

Apr. 11. 2011 9:42AM GSA-OCA CITY HALL

No. 2346 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 3

Cremation and Interment Service for the Remains of Indigent Persons and Removal of Out-of-Town Indigent Persons

Evergreen Cemetery Association
Lori Hann or Philip D. Elfstrom
6450 Camden Street
Oakland, CA 94605
E-mail: Pelfstrom@sbcglobal.net

Date: 03-18-11
Buyer Name: Gloria Lucas-Davis
Term contract: 62014
City Blanket No. BPSF 000003231
Type: Indefinite quantity
Not-to-exceed amount: \$ 1,000,000

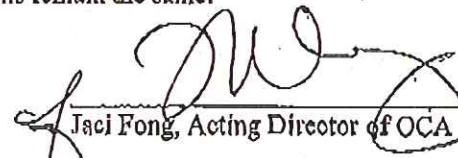
The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	Other changes
Original contract	06-01-06	05-31-09	\$1,000,000	
1	06-01-09	05-31-10		
2	06-01-10	05-31-11		extends contract one year
3	No change	No change		5% price reduction/Revise Special Condition No. 70.

This modification 3 changes the contract as follows:

- 1) Revised Award Sheet, prices are reduced by five percent (5%), effective 06/01/10. (See Attachment A)
- 2) Revised Special Condition No. 70 "Insurance" (See Attachment B)

All other terms and conditions remain the same.

Approved by the City:  Jaci Fong, Acting Director of OCA and Purchaser 4/11/2011
Date

Approved by Contractor: Lori Hann 4-11-11
Signature Date

Name and title: Lori Hann - Office Manager

REVISED AWARD SHEET

Item No.	Description	Old Price	New Prices
CREMATION SERVICES			
1.	Adult Remains	\$217.00 per case	\$206.15 per case
2.	Infant Remains	\$ 85.00 per case	\$ 80.75 per case
CREMATION OR BURIAL SERVICES			
3.	Autopsy Specimens Boxes	\$167.00 per box	\$158.65. per box
INTERMENT SERVICES (SCATTERED AT SEA)			
4.	Adult Cremains, (Scattering At Sea)	\$ 38.50 per case	\$ 36.575 per case
5.	Infant Cremains, (Scattering At Sea)	\$ -0- per case	\$ -0- per case
REMOVAL SERVICES			
6.	Removal of Out-Of-Town Indigent Person	\$125.00 per removal	\$118.75 per removal
	Allowed IRS Business Standard Mileage Rate	\$2.00 per mile	

Special Condition No. 70, Insurance has been revised.

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:

Cremation and Interment Services for the Remains of Indigent Persons and Removal of Out-of-Town
Indigent Persons
December 3, 2010

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.

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Contract Modification 2

Cremation and Interment Services for the Remains of Indigent Persons and Removal of Out-of-Town Indigent Persons

Evergreen Cemetery Association
 Lori Hann or Philip D. Elfstrom
 6450 Camden Street
 Oakland, CA 94605
 E-mail: Pelfstrom@sbcglobal.net

Date: 04-26-10
 Buyer Name: Darlene Frohm
 Term contract: 62014
 City Blanket No. BPSF 00003231
 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	06-01-06	05-31-09	\$1,000,000	
1	06-01-09	05-31-10		

This modification 2 changes the contract as follows:

It extends the contract from June 1, 2010 to May 31, 2011.

All other terms and conditions remain the same.

Approved by the City:

Naomi Kelly
 Naomi Kelly, Director of OCA and Purchaser
 Date: 4-29-10

Approved by Contractor:

Lori Hann
 Signature: Lori Hann / Office Manager
 Date: 5-4-10

Name and title

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

P-280 (2-09-09)

Jun. 22. 2009 9:16AM

No. 5106 P. 2/2

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 1

Cremation and Interment Services for the Remains of Indigent Persons and Removal of Out-of-Town Indigent Persons

Evergreen Cemetery Association
Lori Hann or Philip D. Elfstrom
6450 Camden Street
Oakland, CA 94605
E-mail: Pelfstrom@sbcglobal.net

Date: 06-15-09
Buyer Name: Darlene Frohm
Term contract: 62014
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	06-01-06	05-31-09	\$1,000,000	
1	06-01-09	05-31-10		

This modification 1 changes the contract as follows:

It extends the contract from June 1, 2009 to May 31, 2010.

All other terms and conditions remain the same.

Approved by the City:

Naomi Kelly, Director of OCA and Purchaser

6-19-09
Date

Approved by Contractor:

Signature
PHIL ELFSTROM VP
Name and title

6-19-09
Date

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

P-233 (2-09-09)