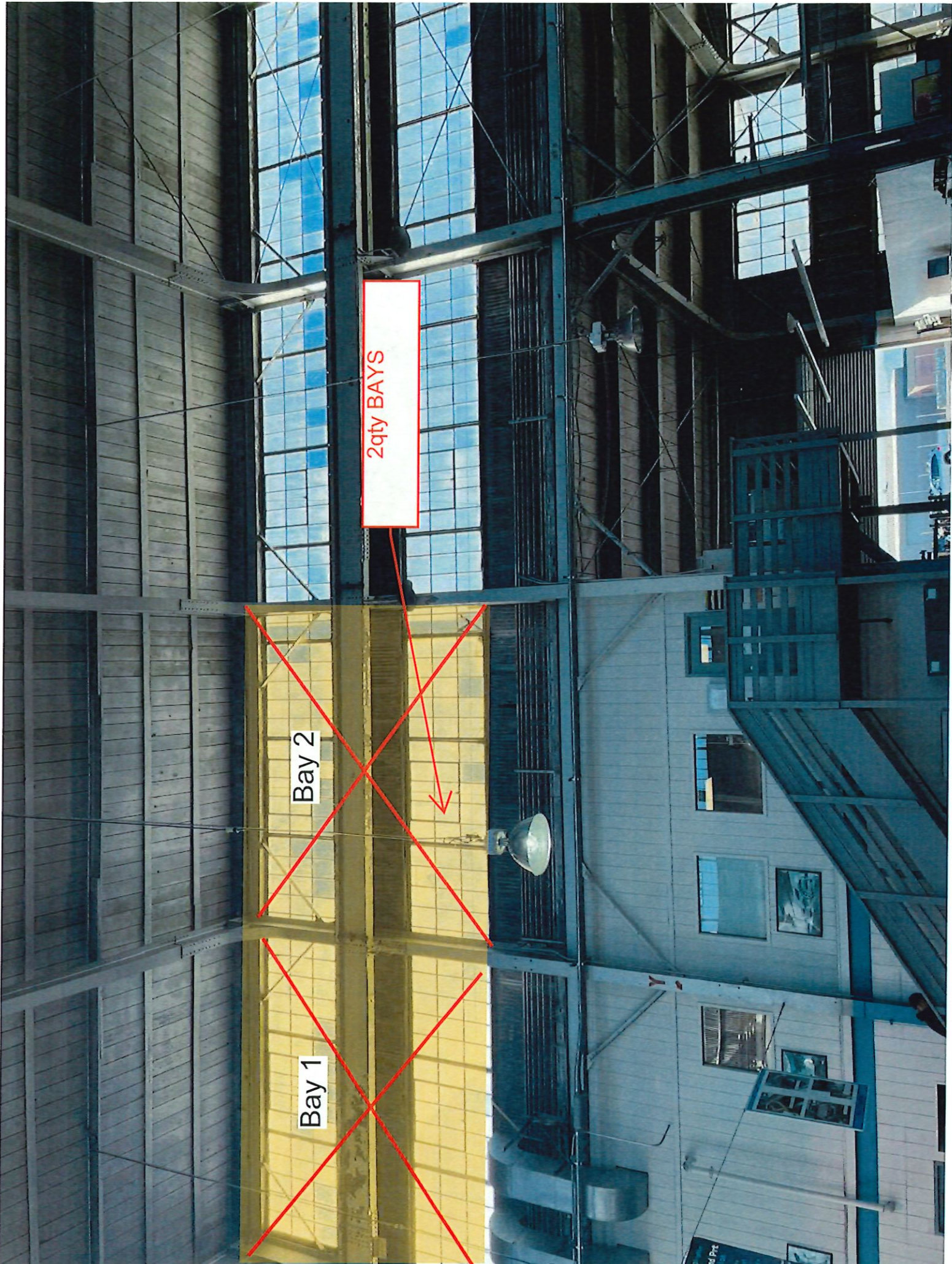
SOUTH

Bid Request:

-**West** Elevation only:

- 1) Install Galvanized Corrugated panels at upper windows, mounted to interior of structure. **2 bays only**
- 2) Only applies to 2nd story windows (2 rows of 6ft tall windows)
- 3) Remaining West, East, North, South Elevations not requested at this time

Riggers Loft



2qty BAYS

Bay 2

Bay 1

SCOPE NARRATIVE:

ACI is providing costs to install 2 bays of window barricades for a price of \$24,279. The installation of these initial 2 bays will be a 'proof of concept' on labor hours and efficiency. If all goes smoothly and there is no need to change materials or alter our means and methods, we believe the total cost to complete will not exceed \$150,000. Work Duration for the initial 2 bay installation is estimated at 1.5 weeks (7.5 working days). The overall installation (if all goes smoothly) is estimated to take a little over 3 weeks (15 working days).

Qualifications:

- Scope only applied to 2 bays as outlined in proposal.
- Staging Area to be provided within 50ft of building
- No exterior work of any kind
- No repair of existing building or components (Windows, Glazing, structural members, piping, electrical, mechanical, flashings, architectural features, etc)
- Due to the nature of the scope, no warranty of any kind will be provided
- No maintenance of installation will be provided
- Restrooms to be provided by Owner
- Work excludes any type of waterproofing, damage of existing materials, etc
- Excludes painting of any kind, patching, etc
- Owner to provide Structural Engineer Stamped detail for construction.
- Work to be performed during normal business hours M-F 7:00am-5:00pm
- Scope does not include any overtime
- Security to be provided by Owner
- Access for workers and material deliveries to be provided by Owner
- Owner to provide safe, clear and unobstructed access to the Work
- Temp Power to be provided by Owner
- No Bond has been provided. ACI Can provide upon request and at an additional cost
- ACI shall not be responsible for Owner Tenant Operations (scheduling around work, access, etc)
- 100% Payment upon completion of scope
- Net 30 Payment upon invoicing, proposal valid for 30 days

INDEMNIFICATION

Contractor's Performance. To the fullest extent permitted by California law, Owner shall defend, indemnify and save harmless Contractor, including its officers, agents, employees, affiliates, parents, and subsidiaries, and each of them, of and from any and all claims, demands, causes action, damages, costs, expenses, attorneys' fees, losses or liability, in law or in equity, of every kind and nature whatsoever ("Claims") arising out of or in connection with Contractor's work to be performed under this Agreement for, but not limited to:

- (a) Personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to any persons, caused or alleged to be caused in whole or in part by any act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable;*
- (b) damage to property of anyone (including loss of use thereof), caused or alleged to be caused in whole or in part by any act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable;*
- (c) penalties imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Contractor; and/or*
- (d) any violation or infraction by Contractor of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational health or safety of employees.*

The indemnification provisions above shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and during and after performance of any work or operations by Contractor.

Irrespective of the scope of indemnity, at Owner's own cost, expense and risk, Owner shall defend all Claims as defined herein that may be threatened, asserted, alleged, brought, or instituted by third persons, including, but not limited to, governmental agencies or any individual, or individuals, against Contractor or its employees or any of them.

Irrespective of the scope of indemnity, at Owner's own cost, expense and risk, Owner shall: (a) pay and satisfy any judgment or decree that may be rendered against Contractor or its agents or employees, or any of them, arising out of any such Claim; and/or (b) reimburse Contractor or its agents or employees for any and all legal expense incurred by any of them in connection herewith or in enforcing the indemnity herein. Contractor shall have the right to approve the choice of legal counsel to defend its interests under this indemnity.