

Jul. 15. 2009 3:41PM

No. 5577 P. 2

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

Fire Extinguisher Servicing

International Fire, Inc.
Attention: Michael Giometti
765 Pennsylvania Avenue
San Francisco, CA 94107-3411

Date: 06-18-09
Buyer Name: Gwen Williams
Term contract: 85614
Type: Indefinite quantity
Not-to-exceed amount: \$1,500,000

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

Modification	Start date	End date	Amount	Other changes
Original contract	07-01-05	06-30-08	\$ 1,500,000	
1	07-1-08	06-30-09		Price Increase
2	07-1-09	06-30-10		Price Increase

This modification 2 changes the contract as follows:

It extends the contract from July 1st, 2009 to June 30th, 2010.

In addition, by mutual agreement, prices will increase in accordance with Special Conditions No. 77, Price Adjustment. Therefore, effective July 1, 2009 an increase of 5% will be allowed on all items as indicated in Attachment "A," Award Sheets.

All other terms and conditions remain the same.

Approved by the City:

Naomi Kelly, Director of OCA and Purchaser

7-10-09
Date

Approved by Contractor:

Signature

7-16-09
Date

Name and title

ERICH LICHTHARDT GEN. MGR.

Sign and return one original. The duplicate original is for your files.

P-280 (2-09-09)

Received Time Jul. 16. 2009 9:02AM No. 5585

ITEM NO.	DESCRIPTION	OLD PRICE	UNIT of MEASURE	NEW PRICE
REFILL EXTINGUISHER (Including Chemicals)				
1	2½ Gal. Pressurized Water Extinguisher	\$ 8.40	each	\$ 8.82
2	5 lb. CO2 Extinguisher	\$ 9.98	"	\$ 10.47
3	10 lb. CO2 Extinguisher	\$ 13.13	"	\$ 13.78
4	15 lb. CO2 Extinguisher	\$ 14.18	"	\$ 14.88
5	20 lb. CO2 Extinguisher	\$ 19.43	"	\$ 20.40
6	2½ to 2¾ lb. Extinguisher, Dry Chemical	\$ 9.98	"	\$ 10.47
7	5 to 6 lb. Extinguisher, Dry Chemical	\$ 12.60	"	\$ 13.23
8	10 lb. Extinguisher, Dry Chemical	\$ 16.80	"	\$ 17.64
9	20 lb. Extinguisher, Dry Chemical	\$ 29.40	"	\$ 30.87
10	2½ to 22 lb. Halon Refill, Dry Chemical	\$ 15.75	"	\$ 16.54
11	Halon FM200 Refill (SF Muni System) (refill cylinders 4 cylinders at 500lb. each est. once per year)	\$ 27.30	lb	\$ 28.67
12	Halotron Refill (SF Airport System) (refill cylinders, 4 cylinders at 500 lb. each est. once per year)	\$ 14.70	lb	\$ 15.44
13	K-type for kitchen use	\$ 51.45	each	\$ 54.02
ANNUAL SERVICE				
14	2½ Gal. Pressurized WATER Extinguisher, Serviced	\$ 8.40	each	\$ 8.82
15	2½ lb. to 20 lb. CO2 Extinguisher, Serviced	\$ 8.40	"	\$ 8.82
16	50 lb. to 100 lb. CO2 Dry Chemical Wheeled Units, Serviced	\$ 18.90	"	\$ 19.85
17	2½ lb. to 20 lb. DRY CHEMICAL Extinguisher, Service	\$ 8.93	"	\$ 9.37
18	2½ to 20 lb., DRY CHEMICAL Extinguisher, 6 yr. Maintenance	\$ 8.93	"	\$ 9.37
19	All sizes HALON 1211 (portable) Extinguishers, Serviced	\$ 8.93	"	\$ 9.37
20	All sizes HALON and HALOTRON, 6-Year, Maintenance	\$ 19.43	"	\$ 20.40
HYDROSTATIC TEST				
21	2½ Gal. Pressurized Water Extinguisher	\$ 8.40	each	\$ 8.82
22	2½ lb. to 20 lb. CO2 Extinguisher	\$ 15.75	"	\$ 16.54
23	All sizes of Dry Chemical, DOT and NON-DOT Cylinders (Every 12-year test)	\$ 12.60	"	\$ 13.23
24	All sizes of HALON and HALOTRON	\$ 16.80	"	\$ 17.64
25	Cartridge EXCHANGE 10 to 30 lb. CO2	\$ 9.71	"	\$ 10.20
26	Powder, Bulk, Dry Chemical ABC	\$ 1.31	lb	\$ 1.38
27	Halon 1211 or 1301	\$ 14.70	"	\$ 15.44
28	Additional Hourly Labor Charge (Repair of Cabinets, Hose racks etc.)	\$ 52.50	hrly	\$ 55.13
29	HOOD CERTIFICATION (Semi-annual certification on Dry Chemical Systems)	\$ 131.25	system	\$ 137.81

ITEM NO.	DESCRIPTION	OLD PRICE	UNIT of MEASURE	NEW PRICE
HYDROSTATIC TEST				
30	HALON, HALOTRON AND FM200 SYSTEM SERVICE (Annual inspection)	\$ 367.50	"	\$ 385.88

REPLACEMENT PARTS				
31	O Rings (except water pressurized) - Small	\$ 1.05	each	\$ 1.10
32	O Rings (except water pressurized) - Medium	\$ 1.05	"	\$ 1.10
33	O Rings (except water pressurized) - Large	\$ 1.31	"	\$ 1.38
34	O Rings, (For water pressurized) - Small	\$ 2.63	"	\$ 2.76
35	O Rings, (For water pressurized) - Large	\$ 3.68	"	\$ 3.86
36	Pull Pins - Small	\$ 1.05	"	\$ 1.10
37	Pull Pins - Large	\$ 1.05	"	\$ 1.10
38	Fire Extinguisher wall mounts	\$ 5.25	"	\$ 5.51
39	Locks (LL-24 Lock set)	\$ 13.13	"	\$ 13.78
40	Dry Chemical Valve Stems	\$ 6.83	"	\$ 7.17
41	Cabinet Glass	\$ 10.45	"	\$ 10.97
42	Fire Extinguisher Labels	\$ 2.10	"	\$ 2.21
43	Fire Extinguisher Signs - Small	\$ 3.68	"	\$ 3.86
44	Fire Extinguisher Signs - Large	\$ 4.73	"	\$ 4.96
45	Hose Inspection for deterioration or rotting	\$ 8.40	"	\$ 8.82
46	Hose refolding and hanging	\$ 8.40	"	\$ 8.82
47	Discharge hoses for extinguishers - 5 lb. Amerex	\$ 15.75	"	\$ 16.54
48	Discharge hoses for extinguishers - 10 lb. Amerex	\$ 15.75	"	\$ 16.54
49	Discharge hoses for extinguishers - 5 lb. Badger	\$ 15.75	"	\$ 16.54
50	Discharge hoses for extinguishers - 10 lb. Badger	\$ 15.75	"	\$ 16.54
51	Discharge hoses for extinguishers - All others	\$ 15.75	"	\$ 16.54
52	Fire Hose Adjustable: 1½" Plastic Fog Nozzle	\$ 14.18	"	\$ 14.88
53	Gauges - G-100G	\$ 7.88	"	\$ 8.27
54	Gauges - All others	\$ 6.30	"	\$ 6.62
55	CO2 Hoses - 10 lb. 18"	\$ 11.03	"	\$ 11.58
56	CO2 Hoses - 15 lb. 32"	\$ 11.03	"	\$ 11.58
57	CO2 Horns - 5 lb.	\$ 7.88	"	\$ 8.27
58	CO2 Horns - 10 lb.	\$ 10.45	"	\$ 10.97
59	CO2 Horns - 15 lb.	\$ 10.45	"	\$ 10.97
60	CO2 Horns - 20 lb.	\$ 11.55	"	\$ 12.13
61	CO2 Head Assembly - 5 lb.	\$ 40.95	"	\$ 43.00
62	CO2 Head Assembly - 10 lb.	\$ 42.00	"	\$ 44.10
63	CO2 Head Assembly - 15 lb.	\$ 44.10	"	\$ 46.31

ITEM NO.	DESCRIPTION	OLD PRICE	UNIT of MEASURE	NEW PRICE
64	CO2 Head Assembly - 20 lb.	\$ 47.25	"	\$ 49.61
65	CO2 Rubber Handle	\$ 9.98	"	\$ 10.47
66	CO2 Horn and Arm Assembly, 5 lb.	\$ 27.30	"	\$ 28.67
67	Siphon Tubes, plastic, all types - Small	\$ 7.35	"	\$ 7.72
68	Siphon Tubes, plastic, all types - Medium	\$ 8.93	"	\$ 9.37
69	Siphon Tubes, plastic, all types - Large	\$ 9.45	"	\$ 9.92
70	Siphon Tubes, metal, all types - Small	\$ 9.45	each	\$ 9.92
71	Siphon Tubes, metal, all types - Medium	\$ 9.71	"	\$ 10.20
72	Siphon Tubes, metal, all types - Large	\$ 9.98	"	\$ 10.47
73	Corrosion Inhibitor	\$ 7.35	"	\$ 7.72
74	Fusible Links for Hood Systems	\$ 15.75	"	\$ 16.54
75	AMEREX or BADGER 5lb. Extinguishers 3A-40BC	\$ 41.48	"	\$ 43.55
76	AMEREX or BADGER 10 lb. Extinguishers 4A-80BC	\$ 54.60	"	\$ 57.33
77	AMEREX or BADGER 20 lb. Extinguishers 20A-120BC	\$ 87.68	"	\$ 92.06
78	5 lb. Vehicle brackets	\$ 11.55	"	\$ 12.13
79	10 lb. Vehicle brackets	\$ 17.85	"	\$ 18.74
80	20 lb. Vehicle brackets	\$ 27.30	"	\$ 28.67
81	1½" x 50 ft. Rack and Reel Fire Hose	\$ 78.75	"	\$ 82.69
82	1½" x 75 ft. Rack and Reel Fire Hose	\$ 91.35	"	\$ 95.92
83	1½" x 100 ft. Rack and Reel Fire Hose	\$ 115.50	"	\$ 121.28
84	Class K, Kitchen Unit	\$ 195.30	"	\$ 205.07

Jul. 28. 2008 8:31AM

No. 0520 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. 1

Indefinite Quantity

International Fire, Inc.
765 Pennsylvania Avenue
San Francisco, CA 94107-3411
Attn: Michael Giometti

Date July 25, 2008

Contract Proposal No. 85614

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 and Price Increase

For furnishing and delivering **Fire Extinguisher Servicing.**

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

Also by mutual agreement, prices have increased in accordance with Special Condition No. **77, Price.** Effective **July 1, 2008** an increase of **5%** will be allowed on all Items as indicated below: (See Attachment A).

The following condition has been added to contract 85614 (See Attachment B).

- 88. Food Service Waste Reduction Requirements.
- 89. 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.**

Michael Giometti 7/25/08
 As the duly appointed Purchaser of the City and County of San Francisco Date

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor International Fire Inc. - Akiko Giometti
 By *Akiko Giometti* / President / owner
 Signature Title
 Date 7/28/08

Item No.	Description	Old Price per Unit	New Price per Unit
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REFILL EXTINGUISHER (Including Chemicals)

1.	2½ Gal. Pressurized Water Extinguisher	\$ <u>8.00</u> ea.	\$ <u>8.40</u> ea.
2.	5 lb. CO ₂ Extinguisher	\$ <u>9.50</u> ea.	\$ <u>9.98</u> ea.
3.	10 lb. CO ₂ Extinguisher	\$ <u>12.50</u> ea.	\$ <u>13.13</u> ea.
4.	15 lb. CO ₂ Extinguisher	\$ <u>13.50</u> ea.	\$ <u>14.18</u> ea.
5.	20 lb. CO ₂ Extinguisher	\$ <u>18.50</u> ea.	\$ <u>19.43</u> ea.
6.	2½ to 2¾ lb. Extinguisher, Dry Chemical	\$ <u>9.50</u> ea.	\$ <u>9.98</u> ea.
7.	5 to 6 lb. Extinguisher, Dry Chemical	\$ <u>12.00</u> ea.	\$ <u>12.60</u> ea.
8.	10 lb. Extinguisher, Dry Chemical	\$ <u>16.00</u> ea.	\$ <u>16.80</u> ea.
9.	20 lb. Extinguisher, Dry Chemical	\$ <u>28.00</u> ea.	\$ <u>29.40</u> ea.
10.	2½ to 22 lb. Halon Refill, Dry Chemical	\$ <u>15.00</u> ea.	\$ <u>15.75</u> ea.
11.	Halon FM200 Refill (SF Muni System) (refill cylinders, 4 cylinders at 500 lb. each estimated once per year)	\$ <u>26.00</u> lb.	\$ <u>27.30</u> lb.
12.	Halotron Refill (SF Airport System) (refill cylinders, 4 cylinders at 500 lb. each estimated once per year)	\$ <u>14.00</u> lb.	\$ <u>14.70</u> lb.
13.	K-type for kitchen use	\$ <u>49.00</u> ea.	\$ <u>51.45</u> ea.

ANNUAL SERVICE

14.	2½ Gal. Pressurized WATER Extinguisher, Serviced	\$ <u>8.00</u> ea.	\$ <u>8.40</u> ea.
15.	2½ lb. to 20 lb. CO ₂ Extinguisher, Serviced	\$ <u>8.00</u> ea.	\$ <u>8.40</u> ea.
16.	50 lb. to 100 lb. CO ₂ Dry Chemical Wheeled Units, Serviced	\$ <u>18.00</u> ea.	\$ <u>18.90</u> ea.
17.	2½ lb. to 20 lb. DRY CHEMICAL Extinguisher, Service	\$ <u>8.50</u> ea.	\$ <u>8.93</u> ea.
18.	2½ to 20 lb., DRY CHEMICAL Extinguisher, 6 yr. Maintenance	\$ <u>8.50</u> ea.	\$ <u>8.93</u> ea.
19.	All sizes HALON 1211 (portable) Extinguishers, Serviced	\$ <u>8.50</u> ea.	\$ <u>8.93</u> ea.
20.	All sizes HALON and HALOTRON, 6-Year, Maintenance	\$ <u>18.50</u> ea.	\$ <u>19.43</u> ea.

Attachment "A" Award Sheets

Contract No. 85614

Contract Modification No. 1

Fire Extinguisher Servicing

July 25, 2008

Item No.	Description	Old Price per Unit	New Price per Unit
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HYDROSTATIC TEST

21.	2½ Gal. Pressurized Water Extinguisher	\$ <u>8.00</u> ea.	\$ <u>8.40</u> ea.
22.	2½ lb. to 20 lb. CO ₂ Extinguisher	\$ <u>15.00</u> ea.	\$ <u>15.75</u> ea.
23.	All sizes of Dry Chemical, DOT and NON-DOT Cylinders (Every 12-year test)	\$ <u>12.00</u> ea.	\$ <u>12.60</u> ea.
24.	All sizes of HALON and HALOTRON	\$ <u>16.00</u> ea.	\$ <u>16.80</u> ea.
25.	Cartridge EXCHANGE 10 to 30 lb. CO ₂	\$ <u>9.25</u> ea.	\$ <u>9.71</u> ea.
26.	Powder, Bulk, Dry Chemical ABC	\$ <u>1.25</u> lb.	\$ <u>1.31</u> lb.
27.	Halon 1211 or 1301	\$ <u>14.00</u> lb.	\$ <u>14.70</u> lb.
28.	Additional Hourly Labor Charge (Repair of Cabinets, Hose racks, etc.)	\$ <u>50.00</u> hr.	\$ <u>52.50</u> hr.
29.	HOOD CERTIFICATION (Semi-annual certification on Dry Chemical Systems)	\$ <u>125.00</u> /system	\$ <u>131.25</u> /system
30.	HALON, HALOTRON AND FM200 SYSTEM SERVICE (Annual inspection)	\$ <u>350.00</u> /system	\$ <u>367.50</u> /system

REPLACEMENT PARTS

31.	"O" Rings (except water pressurized) – Small	\$ <u>1.00</u> ea.	\$ <u>1.05</u> ea.
32.	"O" Rings (except water pressurized) – Medium	\$ <u>1.00</u> ea.	\$ <u>1.05</u> ea.
33.	"O" Rings (except water pressurized) – Large	\$ <u>1.25</u> ea.	\$ <u>1.31</u> ea.
34.	"O" Rings, (For water pressurized) – Small	\$ <u>2.50</u> ea.	\$ <u>2.63</u> ea.
35.	"O" Rings, (For water pressurized) – Large	\$ <u>3.50</u> ea.	\$ <u>3.68</u> ea.
36.	Pull Pins – Small	\$ <u>1.00</u> ea.	\$ <u>1.05</u> ea.
37.	Pull Pins – Large	\$ <u>1.00</u> ea.	\$ <u>1.05</u> ea.
38.	Fire Extinguisher wall mounts	\$ <u>5.00</u> ea.	\$ <u>5.25</u> ea.
39.	Locks (LL-24 Lock set)	\$ <u>12.50</u> ea.	\$ <u>13.13</u> ea.
40.	Dry Chemical Valve Stems	\$ <u>6.50</u> ea.	\$ <u>6.83</u> ea.

Item No.	Description	Old Price per Unit	New Price per Unit
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REPLACEMENT PARTS (Continued)

41.	Cabinet Glass	\$ <u>9.95</u> ea.	\$ <u>10.45</u> ea.
42.	Fire Extinguisher Labels	\$ <u>2.00</u> ea.	\$ <u>2.10</u> ea.
43.	Fire Extinguisher Signs – Small	\$ <u>3.50</u> ea.	\$ <u>3.68</u> ea.
44.	Fire Extinguisher Signs – Large	\$ <u>4.50</u> ea.	\$ <u>4.73</u> ea.
45.	Hose Inspection for deterioration or rotting	\$ <u>8.00</u> ea.	\$ <u>8.40</u> ea.
46.	Hose refolding and hanging	\$ <u>8.00</u> ea.	\$ <u>8.40</u> ea.
47.	Discharge hoses for extinguishers – 5 lb. Amerex	\$ <u>15.00</u> ea.	\$ <u>15.75</u> ea.
48.	Discharge hoses for extinguishers – 10 lb. Amerex	\$ <u>15.00</u> ea.	\$ <u>15.75</u> ea.
49.	Discharge hoses for extinguishers – 5 lb. Badger	\$ <u>15.00</u> ea.	\$ <u>15.75</u> ea.
50.	Discharge hoses for extinguishers – 10 lb. Badger	\$ <u>15.00</u> ea.	\$ <u>15.75</u> ea.
51.	Discharge hoses for extinguishers – All others	\$ <u>15.00</u> ea.	\$ <u>15.75</u> ea.
52.	Fire Hose Adjustable: 1½" Plastic Fog Nozzle	\$ <u>13.50</u> ea.	\$ <u>14.18</u> ea.
53.	Gauges – G-100G	\$ <u>7.50</u> ea.	\$ <u>7.88</u> ea.
54.	Gauges – All others	\$ <u>6.00</u> ea.	\$ <u>6.30</u> ea.
55.	CO ₂ Hoses – 10 lb. 18"	\$ <u>10.50</u> ea.	\$ <u>11.03</u> ea.
56.	CO ₂ Hoses – 15 lb. 32"	\$ <u>10.50</u> ea.	\$ <u>11.03</u> ea.
57.	CO ₂ Horns – 5 lb.	\$ <u>7.50</u> ea.	\$ <u>7.88</u> ea.
58.	CO ₂ Horns – 10 lb.	\$ <u>9.95</u> ea.	\$ <u>10.45</u> ea.
59.	CO ₂ Horns – 15 lb.	\$ <u>9.95</u> ea.	\$ <u>10.45</u> ea.
60.	CO ₂ Horns – 20 lb.	\$ <u>11.00</u> ea.	\$ <u>11.55</u> ea.
61.	CO ₂ Head Assembly – 5 lb.	\$ <u>39.00</u> ea.	\$ <u>40.95</u> ea.
62.	CO ₂ Head Assembly – 10 lb.	\$ <u>40.00</u> ea.	\$ <u>42.00</u> ea.
63.	CO ₂ Head Assembly – 15 lb.	\$ <u>42.00</u> ea.	\$ <u>44.10</u> ea.
64.	CO ₂ Head Assembly – 20 lb.	\$ <u>45.00</u> ea.	\$ <u>47.25</u> ea.
65.	CO ₂ Rubber Handle	\$ <u>9.50</u> ea.	\$ <u>9.98</u> ea.
66.	CO ₂ Horn and Arm Assembly, 5 lb.	\$ <u>26.00</u> ea.	\$ <u>27.30</u> ea.
67.	Siphon Tubes, plastic, all types – Small	\$ <u>7.00</u> ea.	\$ <u>7.35</u> ea.

Item No.	Description	Old Price per Unit	New Price per Unit
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REPLACEMENT PARTS (Continued)

68.	Siphon Tubes, plastic, all types – Medium	\$ <u>8.50</u> ea.	\$ <u>8.93</u> ea.
69.	Siphon Tubes, plastic, all types – Large	\$ <u>9.00</u> ea.	\$ <u>9.45</u> ea.
70.	Siphon Tubes, metal, all types – Small	\$ <u>9.00</u> ea.	\$ <u>9.45</u> ea.
71.	Siphon Tubes, metal, all types – Medium	\$ <u>9.25</u> ea.	\$ <u>9.71</u> ea.
72.	Siphon Tubes, metal, all types – Large	\$ <u>9.50</u> ea.	\$ <u>9.98</u> ea.
73.	Corrosion Inhibitor	\$ <u>7.00</u> ea.	\$ <u>7.35</u> ea.
74.	Fusible Links for Hood Systems	\$ <u>15.00</u> ea.	\$ <u>15.75</u> ea.
75.	AMEREX or BADGER 5lb. Extinguishers 3A-40BC	\$ <u>39.50</u> ea.	\$ <u>41.48</u> ea.
76.	AMEREX or BADGER 10 lb. Extinguishers 4A-80BC	\$ <u>52.00</u> ea.	\$ <u>54.60</u> ea.
77.	AMEREX or BADGER 20 lb. Extinguishers 20A-120BC	\$ <u>83.50</u> ea.	\$ <u>87.68</u> ea.
78.	5 lb. Vehicle brackets	\$ <u>11.00</u> ea.	\$ <u>11.55</u> ea.
79.	10 lb. Vehicle brackets	\$ <u>17.00</u> ea.	\$ <u>17.85</u> ea.
80.	20 lb. Vehicle brackets	\$ <u>26.00</u> ea.	\$ <u>27.30</u> ea.
81.	1½" x 50 ft. Rack and Reel Fire Hose	\$ <u>75.00</u> ea.	\$ <u>78.75</u> ea.
82.	1½" x 75 ft. Rack and Reel Fire Hose	\$ <u>87.00</u> ea.	\$ <u>91.35</u> ea.
83.	1½" x 100 ft. Rack and Reel Fire Hose	\$ <u>110.00</u> ea.	\$ <u>115.50</u> ea.
84.	Class K, Kitchen Unit	\$ <u>186.00</u> ea.	\$ <u>195.30</u> ea.

88. Food Service Waste Reduction Requirements

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.

89. 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.)