

**RICHMOND HOUSING AUTHORITY
CONTRACT AMENDMENT**

Department: Richmond Housing Authority	Project Manager: Nannette Beacham
Project Manager E-mail: nbeacham@rhaca.org	Project Manager Phone No. 621-1300
P.R.	Contract/P.O. No. 155/22200280
Description of Services : Annual generator service and testing for RHA's generators at Nevin Plaza	
Amendment No. 1 modifies the:	
X Term and Payment Limit <input type="checkbox"/> Payment Limit <input type="checkbox"/> Term X 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 Housing Authority of the City of Richmond, California (Authority), and the following named Contractor:

Contractor Name: CD & Power

Street Address: 150 Nardi Lane

City, State, Zip Code: Martinez, CA 94553

Contact Person: Brian Benson

Telephone: 925-229-2700 ext. 126 Email: nora@gotpower.com

Business License No: 40050391 / 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 Authority and Contractor which was approved by the Board of Commissioners of the Housing Authority of the City of Richmond or executed by the Authority's Executive Director on 4/28/2020. 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.

Contract Amendment between the Housing Authority of the City of Richmond and

Amendment No. 1

Contract No. 155

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 before any provision of this Contract Amendment will be deemed to take effect.

6. Signatures. These signatures attest the parties' agreement hereto:

THE HOUSING AUTHORITY FOR THE CITY OF RICHMOND, CALIFORNIA

By _____

Title: _____

CONTRACTOR:

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

By _____

Title: _____

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

By: _____

Title: _____

List of Attachments:

- 1. Amendment Provisions

(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; and (3) should be accompanied by completed notary acknowledgment forms) (Complete the notary acknowledgments attached hereto)

AMENDMENT PROVISIONS (TERM AND PAYMENT LIMIT)

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 4/28/2020

and it terminates 6/30/2022 unless sooner terminated as provided herein."

2. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$8,457.66. Paragraph 3 of the Original Contract is amended to read as follows:

3. Payment Limit. Authority's total payments to Contractor under this Contract shall not exceed \$ 11,457.66."

The Authority shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the Authority's Executive Director if the total Contract amount does not exceed \$10,000 or without the prior approval of the Board of Commissioners if the total Contract amount is over \$10,000.

AMENDMENT PROVISIONS (SERVICE PLAN)
(CONTRACTOR'S OBLIGATION'S)

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

In addition to routine maintenance emergency work was recommended to proceed which included a new water pump, thermostat, and gasket.

CITY OF RICHMOND
'EMERGENCY JUSTIFICATION' FORM

THIS FORM MUST BE COMPLETED AND APPROVED PRIOR TO ANY PROCUREMENT

Vendor Name: C&D POWER dba CALIFORNIA DIESEL & POWER
Amount: \$ 8,457.66

Phone Number: (866) 468-7697 E-mail: rob@gotpower.com

City Contact: Jose Urquilla Phone: (510) 620-6896

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)

Emergency repair needed for generator at Nevin Plaza. During what was thought to be routine maintenance, a major repair was needed. The generator is necessary to power egress lights that are vital to the safety of senior and disabled tenants at Nevin Plaza should there be a power failure.

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

Department/Division: Richmond/Housing Authority

Department Head Signature:  Date: 02 / 24 / 2022

Finance Director Signature:  Date: 2 / 28 / 2022

City Manager Signature: _____ Date: ____ / ____ / ____
(Emergency purchases estimating/totaling UNDER \$10,000.00 require City Manager's signature)

City Council Authorization: _____ Council Date: ____ / ____ / ____
(Emergency purchases estimating/totaling OVER \$10,000.00 require Council approval. Attach Resolution.)

NOTE: FINAL APPROVAL BY CITY MANAGER AND/OR CITY COUNCIL IS REQUIRED IN ACCORDANCE WITH MUNI. CODE SECTION 2.52.334 EMERGENCY PROCUREMENT

CITY OF RICHMOND
EMERGENCY PROCUREMENT

Purpose and Background:

To provide a rapid method of procuring goods or services to prevent delays in work which may vitally affect the health, safety or welfare of citizens or employees.

Policy:

While the need for occasional emergency procurement is recognized, the practice shall be curtailed as much as possible by anticipating needs in time for the use of the regular procurement procedures.

Emergency procurements shall be authorized by the Procurement Services Division when they are in compliance with Municipal Code 2.52.334 as follows:

“...the City Manager may make or authorize others to make emergency procurements of supplies and services, when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.”

In case of actual emergency departments may procure any supplies, materials or equipment required, provided that the immediate procurement is essential to prevent delays in the work of the using department which may affect the health, safety or welfare of citizens.

The head of the using department shall send the Procurement Services Manager a requisition, a copy of the quotation and/or delivery record, and a full written explanation of the circumstances of the emergency, which shall be filed by the Procurement Services Manager as a permanent and public record of the purchase.

An “emergency” is defined as a breakdown in machinery or equipment or the interruption of an essential service or any threat to public health, safety or welfare.

Procedure:

Emergency procurements are not valid for contrived urgencies resulting from a lack of planning and organization.

Emergency procurements will only be approved when requested by authorized employees.

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.