

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 2

Moving Services; Office Furniture and Equipment

Lynch & Sons Van & Storage
 Attn: George a. Lynch Jr.
 408 Santa Florita Avenue
 Millbrae, CA 94030
 E-mail: george@lynchandsons.com

Date: March 3, 2009
 Buyer Name: Darlene Frohm
 Term contract: 68613
 Type: Indefinite quantity
 Not-to-exceed amount: \$ 1,000,000

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

Modification	Start date	End date	Amount	Other changes
Original contract	05-01-05	04-30-09	\$1,000,000	
1				Contract Terminated & Contract Reinstated
2	5-1-09	6-30-09		Contract Extension

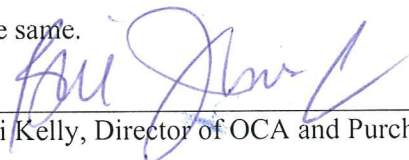
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 PURCHASING DEPARTMENT
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This modification 2 changes the contract as follows:

It extends the contract from May 1, 2009 To June 30, 2009.

All other terms and conditions remain the same.

Approved by the City:



 Naomi Kelly, Director of OCA and Purchaser

3-9-09
 Date

Approved by Contractor:



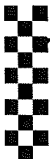
 Signature

3/27/09
 Date

Name and title

Pres - George Lynch

Please sign and return one original. The second original is for your records.



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

Lynch & Sons Van & Storage Co.
408 Santa Florita Avenue
Millbrae CA 94030
Attn: George A. Lynch Jr.

Date May 1, 2008

Contract Proposal No. 68613

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.

REINSTATEMENT OF CONTRACT CONTRACT EXTENSION/PRICE INCREASE

For furnishing and delivering **Moving Services; Office Furniture and Equipment.**

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

By mutual agreement, prices have increased in accordance with General Condition No. **52, Prevailing Rate of Wages Required;** Effective **April 22, 2008 through April 30, 2009** with a rate increase of **8.98%** will be allowed on Items **2, 3, 6, 7, 10, 11, 14, 15** and a **16.15%** increase for items **1, 4, 5, 8, 9, 12, 13, 16** (See Attachment "A").

The following conditions have been added to Contract 68613 (See Attachment "B").

- 91. Food Service Waste Reduction Requirements
- 92. 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.**

Bill Jones 5-6-08
 As the duly appointed Purchaser Date
 of the City and County of San Francisco

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Lynch & Sons
 By *George A. Lynch Jr.* Pres
 Signature Title
 Date 5/6/08

G:\DOCS\Contract Development Forms\Contract Modification\Mod of Prices 1-08

Item No.	Description	New Increase 8.98%	Old Rate per man hour	New Rate per man hour
Straight Time: Monday – Friday				
2.	Rate per hour for Vehicle with Driver	\$ <u>3.23</u>	\$ <u>36.00</u>	\$ <u>39.23</u>
3.	Rate per hour for each Helper	\$ <u>3.23</u>	\$ <u>36.00</u>	\$ <u>39.23</u>
Overtime:				
6.	Rate per hour for Vehicle with Driver	\$ <u>3.23</u>	\$ <u>36.00</u>	\$ <u>39.23</u>
7.	Rate per hour for each Helper	\$ <u>3.23</u>	\$ <u>36.00</u>	\$ <u>39.23</u>
Saturday:				
10.	Rate per hour for Vehicle with Driver	\$ <u>3.23</u>	\$ <u>36.00</u>	\$ <u>39.23</u>
11.	Rate per hour for each Helper	\$ <u>3.23</u>	\$ <u>36.00</u>	\$ <u>39.23</u>
Sunday or Legal Holiday:				
14.	Rate per hour for Vehicle with Driver	\$ <u>3.23</u>	\$ <u>36.00</u>	\$ <u>39.23</u>
15.	Rate per hour for each Helper	\$ <u>3.23</u>	\$ <u>36.00</u>	\$ <u>39.23</u>

Item No.	Description	New Increase 16.15%	Old Rate per man hour	New Rate per man hour
Straight Time: Monday – Friday				
1.	Rate per hour for Packer	\$ <u>3.23</u>	\$ <u>20.00</u>	\$ <u>23.23</u>
4.	Rate per hour for Installer	\$ <u>3.23</u>	\$ <u>20.00</u>	\$ <u>23.23</u>
Overtime:				
5.	Rate per hour for Packer	\$ <u>3.23</u>	\$ <u>20.00</u>	\$ <u>23.23</u>
8.	Rate per hour for Installer	\$ <u>3.23</u>	\$ <u>20.00</u>	\$ <u>23.23</u>
Saturday:				
9.	Rate per hour for Packer	\$ <u>3.23</u>	\$ <u>20.00</u>	\$ <u>23.23</u>
12.	Rate per hour for Installer	\$ <u>3.23</u>	\$ <u>20.00</u>	\$ <u>23.23</u>
Sunday or Legal Holiday:				
13.	Rate per hour for Packer	\$ <u>3.23</u>	\$ <u>20.00</u>	\$ <u>23.23</u>
16.	Rate per hour for Installer	\$ <u>3.23</u>	\$ <u>20.00</u>	\$ <u>23.23</u>

91. 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.

92. 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.