

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 4

Paramedic/Medical Materials and Supplies

Bound Tree Medical
Attn: Christine M. Pearce
336 Bon Air Center, #222
Greenbrae, CA 94904

Date: December 29, 2008
Term Contract: 60701
Type: Indefinite quantity
NTE Amount: \$6,500,000

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

	Date	Start date	End date	Change	Notes
Original Contract:	08/07/03	08/18/03	08/17/06	\$3,160,000	Initial Contract
Modification 1:	08/16/06	08/18/06	08/17/07	\$1,100,000	Added/Deleted Items, Ext. & 5% Increase on Gloves.
Modification 2:	08/23/07	08/18/07	08/17/08	\$1,150,000	5% Increase on Gloves, Added Conditions 83-92.
Modification 3:	08/19/08	08/18/08	12/31/08	\$ 360,000	Extended Contract.

Now, this modification #4 changes the contract as follows:

	12/31/08	01/01/09	06/30/09	\$ 625,000	Extended & 5% Increase on Gloves.
--	----------	----------	----------	------------	-----------------------------------

By mutual agreement, the contract is extended an additional six (6) months from January 1, 2009 through June 30, 2009.

By mutual agreement, prices have increased in accordance with Special Condition No. 69, Price Adjustment; effective January 1, 2009, for Items 526 and 534, an increase of 5%.

Item	Description	Old Price	New Price
526	Glove, Exam	\$54.86/cs	\$57.70/cs
534	Glove, High Risk	\$ 6.54/bx	\$ 6.87/bx

All other terms and conditions remain the same.

Approved by the City:

Naomi Kelly
Naomi Kelly, Director of OCA and Purchaser

1-5-09

Approved by Contractor:

Christine M. Pearce
Signature

Date

1-5-09

Date

Name and title

CHRISTINE M. PEARCE, Contract Manager

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

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

BOUND TREE MEDICAL
336 Bon Air Center, #222
Greenbrae, CA 94904
Attn: Christine M. Pearce

Date August 19, 2008

Contract Proposal No. 60701

Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to modify the prices 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 Bid 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 **PARAMEDIC/MEDICAL MATERIALS AND SUPPLIES.**

By mutual agreement, the contract is extended an additional **four (4) months** for the term **SEPTEMBER 1, 2008 through DECEMBER 31, 2008.**

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.**

Calvin Hung 8/19/08
As the duly appointed Purchaser of the City and County of San Francisco Date

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contract to Bound Tree Medical
By *Christine M Pearce* *Asst. Manager*
Signature Title
Print Name CHRISTINE M. PEARCE
Date August 19, 2008





CONTRACT MODIFICATION NO. 2

Indefinite Quantity

BOUND TREE MEDICAL
336 Bon Air Center, #222
Greenbrae, CA 94904
Attn: Christine M. Pearce

Date August 23, 2007

Contract Proposal No. 60701

Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to modify the prices 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 Bid Proposal, but only after receipt of order properly certified by the Controller of the City and County of San Francisco.

CONTRACT EXTENSION/PRICE INCREASE

For furnishing and delivering **PARAMEDIC/MEDICAL MATERIALS AND SUPPLIES.**

By mutual agreement, the contract is extended an additional **twelve (12) months** for the term **AUGUST 18, 2007** through **AUGUST 17, 2008.**

By mutual agreement, prices have increased in accordance with Special Conditions No. 69, Price Adjustment, an increase of 5% will be allowed on **Items 526 & 534.** (See Attachment "A").

In addition, the following Special Conditions are new and have been added to Contract 60701. (See Attachment "A").

- | | |
|---|---|
| 83. Default; Remedies | 89. Bid Protests |
| 84. Terminate for Convenience | 90. Food Service Waste Reduction Requirements |
| 85. Liability of City | 91. Prohibition on Political Activity with City Funds |
| 86. Drug-Free Workplace Policy | 92. Protection of Private Information |
| 87. Compliance with American Disabilities | Services Provided by City Attorneys |
| 88. Compliance with Laws | |

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] _____ 12-21-07
As the duly appointed Purchaser of the City and County of San Francisco Date

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Bound Tree Medical LLC
By Christine Pearce, Asst Manager
Signature Title
Print Name CHRISTINE M PEARCE
Date 12-22-07

Per Special Conditions No. 69, Price Adjustment, an increase of 5% will be allowed on Items 526 & 534.

Item	Description	Old Price	New Price
526:	GLOVE, EXAM	\$ 52.25	\$ 54.86/CS
534	GLOVE, HIGH-RISK	\$ 6.23	\$ 6.54/BX

Add the following special conditions to the contract:

83. DEFAULT; REMEDIES

On and after any event of default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Contract or to seek specific performance of all or any part of this Contract. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default.

Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Contract or any other contract.

All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

84. TERMINATION FOR CONVENIENCE

City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City.

85. LIABILITY OF CITY

CITY'S PAYMENT OBLIGATIONS UNDER THIS CONTRACT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR UNDER THIS CONTRACT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS CONTRACT.

86. DRUG-FREE WORKPLACE POLICY

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents, or assigns will be deemed a material breach of this Contract.

87. COMPLIANCE WITH AMERICAN WITH DISABILITIES ACT

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Contract.

88. COMPLIANCE WITH LAWS

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Contract, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

89. BID PROTESTS

Bid protests for purchases of Commodities in excess of \$50,000 shall be submitted and responded to in accordance with Rules and Regulations 21.3(i) pertaining to the San Francisco Administrative Code, Chapter 21.

90. 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.

91. PROHIBITION ON POLITICAL ACTIVITY WITH CITY FUNDS

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this contract. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this contract, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

92. PROTECTION OF PRIVATE INFORMATION

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

93. SERVICES PROVIDED BY CITY ATTORNEYS

Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

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. 1

Indefinite Quantity

BOUND TREE MEDICAL
336 Bon Air Center, #222
Greenbrae, CA 94904
Attn: Christine M. Pearce

Date August 16, 2006

Contract Proposal No. 60701

Estimated Amount indefinite

The City and County of San Francisco does hereby accept your offer to modify 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/DELETE/CHANGE/ PRICE INCREASE/ADD ITEMS

For furnishing and delivering **PARAMEDIC/MEDICAL MATERIALS AND SUPPLIES.**

1. By mutual agreement, the contract is extended an additional twelve (12) months for the term **August 18, 2006** through **August 17, 2007**, in accordance with General Conditions No. 29.
2. By mutual agreement, the following items have been deleted in accordance with Special Conditions No. 72 – Awarded Items. (See Attachment "A").

Items: 158 and 230
3. By mutual agreement, the following items have been replaced, with NO Change in Price. (See Attachment "A").

Items 258 and 261
4. By mutual agreement, prices have increased in accordance with Special Conditions No. 69 – Price Adjustment, effective August 18, 2006, an increase of five (5%) percent will be allowed on Items as indicated below: (See Attachment "A").

Items: 526 and 534
5. By mutual agreement, the following items have been added, in accordance with Special Conditions No. 64 – Additional New Items. (See Attachment "A").

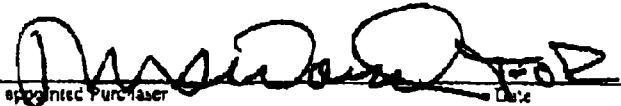
Items. 816 and 817

6. The following Special Conditions are new and have been added to Contract 60701.
(See Attachment "A");

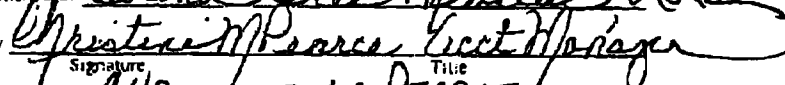
- 83. First Source Hiring Program (FSHP)
- 84. Limitations on Contribution
- 85. Preservative-Treated Wood
- 86. Contract Product/Service
- 87. Nondisclosure of Private Information
- 88. Graffiti Removal

All other prices, terms and conditions remain the same.

I 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

See the  8/16/06
 As the duly appointed Purchaser of the City and County of San Francisco Date

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor *Bound Tree Medical, LLC*
 By 
 Signature Title
 Print Name CHRISTINE M PEARCE
 Date August 17, 2006

Attachment "A"
 Contract No. 60701
 Contract Modification No. 1
 Bound Tree Medical
 August 16, 2006

In accordance with Special Conditions No. 72 – Awarded Items, the following items have been deleted from the contract:

Item No.	Description
158 230	Big Valve Mask Resuscitator

The following items have been replaced, with NO CHANGE in Price to read as follows:

Item No.	Description	Unit	Price
258	IV ADMINISTRATION SET, 60 Drop Set, 2 "Y" Site with Needlefree Ports, 50/cs. Amisano Inc. #B3000-11	CS	\$127.23
261	"Custom" IV ADMINISTRATION, 10 Drop Set with Extension Needlefree and Bravo Ports, 50/cs., ICU Medical #B9900-170.	CS	\$277.66

In accordance with Special Conditions No. 69 – Price Adjustment, prices have increased effective August 18, 2006, an increase of five (5%) for the following items:

Item No.	Description	Old Price	New Price
526	GLOVE, EXAM	\$49.76/CS	\$52.25/CS
534	GLOVE, HIGH RISK, "SAFE GRIP"	\$ 5.93/BX	\$ 6.23/BX

In accordance with Special Conditions No. 64 – Additional New Items, the following items have been added to Contract 60701.

Item No.	Description	Unit	Price
816	Bag-Valve-Mask, Resuscitator, Adult (Disposable), Smart Bag MO, BVM, O-Two Medical Technologies, Inc. #01BM3200-MO, 6 ea/cs.	CS	\$ 95.76
817	Bag-Valve-Mask, Resuscitator, Child (Disposable), Smart Bag MO, BVM, O-Two Medical Technologies, Inc. #01BN3210-CS, 6 ea/cs.	CS	\$109.56

Attachment "A"
Contract No. 60701
Contract Modification No. 1
Bound Tree Medical
August 16, 2006

Add the following Special Conditions to the contract:

83. FIRST SOURCE HIRING PROGRAM (FSHP)

If the contract is for more than \$50,000, the successful bidder will be required to agree to comply fully with and be bound by the provisions of the First Source Hiring Program ordinance, as set forth in San Francisco Administrative Code Chapter 83. Generally, this ordinance requires contractors to notify the First Source Hiring program of available entry level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this Chapter. For additional information regarding FSHP, call (415) 401-4935.

A. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Contract as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Contract under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Contract shall have the meanings assigned to such terms in Chapter 83.

B. First Source Hiring Agreement

- (1) Contractor will comply with First Source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the exclusive opportunity to initially provide Qualified Economically Disadvantaged Individuals for consideration for employment for Entry Level Positions. The duration of the First Source interviewing requirement shall be ten (10) days, unless business necessity requires a shorter period of time.
- (2) Contractor will comply with requirements for providing timely, appropriate notification of available Entry Level Positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of Qualified Economically Disadvantaged Individuals to participating Employers.
- (3) Contractor agrees to use good faith efforts to comply with the First Source hiring requirements. A contractor may establish its good faith efforts by filing: 1) its first available Entry Level Position with a job applicant referred through the First Source Program; and 2) fifty percent (50%) of its subsequent available Entry Level Positions with job applicants referred through the San Francisco Workforce Development System. Failure to meet this target, while not imputing bad faith, may result in a review of the Contractor's employment records.

C. Hiring Decisions

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

Attachment "A"

Contract No. 6070;

Contract Modification No. 1

Bound Tree Medical

August 16, 2006

D. Exceptions

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

E. Liquidated Damages

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$2,070 for every new hire for an Entry Level Position improperly withheld from the First Source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

F. Subcontracts

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this section.

84. LIMITATIONS ON CONTRIBUTIONS

Through execution of this Contract, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services or for the furnishing of any material, supplies or equipment to the City, whenever such transaction would require approval by a City elective officer of the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until the later of either (1) the termination of negotiations for such contract or (2) three months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

85. PRESERVATIVE-TREATED WOOD CONTAINING ARSENIC

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

86. CONTRACT PRODUCT/SERVICE QUALITY REPORT

The attached report (Attachment "A") will be provided to departments using this contract. Users of the contract may complete and return these reports at any time during the life of the contract. The purpose of the report is to monitor contractor performance and determine supplier successes or shortcomings. Each report will be sent to the awarded/supplier/contractor. They will have an

Attachment "A"
Contract No 60701
Contract Modification No. 1
Bound Tree Medical
August 16, 2006

opportunity to respond to the information provided by the department. Quality reports that go unresolved to the satisfaction of the Purchaser may be used as a basis for commencement of partial or complete contract default proceedings.

87. NONDISCLOSURE OF PRIVATE INFORMATION

As of March 5, 2005, 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.

Attachment "A"
Contract No. 60701
Contract Modification No. 1
Bound Tree Medical
August 16, 2006

88. 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 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