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 5

Street and Sewer Concrete and Cement Material

Bode Concrete LLC
Attn: Randy Borgman
385 Mendell Street
San Francisco, CA 94124
E-mail: www.bodeconcrete.com

Date	10-14-10
Buyer Name:	Darlene Frohm
Term contract:	75931
City Blanket No.	BPSF 00003116
Type:	Indefinite quantity
Not-to-exceed amount:	$ 3,500,000

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

Modification	Start date	End date	Amount	Other changes
Original contract	08-01-05	07-31-08	$ 3,000,000	
1	No Change	No Change		Deleted Delivery to location Outside San Francisco
2	No Change	No Change		Items added, Price Increased
3	08-01-08	07-31-09		Add: Food Svc Waste Reduction and Graffiti Removal
4	08-01-09	07-31-10		Contract Extension
5	08-01-10	07-31-11	$ 3,500,000	3% Price Decrease/Add new items and Revised Various Conditions

This modification 5 changes the contract as follows:

It extends the contract from August 1, 2010 through July 31, 2011 and increases the contract amount to $3,500,000. The following items received a 3% price decrease; see Attachment A. New items have been added to the contract; see Attachment B. In addition, various conditions have been revised and added in the contract; see Attachment C.

All other terms and conditions remain the same.

Approved by the City: Naomi Kelly, Director of OCA and Purchaser — Date: 10/20/2010

Approved by Contractor: Signature — Date: 10/20/2010

Name and title: Randy Boardman

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

P-280 (11/20/09)

Attachment A
Contract 75931
Contract Modification No. 5
Street and Sewer Concrete & Cement Material
October 14, 2010

Attachment "A" - 3% Price Decrease

Item No.	Description	Product No.	OLD PRICE	NEW PRICE
1	6.0 sk ¾" Recycled Ad	604	$ 121.07	$ 117.44
3	6.0 SK 1" 4000 PSI	6012	$ 121.07	$ 117.44
4	5.5 SK ¾" RECY ½# LB	554LB	$ 119.46	$ 115.88
5	5.5 SK 1" PL	5511	$ 118.46	$ 114.91
6	7.0 SK ½" PM AD	7081	$ 126.29	$ 122.50
7	6.0 SK ½ PM AD	60812	$ 121.07	$ 117.44
8	7.0 SK ¾" PM PL 4000 PSI	7012	$ 126.29	$ 122.50
9	1% Calcium Chloride	CC1	$ 0.75	No Change
10	HI CON BLACK/LB	ABLKB	$ 4.00	No Change
11	LAMP BLACK ½ LB/YD	LB 5	$ 1.00	No Change
12	HI CARBON BLACK COLOR/LB	ABLK	$ 4.00	No Change
13	Cartage lds 3 yds or less	W99	$ 80.00	No Change
13	Cartage LDS Between 3.25 &.6.75	W99	$ 60.00	No Change
14	Delivery Charge per Min. Over 5 min/yd	Y2	$ 1.50	No Change
15	3.20 SK 3/8" Bodeflowe CDF	328FLO	$ 113.00	$ 109.61
16	4.0 SK 3/8" Bodeflowe PMP	408FLO	$ 114.00	$ 110.58
17	6.0 SK 1" PM AD-3" Line 4000 PSI/Pronto	6013	$ 121.07	$ 117.44
18	6.0 SK ¾" PL Pronto	6012P	$ 127.07	$ 123.26
19	7.0 SK 1" AD-50% Pront ½	701P2	$ 131.54	$ 127.59
20	7.0 SK 1" PM AD 5000 PSI	7011	$ 128.04	$ 124.20
21	7.0 SK ¾" Pronto 34000 PSI	7012P	$ 133.29	$ 129.29
22	Verifi Microfier @ .5LBS/YD	Verifi	$ 6.00	No Change
23	Non-Chloride Accelerator 1 Dose	NC1	$ 1.20	No Change
24	Pronto Per Sack	Pronto	$ 1.00	No Change
25	Glenium Supe Per Dose	Super	$ 1.50	No Change
26	Fiber at 1.50 lb/ Dose	Mfiber	$ 7.50	No Change
27 3A	Mixer Washouts	XM	$ 40.00	No Change
27 3B	Dumb Truck Washouts – Less than 2yrds	XD	$ 40.00	No Change
27 3C	Dumb Truck Washouts – More than 2 yds	XD2	$ 70.00	No Change
27 3D	Small Concrete Pump	XW 1,2,3,4	$ 40.00	No Change
27 3E	Large Concrete Pump	XPL	$ 110.00	No Change
27 3F	Returned Concrete 1.6 YDS or more 5:00 A.M. – 4:30 P.M.	XC	$ 40.00	No Change
27 3G	Returned Concrete 1.5 YDS or more 4:30P.M. – 5:00 A.M.	XCN	$ 60.00	No Change

Attachment B
Contract 75931
Contract Modification No. 5
Street and Sewer Concrete & Cement Material
October 14, 2010

Attachment "B" - New Items Added

Item No.	Description	Product No.	NEW PRICE
1.B	6.0 SK ¾" Recy Base 2% CC	604CC	$ 127.03
1.C	6.0 SK ¾" Recy .5LB LMP BLK/YD	604LB	$ 118.44
4.B	5.5 SK ¾" Recycled AD	554	$ 114.91
5.B	5.5 SK ¾" PM PL	5512	$ 114.91
5.C	5.5 SK 1" Streetbase-Recycled	5511RE	$ 114.91
6.C	7.0 SK ½" PM AD	70801	$ 122.50
6.D	7.0 SK 3/8" Blockfill Grt	70812	$ 122.50
7.B	6.0 SK 3/8" PM AD 3000 PSI	608	$ 118.94
7.C	6.0 SK ½" PM AD	6081	$ 118.94
7.D	6.0 SK ½" PM AD 3000 PSA	60801	$ 118.94
7.E	6 0 SK ½" 30% Slag AD	60801X	$ 118.94
7.F	6 0 SK ½" 30% Slag AD	608X	$ 118.94
7.5	6.0 SK ½" AD – Pronto	608P	$ 124.94
7.H	6.0 SK ½" PM Ad – Retarder	608R	$ 118.94
7.J	7 0 SK ½" 30% Slag 0.45W:C	708X	$ 122.50
9.B	Calcium Chloride	ACC	$ 0.75
9.C	½" % Calcium Chloride	CC.5	$ 0.75
9.D	2% Calcium Chloride	CC2	$ 0.75
11.B	Lamp Black 1 LB/YD	LB1	$ 2.00
11.C	Lamp Black ¾" LB/YD	LB.75	$ 1.50
11.D	Lamp Black 1-1/2" LB/YD	LB1.5	$ 3.00
21.B	7.0 SK ½" PM AD-Pronto	70801P	$ 129.29
22.B	Stealth Mono-Fiber	MONO	$ 6.00/ YD
23.B	Non Chloride Accelerator ½" Dose	NC.5	$.60/CWT
23.C	Non Chloride Accelerator 1 ½" Dose	NC.1.5	$1.80/CWT
23.D	Non Chloride Accelerator 2 Dose	NC2	$2.40/CWT
23.E	Non Chloride Accelerator 3 Dose	NC3	$3.60/CWT
27.H	Driver Premium/HR	T63	$ 60.00
27.I	Early Driver Premium / HR	T63E	$ 100.00
27.J	Early Morning Premium	T630	$ 250.00
27.K	Plant Premium / HR	T64	$ 150.00
27.L	Saturday Charge	W96	$ 10.00
28.A	5.0 SK ¾" PM PL 3000 PSI	5012	$ 111.55
28.B	5.0 SK 1" AD 30% Slag	501X	$ 112.76
29	5.5 SK ½ PM PL	558	$ 114.91
30	6.0 SK 1" AD 30 5 Slag	601X	$ 118.94
31	Lamp Black in Concrete/LB	ALB	$ 2.00

Attachment B
Contract 75931
Contract Modification No. 5
Street and Sewer Concrete & Cement Material
October 14, 2010

Attachment "B" - New Items Added

Item No.	Description	Product No.	NEW PRICE
32	Underground RD – 25# Bags	ARED	$ 62.50
33	DC Adobe	DC001	$ 15.62
33.B	DC Brick Red	DC006	$ 17.81
34	Color	MCOLOR	$ 1.00

Attachment C
Contract 75931
Contract Modification No. 5
Street and Sewer Concrete & Cement Material
October 14, 2010

Section 29. Submitting False Claims; Monetary Penalties has been revised and replaced with the following:

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at

http://www.municode.com/Library/clientCodePage.aspx?clientID=4201.

A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

Section 63. First Source Hiring Program has been revised and replaced with the following:

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 Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. **First Source Hiring Agreement.** As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training,

referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs may be certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing 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. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

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

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.** Contractor agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantity; that the harm to the

City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to $5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to $10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

(a) The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of $348 per month, totaling approximately $14,379; and

(b) In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total $5,000 for first violations and $10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary

penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of $5,000 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.

Section 70. Insurance has been revised and replaced with the following:

Prior to award, the successful bidder or bidders will be required to furnish evidence of insurance as follows:

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence, $2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations.

(3) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this

Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Contractor hereby agrees to waive Workers' Compensation subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to:

Director, Office of Contract Administration
Purchasing Division
City and County of San Francisco
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

Attachment C
Contract 75931
Contract Modification No. 5
Street and Sewer Concrete & Cement Material
October 14, 2010

Adding the following condition:

100. Cooperative Agreement

Contractor agrees __X__ 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.

City and County of San Francisco
Purchasing Department
1 Dr. Carlton B. Goodlett Place, Room 430
San Francisco, CA 94102-4685

CONTRACT MODIFICATION No. 4

Indefinite Quantity

Bode Concrete LLC
696 Amador Street
San Francisco, CA 94124
Attn: Randy Borgman

Date July 16, 2009
Buyer's name: Carlos Chavez
Contract Proposal No. 75931
Type: Indefinite quantity
No to exceed amount $ 3,000,000

The City and County of San Francisco does hereby accept your offer to 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.

For furnishing and delivering Street and Sewer Concrete and Cement Material

The history of this contract and its modifications is as follows:
Original contract term and estimated amount: 08/01/05-07/31/08 $ 3,000,000

Modification No.	Start date	End date	Amount	Other changes
1	No change	No change	No change	Deleted delivery to locations Outside San Francisco
2	no change	no change	no change	Items added, prices increased
3.	08/01/08	07/31/09	no change	Updated contract language
4	08/01/09	07/31/2010	no change	no changes

This Modification 4 changes the contract as follows:
It extends the contract from August 1, 2009 through July 31, 2010.

All prices, other contract terms and conditions remain the same.

Acknowledge receipt of this Contract Acceptance in the space below and return to Purchaser, 1 Dr Carlton B. Goodlett Place, Room 430, San Francisco, CA, 94102-4685. DUPLICATE COPY IS FOR YOUR FILES.

7-21-09

As the duly appointed Purchaser of the City and County of San Francisco — Date

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Supplier
~~Contractor~~ Bode Concrete

By _____ VP Sales
Signature Title

Date 7/22/09

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

Bode Concrete LLC.
696 Amador Street
San Francisco, CA 94124
Attn: Bill Garland

Date August 18, 2008

Contract Proposal No. 75931

Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to extend 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

For furnishing and delivering **Street and Sewer Concrete and Cement Materials.**

By mutual agreement, the contract is extended an additional **twelve (12)** months for the term **August 1, 2008** through **July 31, 2009.**

The following condition has been added to contract 75931 (See Attachment A).

98. Food Service Waste Reduction Requirements.
99. 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 Garland for 8-18-08

As the duly appointed Purchaser of the City and County of San Francisco — Date

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RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Bode Concrete

By [signature] VP

Signature — Title

Date 8/21/08

98. **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.

99. **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.)

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. 2

Indefinite Quantity

Bode Concrete, LLc
696 Amador Street
San Francisco, CA 94124
Attn: Nancy Deemer

Date August 24, 2007

Contract Proposal No. 75931

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

PRICE INCREASE & NEW ITEMS

For furnishing and delivering **Street and Sewer Concrete & Cement Material**

By mutual agreement, prices have increased in accordance with Special Condition No. **79** Price Adjustment; Effective **August 1, 2007** (see Attachment A).

In accordance with Special Condition No. **87** – Additional Items, the following items have been added to Contract No. **75931**: (see Attachment B).

Description of Items No. 300 and 302 has been changed. (see Attachment C)

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.

LME [signature] 8-28-07

As the duly appointed Purchaser of the City and County of San Francisco — Date

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Bode Concrete

By [signature] VP-Sales

Signature — Title

Attachment A - Price increases

Item No.	Description	Current Price	**New Price**	Increase	% Increase
200	Concrete wet mix, class B (6 sacks to the yard)	116.00 cu yard	121.07	5.07	4.37
205	Concrete wet mix, class C (6 sacks to the yard)	116.00 cu yard	121.07	5.07	4.37
210	Concrete wet mix, class C (6 sacks to the yard)	116.00 cu yard	121.07	5.07	4.37
215	Concrete wet mix, class C (5 ½ sack to the yard)	113.50 cu yard	118.46	4.96	4.37
220	Concrete wet mix, class C (5 ½ sacks to the yard)	113.50 cu yard	118.46	4.96	4.37
225	Concrete wet mix, class A (7 sacks to the yard)	121.00 cu yard	126.29	5.29	4.37
230	Concrete wet mix, class A (6 sacks to the yard)	116.00 cu yard	121.07	5.07	4.37
235	Concrete wet mix, class C (7 sacks to the yard)	121.00 cu yard	126.29	5.29	4.37
280	Cartage per load, 1-3 yrds	70.00 per load	80.00	10.00	14.29
290	Standing time in excess of free time	75.00 per hour	90 per hour	15.00	20.00

Attachment B - Additional New Items

1. Mixes

	Price
8.0SK 1" PM AD	121.00
60SK ¾" Pronto	127.00
7.0SK ½" PM AD	128.75
7.0SK 1" PM AD 5000 PSI	128.75
7.0SK ¾" PM PL 4000 PSI	127.00
Total	

2. Admixes

	Price
Mono Fibers	121.00
Pozzutech	127.00
Pronto Cement	128.75
Super Plasticizer	128.75
Fibers	127.00
Total	

3. Washout charges

	Price
Mixer washouts	40.00 per truck
Dump truck washouts	40.00 less than 2 yards
Dump truck washouts	70.00 more than 2 yards
Small concrete pump	40.00 per hopper
Large concrete pump	110.00 per hopper
Returned concrete	40.00 per yard, 1.6 yards or more: 5:00 am – 4:30 pm
Returned concrete	60.00 per yard,1.5 yards or more: 4:30 pm – 5:00 am

4. Cartage

Item No.	Description	Price
280 – A	Cartage per load 3.25-6.75 yards	60.00

Attachment C – Item Description Changes

Description of Item No. 300 which now reads
"Fill, controlled density, Bode 3761"
Has been changed to
"Fill, controlled density, Mix 328 Flo"

Description of Item No. 302 which now reads
"Fill, controlled density, Bode 3763"
Has been changed to
"Fill, controlled density, Mix 408 Flo"

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

Gavin Newsom
Mayor

Naomi Little
Director and Purchaser

Purchasing

October 17, 2005

CONTRACT MODIFICATION NO. 1

Warning

Do not use any term contracts to purchase goods and/or services when using Federal, State or Special Funds. Term contracts may contain provisions that conflict with Federal or State Provisions.

City Departments must contact their assigned City Attorney for applicable provisions, procedures and relevant fund requirements.

Street and Sewer Concrete & Cement Material

Contract No. 75931

Vendor: Bode Concrete LLC

Blanket Purchase Order No.: BPSF00003116

Term: August 1, 2005 through July 31, 2008

TO ALL USER DEPARTMENTS:

Please be advised that Contract 75931, Street and Sewer Concrete & Cement Material Award, has been modified. The Award Sheets have been revised to indicate "No Award" for delivery to locations outside of San Francisco.

All other prices and terms and conditions remain unchanged.

Please attach this modification notice to your copy of the contract "AWARD".

Sincerely,

s/Jeannie Louie
Senior Purchaser
415.695.2124

JJL/dsh

AWARD

STREET AND SEWER CONCRETE & CEMENT MATERIAL

For the Term August 1, 2005 through July 31, 2008

REVISED AWARD SHEET

Item No.	Description	Manufacturer Brand Name and Product Number	Price per Unit

CEMENT, PORTLAND, DOMESTIC

Items 150 and 170 will be awarded in the aggregate.

Must comply with specifications of the American Society for Testing Materials (ASTM) as published in the latest edition of the American Society for Testing Materials for "Portland Cement" and State of California Department of Transportation Standards Specifications (CALTRANS). To be delivered in paper bags of 94 lbs. net each bag palletized.

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150 **CEMENT, Portland, Domestic,**
Less than Truck Load Lots, to be picked up by City truck.

_____ $ **No Award** BG

FOB Contractor's Warehouse

Contractor's Warehouse Location _____

Does product offered meet ASTM standards for use of fly-ash in cement? Yes ___ No ___

---

170 **CEMENT, Portland, Domestic,**
Truck Load, Minimum 540 sacks to be delivered by City truck.

_____ $ **No Award** BG

FOB Contractor's Warehouse in Bay Area (Not Unloaded)

Contractor's Warehouse Location _____

Does product offered meet ASTM standards for use of fly-ash in cement? Yes ___ No ___

AWARD

STREET AND SEWER CONCRETE & CEMENT MATERIAL

For the Term August 1, 2005 through July 31, 2008

REVISED AWARD SHEET

Item No.	Description	Manufacturer Brand Name and Product Number	Price per Unit

Items 190 and 190A will be awarded in the aggregate.

190 **DRY MIX, for concrete, BULK,**
to be picked up by City Truck.

FOB Contractor's Bunker

Contractor's Bunker Location _____

_____ $ **No Award** TN

190A **DRY MIX, for concrete, BULK,**
to be delivered to City locations (excluding SFIA).

FOB Destination

_____ $ **No Award** TN

CONCRETE, WET MIX, 2 CU YARDS OR MORE DELIVERED

Items 200 through 235C will be awarded in the aggregate.

Wet mix concrete to be delivered in transit mixer trucks to locations specified. Right reserved to exclude purchases of 25 cu yards or more.

If order is less than 2 cu yards, Item 280, cartage applies.

Location of Contractor's Bunker may be taken into consideration in making award.

200 **CONCRETE, WET MIX, CLASS B**
6 sacks to the yard, ¾" maximum aggregate, delivered to City locations.

FOB Destination

_____ $ **116.00** CU

AWARD

STREET AND SEWER CONCRETE & CEMENT MATERIAL

For the Term August 1, 2005 through July 31, 2008

REVISED AWARD SHEET

Item No.	Description	Manufacturer Brand Name and Product Number	Price per Unit
200A	**CONCRETE, WET MIX, CLASS B** Same as Item 200 except delivered to S.F. Intl. Airport. FOB Destination	_____	$ **No Award** CU
200B	**CONCRETE, WET MIX, CLASS B** Same as Item 200 except delivered to City Department locations in San Mateo County (excluding S.F. Airport). FOB Destination	_____	$ **No Award** CU
200C	**CONCRETE, WET MIX, CLASS B** Same as Item 200 except delivered to City Department locations in Alameda County. FOB Destination	_____	$ **No Award** CU

AWARD

STREET AND SEWER CONCRETE & CEMENT MATERIAL

For the Term August 1, 2005 through July 31, 2008

REVISED AWARD SHEET

Item No.	Description	Manufacturer Brand Name and Product Number	Price per Unit
205	**CONCRETE, WET MIX, CLASS C** 6 sacks to the yard, ¾" maximum aggregate, delivered to City locations. FOB Destination	_____	$ **116.00** CU
205A	**CONCRETE, WET MIX, CLASS C** Same as Item 205 except delivered to S.F. Intl. Airport. FOB Destination	_____	$ **No Award** CU
205B	**CONCRETE, WET MIX, CLASS C** Same as Item 205 except delivered to City Department locations in San Mateo County (excluding S.F. Airport). FOB Destination	_____	$ **No Award** CU
205C	**CONCRETE, WET MIX, CLASS C** Same as Item 205 except delivered to City Department locations in Alameda County. FOB Destination	_____	$ **No Award** CU

AWARD

STREET AND SEWER CONCRETE & CEMENT MATERIAL

For the Term August 1, 2005 through July 31, 2008

REVISED AWARD SHEET

Item No.	Description	Manufacturer Brand Name and Product Number	Price per Unit
210	**CONCRETE, WET MIX, CLASS C** 6 sacks to the yard, 1" maximum aggregate, delivered to City locations. FOB Destination	_____	$ **116.00** CU
210A	**CONCRETE, WET MIX, CLASS C** Same as Item 210 except delivered to S.F. Intl. Airport. FOB Destination	_____	$ **No Award** CU
210B	**CONCRETE, WET MIX, CLASS C** Same as Item 210 except delivered to City Department locations in San Mateo County (excluding S.F. Airport). FOB Destination	_____	$ **No Award** CU
210C	**CONCRETE, WET MIX, CLASS C** Same as Item 210 except delivered to City Department locations in Alameda County. FOB Destination	_____	$ **No Award** CU

AWARD

STREET AND SEWER CONCRETE & CEMENT MATERIAL

For the Term August 1, 2005 through July 31, 2008

REVISED AWARD SHEET

Item No.	Description	Manufacturer Brand Name and Product Number	Price per Unit
215	**CONCRETE, WET MIX, CLASS C** 5½ sacks to the yard, ¾" maximum aggregate, delivered to City locations. FOB Destination	_____	$ **113.50** CU
215A	**CONCRETE, WET MIX, CLASS C** Same as Item 215 except delivered to S.F. Intl. Airport. FOB Destination	_____	$ **No Award** CU
215B	**CONCRETE, WET MIX, CLASS C** Same as Item 215 except delivered to City Department locations in San Mateo County (excluding S.F. Airport). FOB Destination	_____	$ **No Award** CU
215C	**CONCRETE, WET MIX, CLASS C** Same as Item 215 except delivered to City Department locations in Alameda County. FOB Destination	_____	$ **No Award** CU

AWARD

STREET AND SEWER CONCRETE & CEMENT MATERIAL

For the Term August 1, 2005 through July 31, 2008

REVISED AWARD SHEET

Item No.	Description	Manufacturer Brand Name and Product Number	Price per Unit
220	**CONCRETE, WET MIX, CLASS C** 5½ sacks to the yard, 1" maximum aggregate, delivered to City locations. FOB Destination	_____	$ **113.50** CU
220A	**CONCRETE, WET MIX, CLASS C** Same as Item 220 except delivered to S.F. Intl. Airport. FOB Destination	_____	$ **No Award** CU
220B	**CONCRETE, WET MIX, CLASS C** Same as Item 220 except delivered to City Department locations in San Mateo County (excluding S.F. Airport). FOB Destination	_____	$ **No Award** CU
220C	**CONCRETE, WET MIX, CLASS C** Same as Item 220 except delivered to City Department locations in Alameda County. FOB Destination	_____	$ **No Award** CU

AWARD

STREET AND SEWER CONCRETE & CEMENT MATERIAL

For the Term August 1, 2005 through July 31, 2008

REVISED AWARD SHEET

Item No.	Description	Manufacturer Brand Name and Product Number	Price per Unit
225	**CONCRETE, WET MIX, CLASS A** 7 sacks to the yard, 3/8" maximum aggregate, delivered to City locations. FOB Destination	_____	$ **121.00** CU
225A	**CONCRETE, WET MIX, CLASS A** Same as Item 225 except delivered to S.F. Intl. Airport. FOB Destination	_____	$ **No Award** CU
225B	**CONCRETE, WET MIX, CLASS A** Same as Item 225 except delivered to City Department locations in San Mateo County (excluding S.F. Airport). FOB Destination	_____	$ **No Award** CU
225C	**CONCRETE, WET MIX, CLASS A** Same as Item 225 except delivered to City Department locations in Alameda County. FOB Destination	_____	$ **No Award** CU

AWARD

STREET AND SEWER CONCRETE & CEMENT MATERIAL

For the Term August 1, 2005 through July 31, 2008

REVISED AWARD SHEET

Item No.	Description	Manufacturer Brand Name and Product Number	Price per Unit
230	**CONCRETE, WET MIX, CLASS A** 6 sacks to the yard, 3/8" maximum aggregate, delivered to City locations. FOB Destination	_____	$ **116.00** CU
230B	**CONCRETE, WET MIX, CLASS A** Same as Item 230 except delivered to City Department locations in San Mateo County (excluding S.F. Airport). FOB Destination	_____	$ **No Award** CU
230C	**CONCRETE, WET MIX, CLASS A** Same as Item 230 except delivered to City Department locations in Alameda County. FOB Destination	_____	$ **No Award** CU
235	**CONCRETE, WET MIX, CLASS C** 7 sacks to the yard, ¾" maximum aggregate, delivered to City locations. FOB Destination	_____	$ **121.00** CU

AWARD

STREET AND SEWER CONCRETE & CEMENT MATERIAL

For the Term August 1, 2005 through July 31, 2008

REVISED AWARD SHEET

Item No.	Description	Manufacturer Brand Name and Product Number	Price per Unit
235A	**CONCRETE, WET MIX, CLASS C** Same as Item 235 except delivered to S.F. Intl. Airport. FOB Destination	_____	$ **No Award** CU
235B	**CONCRETE, WET MIX, CLASS C** Same as Item 235 except delivered to City Department locations in San Mateo County (excluding S.F. Airport). FOB Destination	_____	$ **No Award** CU
235C	**CONCRETE, WET MIX, CLASS C** Same as Item 235 except delivered to City Department locations in Alameda County. FOB Destination	_____	$ **No Award** CU

For Items 200 – 235, are you adding fly ash to product in accordance with Section 6002(e) of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended?

Yes **X** No _____

Approximate percentage of fly ash used in product? **15** %

AWARD

STREET AND SEWER CONCRETE & CEMENT MATERIAL

For the Term August 1, 2005 through July 31, 2008

REVISED AWARD SHEET

Item No.	Description	Manufacturer Brand Name and Product Number	Price per Unit
240	**CALCIUM CHLORIDE** Used in solution as admixture to accelerate setting of concrete, delivered to City locations. FOB Destination	_____	$ **.75** LB
240A	**CALCIUM CHLORIDE** Same as Item 240 except delivered to S.F. Intl. Airport. FOB Destination	_____	$ **No Award** LB
240B	**CALCIUM CHLORIDE** Same as Item 240 except delivered to City Department locations in San Mateo County (excluding S.F. Airport). FOB Destination	_____	$ **No Award** LB
240C	**CALCIUM CHLORIDE** Same as Item 240 except delivered to City Department locations in Alameda County. FOB Destination	_____	$ **No Award** LB

AWARD

STREET AND SEWER CONCRETE & CEMENT MATERIAL

For the Term August 1, 2005 through July 31, 2008

REVISED AWARD SHEET

Item No.	Description	Manufacturer Brand Name and Product Number	Price per Unit
Items 245 through 250C will be awarded in the aggregate.			
245	**PIGMENT, LAMP BLACK** Powdered, delivered to City locations. FOB Destination	_____	$ **2.00** LB
245B	**PIGMENT, LAMP BLACK** Same as Item 245 except delivered to City Department locations in San Mateo County (excluding S.F. Airport). FOB Destination	_____	$ **No Award** LB
245C	**PIGMENT, LAMP BLACK** Same as Item 245 except delivered to City Department locations in Alameda County. FOB Destination	_____	$ **No Award** LB

AWARD

STREET AND SEWER CONCRETE & CEMENT MATERIAL

For the Term August 1, 2005 through July 31, 2008

REVISED AWARD SHEET

Item No.	Description	Manufacturer Brand Name and Product Number	Price per Unit
250	**PIGMENT, LAMP BLACK** Liquid, delivered to City locations. FOB Destination	_____	$ **2.00** LB
250B	**PIGMENT, LAMP BLACK** Same as Item 250 except delivered to City Department locations in San Mateo County (excluding S.F. Airport). FOB Destination	_____	$ **No Award** LB
250C	**PIGMENT, LAMP BLACK** Same as Item 250 except delivered to City Department locations in Alameda County. FOB Destination	_____	$ **No Award** LB

AWARD

STREET AND SEWER CONCRETE & CEMENT MATERIAL

For the Term August 1, 2005 through July 31, 2008

REVISED AWARD SHEET

Item No.	Description	Manufacturer Brand Name and Product Number	Price per Unit
Items 255 through 255C will be awarded in the aggregate.			
255	**HIGH CARBON, BLACK** Delivered to City locations. FOB Destination	_____	$ **4.00** LB
255B	**HIGH CARBON, BLACK** Same as Item 255 except delivered to City Department locations in San Mateo County (excluding S.F. Airport). FOB Destination	_____	$ **No Award** LB
255C	**HIGH CARBON, BLACK** Same as Item 255 except delivered to City Department locations in Alameda County. FOB Destination	_____	$ **No Award** LB

AWARD

STREET AND SEWER CONCRETE & CEMENT MATERIAL

For the Term August 1, 2005 through July 31, 2008

REVISED AWARD SHEET

Item No.	Description	Manufacturer Brand Name and Product Number	Price per Unit
260	**DISCOUNT ON ITEM 245** for pick-up by City Truck Contractor's Bunker Location _____		**0** %
265	**DISCOUNT ON ITEM 250** for pick-up by City Truck Contractor's Bunker Location _____		**0** %
270	**DISCOUNT ON ITEM 255** for pick-up by City Truck Contractor's Bunker Location _____		**0** %
280	**CARTAGE per load for deliveries** of less than 2 cu yards		$ **70.00** LD
285	**FREE STANDING TIME**		**5 Minutes per yard**
290	**STANDING TIME IN EXCESS OF "FREE"**		$ **75.00** HR

AWARD

STREET AND SEWER CONCRETE & CEMENT MATERIAL

For the Term August 1, 2005 through July 31, 2008

REVISED AWARD SHEET

Item No.	Description	Manufacturer Brand Name and Product Number	Price per Unit
300	**FILL, CONTROLLED DENSITY,** **Bode Mix 3761** Non-pumpable Quick-set, pick-up by City Truck FOB Contractor's Facility Contractor's Bunker Location **Amador Street – San Francisco**		$ **95.00** YD
302	**FILL, CONTROLLED DENSITY,** **Bode Mix 3763** Flowable mix, 2 cu yard or more delivered in Transit Mixer FOB Destination Discount for pick up by City Truck Contractor's Bunker Location **Amador Street – San Francisco**		$ **100.00** YD

Bidder Name: **Bode Concrete, LLC.**

Payment Terms: **Net 30 Days**

End Revised Award Sheets