

City and County of San Francisco
Office of Contract Administration
Purchasing Department
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685



Contract Modification 5

Rental of Portable Restrooms

United Site Services of California, Inc.
Attn: Debbi Thornton
945 Teal Drive
Benicla CA 94510
E-mail:debbi.thornton@unitedsiteservices.com

Date
Buyer Name:
Term contract
Type:
Not-to-exceed amount:

March 4, 2009
Darlene Frohm
84416
Indefinite quantity
\$ 1,000,000

The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	Other changes
Original contract	11-01-04	10-26-06	\$2,000,000	
	03-10-06		\$1,000,000	Assignment & Assumption
1	11-01-06	04-30-07		added term conditions
2	05-01-07	11-01-07		
3	11-02-07	04-30-08		added term condition
4	05-01-08	04-30-09		
5	05-01-09	08-30-09		

This modification changes the contract as follows:

It extends the contract from May 1, 2009 through August 30, 2009.

All other terms and conditions remain the same.

Approved by the City: *Naomi Kelly* 3-5-09
Naomi Kelly Director of OCA and Purchaser Date

Approved by Contractor: *Debbi Thornton* 3/6/09
Signature Date

Name and title DEBBI THORNTON - CONTRACTOR ALGR.

May. 5. 2008 2:57PM

No. 8795 P. 2

City and County of San Francisco
Office of Contract Administration
Purchasing
1 Dr. Carlton B. Goodlett Place, Room 430
San Francisco, CA 94102 - 4685



CONTRACT MODIFICATION NO. 4

Indefinite Quantity

**United Site Services
Of California, Inc**
945 Teal Drive
Benicia, CA 94510
Attn: Debbi Thornton

Date April 17, 2008

Contract Proposal No. 84416

Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to extend the contract and furnish the Articles indicated below. Such Articles are to be delivered in the manner and the form and at the times and prices set forth in the above numbered Contract Proposal, but only after receipt of order properly certified by the Controller of the City and County of San Francisco.

CONTRACT EXTENSION

For furnishing and delivering Rental of Portable Restrooms

By mutual agreement, the contract is extended an additional **twelve (12) months** for the term **May 1, 2008 through April 30, 2009.**

All other prices, terms and conditions remain the same.

Acknowledge receipt and acceptance of this Contract Modification in the space below. Return to Purchaser, 1 Dr. Carlton B. Goodlett Place, Room 430, San Francisco, CA, 94102-4685. **DUPLICATE COPY IS FOR YOUR FILES.**

Bruce Jones 5-2-08
As the duly appointed Purchaser Date
of the City and County of San Francisco

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor UNITED SITE SERVICES OF CALIFORNIA, INC.

By *Debbi Thornton* Contracts Mgr.
Signature Title

Date 05/08/08

City and County of San Francisco
Office of Contract Administration
Purchasing
1 Dr. Carlton B. Goodlett Place, Room 430
San Francisco, CA 94102 - 4685



CONTRACT MODIFICATION NO. 3

indefinite Quantity

**United Site Services
Of California, Inc**
945 Teal Drive
Benicia, CA 94510
Attn: Debbi Thornton

Date October 26, 2007

Contract Proposal No 84416

Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to extend the contract and furnish the Services indicated below. Such Services are to be delivered in the manner and the form and at the times and prices set forth in the above numbered Contract Proposal, but only after receipt of order properly certified by the Controller of the City and County of San Francisco.

CONTRACT EXTENSION

For furnishing and delivering **Rental of Portable Restrooms**

By mutual agreement, the contract is extended an additional **six (6)** months for the term **November 2, 2007 through, April 30, 2008.**

The following condition has been added to Contract 84416 (See Attachment "A")

84. Food Service Waste Reduction Requirements

All other prices, terms and conditions remain the same.

Acknowledge receipt and acceptance of this Contract Modification in the space below. Return to Purchaser, 1 Dr. Carlton B. Goodlett Place, Room 430, San Francisco, CA, 94102-4685. **DUPLICATE COPY IS FOR YOUR FILES.**

[Signature] 11-5-07
As the duly appointed Purchaser Date
of the City and County of San Francisco

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor UNITED SITE SERVICES OF CALIFORNIA, INC.

By *[Signature]* CONTRACTS
Signature Title

Date 11/7/07

DEBBI THORNTON

Attachment "A"
Contract No. 88416
Contract Modification No. 3
Rental of Portable Restrooms
October 26, 2007

84. Food Service Waste Reduction Requirements

Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

City and County of San Francisco
Office of Contract Administration
Purchasing
1 Dr. Carlton B. Goodlett Place, Room 430
San Francisco, CA 94102 - 4685



CONTRACT MODIFICATION NO. 2

Indefinite Quantity

**United Site Services
Of California, Inc**
945 Teal Drive
Berkeley, CA 94510
Attn: Debbi Thornton

Date March 29, 2007

Contract Proposal No. 84416

Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to extend the contract and furnish the Articles indicated below. Such Articles are to be delivered in the manner and the form and at the times and prices set forth in the above numbered Contract Proposal, but only after receipt of order properly certified by the Controller of the City and County of San Francisco.

CONTRACT EXTENSION

For furnishing and delivering **Rental of Portable Restrooms**

By mutual agreement, the contract is extended an additional **six (6) months** for the term **May 1, 2007 through November 1, 2007.**

All other prices, terms and conditions remain the same.

Acknowledge receipt and acceptance of this Contract Modification in the space below. Return to Purchaser, 1 Dr. Carlton B. Goodlett Place, Room 430, San Francisco, CA, 94102-4685. DUPLICATE COPY IS FOR YOUR FILES.

[Signature] 3-30-07
As the duly appointed Purchaser Date
of the City and County of San Francisco

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor UNITED SITE SERVICES, INC.
By *[Signature]* CONTRACTS MGR.
Signature Title
Date 4/2/07

City and County of San Francisco
Office of Contract Administration
Purchasing
Dr. Carlton B. Goodlett Place, Room 430
San Francisco, CA 94102 - 4685



CONTRACT MODIFICATION NO. 1

Indefinite Quantity

**United Site Services
Of California, Inc**
945 Teal Drive
Benicia, CA 94510
Attn: Debbi Thornton

Date September 20, 2006

Contract Proposal No. 84416

Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to extend the contract and furnish the Articles indicated below. Such Articles are to be delivered in the manner and the form and at the times and prices set forth in the above numbered Contract Proposal, but only after receipt of order properly certified by the Controller of the City and County of San Francisco.

CONTRACT EXTENSION

For furnishing and delivering **Rental of Portable Restrooms**

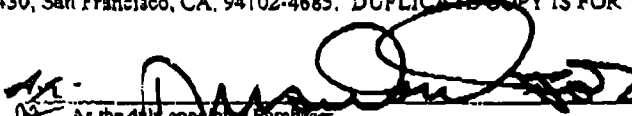
By mutual agreement, the contract is extended an additional **six (6) months** for the term **November 1, 2006 through April 30, 2007.**

The following conditions have been added to Contract 84416 (See Attachment "A").

- 82. NONDISCLOSURE OF PRIVATE INFORMATION
- 83. GRAFFITI REMOVAL

All other prices, terms and conditions remain the same.

Acknowledge receipt and acceptance of this Contract Modification in the space below. Return to Purchaser, 1 Dr. Carlton B. Goodlett Place, Room 430, San Francisco, CA, 94102-4685. **DUPLICATE COPY IS FOR YOUR FILES.**


 As the duly appointed Purchaser of the City and County of San Francisco _____ Date 9/20/06

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor UNITED SITE SERVICES, INC.
 By Debbi Thornton Contracts Mgr.
Signature Title
 Date 9/21/06

ATTACHMENT "A"
Contract No. 84416
Contract Modification No. 1
Rental of Portable Restrooms
September 20, 2006

82. NONDISCLOSURE OF PRIVATE INFORMATION

Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code (the "Nondisclosure of Private Information Ordinance"), including the remedies provided. The provisions of the Nondisclosure of Private Information Ordinance are incorporated herein by reference and made a part of this Contract as though fully set forth. Capitalized terms used in this section and not defined in this Contract shall have the meanings assigned to such terms in the Nondisclosure of Private Information Ordinance. Consistent with the requirements of the Nondisclosure of Private Information Ordinance, Contractor agrees to all of the following.

- (a) Neither Contractor nor any of its Subcontractors shall disclose Private information obtained from the City in the performance of this Contract to any other Subcontractor, person, or other entity, unless one of the following is true:
- (i) The disclosure is authorized by this Contract.
 - (ii) The Contractor received advance written approval from the Contracting Department to disclose the information; or
 - (iii) The disclosure is required by law or judicial order.
- (b) Any disclosure or use of Private Information authorized by this Contract shall be in accordance with any conditions or restrictions stated in this Contract. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.
- (c) Private Information shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.
- (d) Any failure of Contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Contract, debar Contractor, or bring a false claim action against Contractor.

83. GRAFFITI REMOVAL

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's

ATTACHMENT "A"
Contract No. 84416
Contract Modification No. 1
Rental of Portable Restrooms
September 20, 2006

property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code, or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this contract shall constitute a default of this Contract.