

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

RECEIVED
 PURCHASING DEPARTMENT
 11 APR 13 PM 2:13



Contract Modification 9

Lamps and Ballasts

Maltby Electric Supply Co., Inc.
 Attn: John Maltby
 336 - 7th Street
 San Francisco, CA 94103

Date: March 28, 2011
 Buyer's Name: Pamela Olivier
 Term Contract: 77405
 Blanket No: BPSF00003050
 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	03/23/05	03/23/07	\$1,000,000	
1	03/24/07	03/23/08	No Change	Extended/Add Conditions
2	03/24/08	03/23/09	No Change	Extended/Add Condition
3	03/24/09	07/31/09	No Change	Extended
4	08/01/09	10/31/09	No Change	Extended
5	11/01/09	01/31/10	No Change	Extended
6	01/31/10	06/30/10	No change	Extended
7	07/01/10	09/30/10	No change	Extended
8	10/01/10	03/31/11	No change	Extended
9	04/01/11	09/30/11	No Change	Update Conditions Extended Update Electronic Payment

This modification 9 changes the contract as follows:

- It extends the contract date from 04/01/11 through 09/30/11
- Updates Electronic Payment (See Attachment A)

The City reserves the right to terminate the contract prior to the expiration date with a thrity (30) day written Notice of Termination.

All other terms and conditions remain the same.

Approved by the City:

[Signature]

[Signature]

Jaci Fong, Acting Director of OCA

4/6/11
Date

Approved by Contractor:

[Signature]
Signature

4/12/2011
Date

Name and title

JOHN MALTBY, PRESIDENT

Attachment "A"
Contract No. 77405
Contract Modification No. 9
Maltby Electric Supply Co., Inc.
Lamps and Ballasts
March 28, 2011

Electronic payment. The City and County of San Francisco (City) uses Bank of America's PayMode-X system to pay invoices **electronically** and **not by check** whenever possible. The City makes PayMode-X payments every business day, **but starting November 17, 2010 will process, print and mail paper checks only one day a week.** So the City encourages you – and it is greatly to your benefit – to enroll in PayMode-X now.

There is no cost to you to enroll in PayMode-X, and you get the same information electronically from PayMode-X that you would get on the City's check stub.

For more information, please visit the Controller's website at:

<http://sfcontroller.org/index.aspx?page=85>

If you have questions, please call:

Steve W. Lee, Controller's Office

(415) 554-7591

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 8

Lamps and Ballasts

Maltby Electric Supply Co., Inc.
Attn: Andrew Kawamura
336 - 7th Street
San Francisco, CA 94103

Date: October 28, 2010
Buyer's Name: Pamela Olivier
Term Contract: 77405
Blanket No: BPSF00003050
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	03/23/05	03/23/07	\$1,000,000	
1	03/24/07	03/23/08	No Change	Extended/Add Conditions
2	03/24/08	03/23/09	No Change	Extended/Add Condition
3	03/24/09	07/31/09	No Change	Extended
4	08/01/09	10/31/09	No Change	Extended
5	11/01/09	01/31/10	No Change	Extended
6	01/31/10	06/30/10	No change	Extended
7	07/01/10	09/30/10	No change	Extended
8	10/01/10	03/31/11	No change	Extended Update Conditions

This modification 8 changes the contract as follows:

It extends the contract from October 01, 2010 to March 31, 2011.
Updates contract conditions. (See Attachment A)

All other terms and conditions remain the same.

Approved by the City:

P.O.

[Signature]
Naomi Kelly, Director of OCA and Purchaser

11/3/2010
Date

Approved by Contractor:

Signature

11/4/10
Date

Name and title

ANDREW W KAWAMURA - VICE PRESIDENT

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

P-280 (02-09-09)

Attachment "A"
Contract No. 77405
Contract Modification No. 8
Maltby Electric Supply Co., Inc.
Lamps and Ballasts
October 28, 2010

29. **Submitting False Claims; Monetary Penalties.** 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.

61. **Limitations On Contributions.** Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services; for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

82. **Services Provided By Attorneys.** Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

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 7

Lamps and Ballasts

Malthby Electric Supply Co., Inc.
Attn: Andrew Kawamura
336 - 7th Street
San Francisco, CA 94103

Date: June 14, 2010
Buyer's Name: Pamela Olivier
Term Contract: 77405
Blanket No: BPSF00003050
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 charges
Original contract	03/23/05	03/23/07	\$1,000,000	
1	03/24/07	03/23/08	No Change	Extended/Add Conditions
2	03/24/08	03/23/09	No Change	Extended/Add Condition
3	03/24/09	07/31/09	No Change	Extended
4	08/01/09	10/31/09	No Change	Extended
5	11/01/09	01/31/10	No Change	Extended
6	01/31/10	06/30/10	No change	Extended
7	07/01/10	09/30/10	No change	Extended

This modification 7 changes the contract as follows:

It extends the contract from July 1, 2010 to September 30, 2010

All other terms and conditions remain the same.

Approved by the City:

Pd. - G

[Signature]

Naomi Kelly, Director of OCA and Purchaser

7/26/2010

Date

Approved by Contractor:

[Signature]

Signature

7/27/10

Date

Name and title

ANDREW W KAWAMURA VICE PRESIDENT

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

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 6

Lamps and Ballasts

Maltby Electric Supply Co., Inc.
 Attn: Andrew Kawamura
 336 - 7th Street
 San Francisco, CA 94103

Date: January 29, 2010
 Buyer's Name: Howard Tevelson
 Term Contract: 77405
 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	03/23/05	03/23/07	\$1,000,000	
1	03/24/07	03/23/08	No Change	Extended/Add Conditions
2	03/24/08	03/23/09	No Change	Extended/Add Condition
3	03/24/09	07/31/09	No Change	Extended
4	08/01/09	10/31/09	No Change	Extended
5	11/01/09	01/31/10	No Change	Extended
6	01/31/10	06/30/10	No change	Extended

This modification 6 changes the contract as follows:

It extends the contract from January 31, 2010 to June 30, 2010

All other terms and conditions remain the same.

Approved by the City:

 Naomi Kelly, Director of OCA and Purchaser

2-2-10
 Date

Approved by Contractor:

 Signature

Feb. 4, 2010
 Date

Name and title

Cathy Jiz de Ortega

Operations/Purchasing Mgr

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

P-280 (02-09-09)

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

Lamps and Ballasts

Maltby Electric Supply Co., Inc.
Attn: Andrew Kawamura
336 - 7th Street
San Francisco, CA 94103

Date: October 22, 2009
Buyer's Name: Howard Tevelson
Term Contract: 77405
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	03/23/05	03/23/07	\$1,000,000	
1	03/24/07	03/23/08	No Change	Extended/Add Conditions
2	03/24/08	03/23/09	No Change	Extended/Add Condition
3	03/24/09	07/31/09	No Change	Extended
4	08/01/09	10/31/09	No Change	Extended
5	11/01/09	01/31/10	No Change	Extended

This modification 5 changes the contract as follows:

It extends the contract from November 1, 2009 to January 31, 2010

All other terms and conditions remain the same.

Approved by the City: *Naomi Kelly* 10/27/09
 Naomi Kelly, Director of OCA and Purchaser Date
 Approved by Contractor: *Andrew Kawamura* 10/29/09
 Signature Date
 Name and title: Andrew Kawamura - VICE PRESIDENT

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 4

Lamps and Ballasts

Maltby Electric Supply Co., Inc.
Attn: Andrew Kawamura
336 - 7th Street
San Francisco, CA 94103

Date: July 27, 2009
Buyer's Name: Howard Tevclson
Term Contract: 77405
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	03/23/05	03/23/07	\$1,000,000	
1	03/24/07	03/23/08	No Change	Extended/Add Conditions
2	03/24/08	03/23/09	No Change	Extended/Add Condition
3	03/24/09	07/31/09	No Change	Extended
4	08/01/09	10/31/09	No Change	Extended

This modification 4 changes the contract as follows:

It extends the contract from August 1, 2009 to October 31, 2009.

All other terms and conditions remain the same.

Approved by the City:

Naomi Kelly, Director of OCA and Purchaser
Naomi Kelly

8-3-09
Date

Approved by Contractor:

Andrew W. Kawamura
Signature

8/5/09
Date

Name and title

Andrew W. Kawamura VICE-PRESIDENT

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

P-280 (02-09-09)

Received Time Aug. 10. 2009 3:47PM No. 6077

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

Lamps and Ballasts

Maltby Electric Supply Co., Inc.
 Attn: Andrew Kawamura
 336 – 7th Street
 San Francisco, CA 94103

Date: March 20, 2009
 Buyer's Name: Howard Tevelson
 Term Contract: 77405
 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	03/23/05	03/23/07	\$1,000,000	
1	03/24/07	03/23/08	No Change	Extended/Add Conditions
2	03/24/08	03/23/09	No Change	Extended/Add Condition
3	03/24/09	07/31/09	No Change	Extended

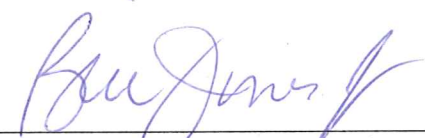
RECEIVED
 PURCHASING DEPARTMENT
 09 APR - 1 PM 2:36

This modification 3 changes the contract as follows:

It extends the contract from March 24, 2009 to July 31, 2009.


All other terms and conditions remain the same.

Approved by the City:



 Naomi Kelly, Director of OCA and Purchaser
 Date: 3-24-09

Approved by Contractor:



 Signature
 Date: 3/31/09

Name and title

ANDREW W. KAWAMURA VICE PRESIDENT

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

MALTBY ELECTRIC SUPPLY CO., INC.
336-7th Street
San Francisco, CA 94103
Attn: Andrew Kawamura

Date March 11, 2008

Contract Proposal No. 77405

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 **LAMPS AND BALLASTS.**

By mutual agreement, the contract is extended an additional **twelve** months for the term **MARCH 24, 2008 through MARCH 23, 2009.**

The following condition is new and has been added to Contract 77405 (see Attachment "A").

87 Food Service Waste Reduction Requirements

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.**

Naomi Kelly 3/14/08 *rw*
As the duly appointed Purchaser of the City and County of San Francisco Date

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor MALTBY ELECTRIC SUPPLY
By [Signature] BRANCH MANAGER
Signature Title
Print Name ANDREW W. KAWAMURA
Date 3/14/08

87. 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.

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

MALTBY ELECTRIC SUPPLY CO., INC.
336-7th Street
San Francisco, CA 94103
Attn: Andrew Kawamura

Date March 9, 2007

Contract Proposal No. 77405

Estimated Amount: Indefinite

MAR 19 2007

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 **LAMPS AND BALLASTS.**

By mutual agreement, the contract is extended an additional **twelve** months for the term **MARCH 24, 2007** through **MARCH 23, 2008.**

The following conditions have been added to Contract 77405 (see Attachment "A").

- 82. First Source Hiring Program (FSHP)
- 83. Prohibition on Political Activity
- 84. Contract Product/Service Quality Report
- 85. Nondisclosure of Private Information
- 86. 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.

PURCHASING DEPARTMENT
2007 MAR 23 AM 10:50
RECEIVED

[Signature] As the duly appointed Purchaser 3-14-07
of the City and County of San Francisco Date

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor MALTBY ELECTRIC SUPPLY
By [Signature] BRANCH MANAGER
Signature Title
Print Name ANDREW W KAWAMURA
Date 3/16/07

82. FIRST SOURCE HIRING PROGRAM (FSHP)

If the contract is for more than \$50,000, the successful bidder will be required to agree to comply fully with and be bound by the provisions of the First Source Hiring Program ordinance, as set forth in San Francisco Administrative Code Chapter 83. Generally, this ordinance requires contractors to notify the First Source Hiring program of available entry level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this Chapter. For additional information regarding FSHP, call (415) 401-4935.

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 Contract as though fully set forth herein.

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

B. First Source Hiring Agreement

- (1) Contractor will comply with First Source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the exclusive opportunity to initially provide Qualified Economically Disadvantaged Individuals for consideration for employment for Entry Level Positions. The duration of the First Source interviewing requirement shall be ten (10) days, unless business necessity requires a shorter period of time.
- (2) Contractor will comply with requirements for providing timely, appropriate 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.
- (3) Contractor agrees to use good faith efforts to comply with the First Source hiring requirements. A contractor may establish its good faith efforts by filing: 1) its first available Entry Level Position with a job applicant referred through the First Source Program; and 2) fifty percent (50%) of its

subsequent available Entry Level Positions with job applicants referred through the San Francisco Workforce Development System. Failure to meet this target, while not imputing bad faith, may result in a review of the Contractor's employment records.

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

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.

83. PROHIBITION ON POLITICAL ACTIVITY

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this contract. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this contract, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

84. CONTRACT PRODUCT/SERVICE QUALITY REPORT

The attached report (Attachment "A") will be provided to departments using this contract. Users of the contract may complete and return these reports at any time during the life of the contract. The purpose of the report is to monitor contractor performance and determine supplier successes or shortcomings. Each report will be sent to the awarded/supplier/contractor. They will have an opportunity to respond to the information provided by the department. Quality reports that go unresolved to the satisfaction of the Purchaser may be used as a basis for commencement of partial or complete contract default proceedings.

85. NONDISCLOSURE OF PRIVATE INFORMATION

Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code (the "Nondisclosure of Private Information Ordinance"), including the remedies provided. The provisions of the Nondisclosure of Private Information Ordinance are incorporated herein by reference and made a part of this Contract as though fully set forth. Capitalized terms used in this section and not defined in this Contract shall have the meanings assigned to such terms in the Nondisclosure of Private Information Ordinance. Consistent with the requirements of the Nondisclosure of Private Information Ordinance, Contractor agrees to all of the following:

- (a) Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the City in the performance of this Contract to any other Subcontractor, person, or other entity, unless one of the following is true:
 - (i) The disclosure is authorized by this Contract.
 - (ii) The Contractor received advance written approval from the Contracting Department to disclose the information; or
 - (iii) The disclosure is required by law or judicial order.
- (a) Any disclosure or use of Private Information authorized by this Contract shall be in accordance with any conditions or restrictions stated in this Contract. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.
- (b) Private Information shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number,

medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.

- (c) Any failure of Contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Contract, debar Contractor, or bring a false claim action against Contractor.

86. 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.).

Any failure of Contractor to comply with this section of this contract shall constitute a default of this Contract.