

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 3

Auctioning Service, Disposal of Surplus Items

First Capital Auction, Inc.
 Attn: Eric Smith
 50 Solano Avenue
 Vallejo, CA 94590

Date: 03-08-10
 Buyer Name: Deirdre Darley
 Term contract: 68332
 City Blanket No. BPSF0000 3120
 Type: Indefinite quantity
 Not-to-exceed amount: \$ -0-

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

Modification	Start date	End date	Amount	Other changes
Original contract	11-01-05	10-31-07	\$-0-	
1	11-01-07	10-31-08		added conditions
2	11-01-08	10-31-09		
3	11-01-09	04-30-10		Replace Language & Price changes

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This modification 3 changes the contract as follows:

It extends the contract from November 1, 2009 TO April 30, 2010.

The following condition "72 Price" D has been replaced (See Attachment "A") In addition, revised award sheets section A and Section B. (See Attachment "B")

All other terms and conditions remain the same.

Approved by the City:

Naomi Kelly
 Naomi Kelly, Director of OCA and Purchaser

3-11-10
 Date

Approved by Contractor:

Eric Smith
 Signature

3-18-10
 Date

Name and title

Eric Smith, President

72. **PRICE**

- D. Bid prices for Section A items shall be in the form of commission fees, as a percentage of the gross selling price of item or lot. Auction entry fees and buyer's premiums may **not** be applied to the sale of any City-owned surplus.

Replaced

72. **PRICE**

- D. Bid prices for Section A items shall be in the form of commission fees, as a percentage of the gross selling price of item or lot. **A buyers' premium of 10% may be applied to the sale of any city-owned surplus.**

**REVISED AWARD SHEET
 For Section A and B**

Item No.	Section A – Commissions: As a percentage of sold price for surplus consigned. (Buyer's premium not allowed.)	Estimates: Total Qty. Sold & Gross Proceeds	OLD Bid Amount: % of Commission	NEW Bid Amount: % of Commission
1.	Operating vehicles including cars, trucks, vans, buses, materials handling or specially equipped vehicles, and trailers.	<i>647 Vehicles</i> \$661,612	9%	7%
2.	Non-operating vehicles including cars, trucks, vans, buses, and other materials handling or specially equipped vehicles, and trailers.	<i>326 Vehicles</i> \$152,067	9%	7%
3.	Miscellaneous materials, supplies and equipment – working or not.	1,032 Lots \$186,987	15%	13%
4.	Any item from the above categories whose sold lot price exceeds \$50,000.	<i>2 Lots</i> \$150,101	5%	2%
5.	Any item from the above categories whose sold lot price exceeds \$100,000.	<i>3 Lots</i> \$423,627	5%	2%
	Section B – Transportation Charges: In US dollars to transport surplus to the auctioneer's facility.	Estimates: Total Vehicles & Loads	OLD Bid Amount: Per Vehicle or Load	NEW Bid Amount: Per Vehicle or Load
6.	Carrier Transport, multiple operating vehicles.	580 Vehicles	\$ <u>50.00</u> /vehicle	\$ <u>75.00</u> /vehicle
7.	Towing standard single, operating & non-operating vehicles.	76 Vehicles	\$ <u>150.00</u> /vehicle	\$ <u>175.00</u> /vehicle
8.	Trailer, low bed.	60 Loads	\$ <u>375.00</u> /load	\$ <u>400.00</u> /load
9.	Truck, 20' – 24', flatbed and enclosed.	36 Loads	\$ <u>400.00</u> /load	N/C
10.	Trailer, 40' – 48', flatbed and enclosed.	12 Loads	\$ <u>450.00</u> /load	N/C
13.	Minor repairs to vehicles to pass safety and smog check	20 hours	\$ <u>75.00</u> /hour	N/C

***Estimates:** Based on transactions of prior contract for the period of Jan. 1, 2003 – Dec. 31, 2004.

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CONTRACT MODIFICATION NO. 2

Indefinite Quantity

First Capital Auction Inc.
50 Solano Avenue
Vallejo, CA 94590
Attn: Eric Smith

Date October 21, 2008

Contract Proposal No. 68332

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 Auctioning Services, Disposal of Surplus Items.

By mutual agreement, the contract is extended an additional twelve (12) months for the term **November 1, 2008 through October 31, 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.**

Eric Smith 10-28-08
As the duly appointed Purchaser of the City and County of San Francisco Date

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor FIRST CAPITAL AUCTION/INC.
By *[Signature]* President
Signature Title
Date 10/29/08



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.1

Indefinite Quantity

First Capital Auction Inc.
50 Solano Avenue
Vallejo, CA 94590
Attn: Eric Smith

Date October 23, 2007

Contract Proposal No. 68332

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 **Auctioning Services, Disposal of Surplus Items.**

By mutual agreement, the contract is extended an additional **twelve(12)** months for the term **November 1, 2007 through October 31, 2008.**

The following conditions have been added to Contract 68332 (See Attachment "A")

- 82. Food Service Waste Reduction Requirements
- 83. Cooperative Agreement
- 84. 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.**

[Signature] 11-20-07
 _____ Date
 As the duly appointed Purchaser
 of the City and County of San Francisco

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor First Capital Auction Inc.
 By *[Signature]* president
 Signature Title
 Date 11-26-07

Attachment "A"
Contract No. 68332
Modification No. 1

Auctioning Services, Disposal of Surplus Items.
October 23, 2007

Add the following conditions:

82. 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.

83. Cooperative Agreement

Contractor agrees or does not agree (make a selection by an "X" mark) that during the term of this agreement and any authorized extension, the Director of Purchasing may allow other public agencies or non-profits made up of multiple public agencies to utilize this agreement to obtain some or all of the services and/or commodities to be provided by Contractor under the same terms and conditions as the City, pursuant to a Board of Supervisor Resolution.

84. 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.)