

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

Second Amendment

THIS AMENDMENT (this "Amendment") is made as of March 15, 2010, in San Francisco, California, by and between **Agurto Corporation DBA PESTEC, 1555 Yosemite Ave. # 46, San Francisco, CA 94124** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the contract duration and update standard contractual clauses;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

a. Agreement. The term "Agreement" shall mean the Agreement dated the 22nd day of January, 2008, as modified by the First Amendment dated January 5, 2010 between Contractor and City.

b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. Section 2. Term of the Agreement currently reads as follows:

Subject to Section 1, the term of this Agreement shall be from February 1, 2008 to December 31, 2010. The parties may by mutual agreement in writing, exercise options to extend the contract for periods up to one year for a total term not to exceed 5 years.

Such section is hereby amended in its entirety to read as follows:

Subject to Section 1, the term of this Agreement shall be from February 1, 2008 to December 31, 2011. The parties may by mutual agreement in writing, exercise options to extend the contract for periods up to one year for a total term not to exceed 5 years.

2b. Appendix B is hereby replaced in its entirety by Appendix B-1, attached hereto and incorporated to this document.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the **15th day of March, 2010.**

4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

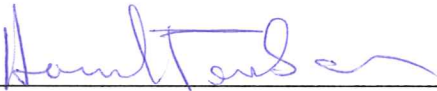
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

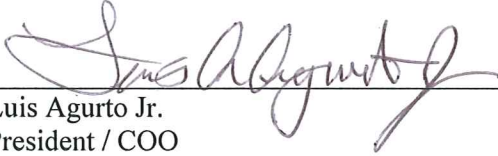
CITY

CONTRACTOR

Recommended by:

Agurto Corporation DBA PESTEC





Luis Agurto Jr.
President / COO

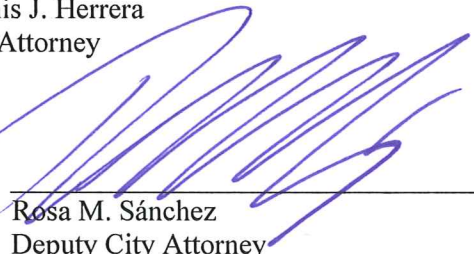
Office of Contract Administration

City vendor number: 69455

Approved as to Form:

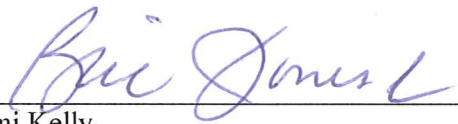
Dennis J. Herrera
City Attorney

By:



Rosa M. Sanchez
Deputy City Attorney

Approved:



Naomi Kelly
Director of the Office of Contract Administration,
and Purchaser

**Appendix B-1
Calculation of Charges**

Under no circumstances shall the total amount billed or paid under this Agreement exceed the amount set forth in Section 5 Compensation. No charges or payments for travel, meals, coping, telephones or other administrative costs shall be made. Each monthly invoice will reflect a 5% (five percent) discount for payments made in full within 30 days of receipt and authorization of an invoice on the form approved by the city.

A.	Emergency services per man hour	\$ 82.00
B.	Short Term Services per man hour	\$ 82.00
C.	Ongoing Services per man hour	\$ 82.00
D.	Training and Consultation services per man hour.	\$ 1.00

User departments may, in their discretion, negotiate a flat monthly rate for all services based on the amount set forth above for Ongoing Services.

All costs for materials and supplies shall be billed at contractor's cost plus a percentage to be negotiated by each participating department buy in no event to exceed 30%.

The user department may opt to allow the Contractor to make minor IPM structural repairs at the ongoing service hourly rate at a cost not to exceed \$500 per incident.