

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

### Sale of Scrap Metal for Recycling

**Sims Group USA Corp.**  
 Mr. Larry Dillon  
 Pier 70 Foot of 20<sup>th</sup>. Street  
 P.O. Box 410957  
 San Francisco, CA 94141-0967  
 info@simsim.com

Date: 03-16-11  
 Buyer Name: Horace Carter  
 Term contract: 76614  
 City Blanket No. BPSF00003015  
 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	10-01-04	09-30-06	\$ -0-	N/A
1	10-01-06	09-30-07	Same	12 month extension & add Conds.
2	10-01-07	09-30-08	Same	12 month extension & add Cond.
3	10-01-08	09-30-09	Same	12 month extension
4	10-01-09	03-31-10	Same	5 month extension
5	04-01-10	03-31-11	Same	12 months ext. % change, Update contact information
6	04-01-11	09-30-11	Same	6 months extension, MCO & HCAO Conditions added

This modification No. 6 changes the contract as follows:

It extends the contract from April 1, 2011 to September 30, 2011. Conditions have been revised and add to the contract. See Attachment A.

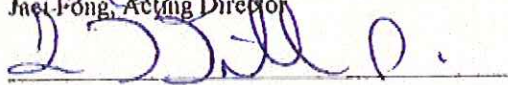
All other terms and conditions remain the same.

Approved by the City:

  
 Jael Fong, Acting Director

4/11/11  
 Date

Approved by Contractor:

  
 Signature

4/22/11  
 Date

Name and title

Larry Dillon, Buyer

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

P-280 (11/20/09)

**Section 44. Reports by Contractor has been revised and replaced with the following:**

**44. Reports by Contractor**

Each year, 90 days before the anniversary date of this contract, Contractor must furnish a report of the total services ordered under this contract during the preceding twelve months. The report must be in a format acceptable to City and must list by department or location: all services awarded under this contract; total quantity and dollar value of each service ordered, including services for which there were no orders. Contractor must also furnish a separate similar report for the total of all services ordered by City which are not part of this contract.

Contractor shall send the reports to:

~~Pamela Olivier, Senior Purchaser~~ Horace Carter, Purchaser  
Re: Term Contract No. 76614  
City and County of San Francisco

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

**Section 52. Minimum Compensation Ordinance ("MCO") has been revised and replaced with the following:**

**52 Minimum Compensation Ordinance ("MCO")**

- a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco). A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.
- b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.
- c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken

within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

- d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.
- e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor
- f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.
- g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.
- h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.
- i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

**Section 53. Health Benefits for Covered Employees ("HCAO") has been revised and replaced with the following:**

**53 Requiring Health Benefits for Covered Employees ("HCAO")**

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q,

including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at [www.sfgov.org/olse](http://www.sfgov.org/olse). Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

- a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.
- b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.
- c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.
- d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.
- e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.
- f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.
- g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.
- h. Contractor shall keep itself informed of the current requirements of the HCAO.

- i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.
- j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.
- k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.
- l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.
- m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

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

### Sale of Scrap Metal for Recycling

**Sims Group USA Corp.**  
 Mr. Larry Dillon  
 Pier 70 Foot of 20<sup>th</sup>. Street  
 P.O. Box 410957  
 San Francisco, CA 94141-0967  
 info@simsim.com

Date: 05-13-10  
 Buyer Name: Pamela Olivier  
 Term contract: 76614  
 City Blanket No. BPSF00003015  
 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	10-01-04	09-30-06	\$ -0-	N/A
1	10-01-06	09-30-07	Same	12 month extension Add Conditions 76, 77, 78, & 79
2	10-01-07	09-30-08	Same	12 month extension Add Condition 80
3	10-01-08	09-30-09	Same	12 month extension
4	10-01-09	03-31-10	Same	5 month extension
5	04-01-10	03-31-11	Same	12 month extension Percentage change Update contact information

This modification # 5 changes the contract as follows:

Extends the contract from April 1, 2010 to March 31, 2011  
 Increases the percentage of the amount paid to the city for items 1 through 6. (See Attachment A)  
 Update information on Vendor and Purchaser contact information. (See Attachment A)

All other terms and conditions remain the same.

Approved by the City:

*P.O. Kelly*

*Naomi Kelly*  
 \_\_\_\_\_  
 Naomi Kelly, Director of OCA and Purchaser

*5-17-10*

\_\_\_\_\_  
 Date

Approved by Contractor:

*Larry Dillon*  
 \_\_\_\_\_  
 Signature

*5-18-10*

\_\_\_\_\_  
 Date

Name and title

*Larry Dillon, Buyer*  
 \_\_\_\_\_

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

P-280 (11/20/09)

Item No.	Description (Contaminants consist of wood, concrete, plastics, insulation and other metals. Estimated Qty. and number of occurrences are derived from the period of July 1, 2001 through June 30, 2003)	AMM Scrap Metal Category and Market Area	Bid amount as a % above or below AMM published price
1.	Aluminum materials including old street signs containing a maximum of 35% contaminants. Estimated Qty: 26,112 lbs.	Aluminum, Old, Sheet & Cast San Francisco Prices	<u>11</u> % Above or _____ % Below
2.	Brass materials other than plumbing fixtures containing a maximum of 35% contaminants. Estimated Qty: 0 lbs.	Brass, Yellow, Solids San Francisco Prices	<u>6</u> % Above or _____ % Below
3.	Brass plumbing fixtures including water meters and valves containing a maximum of 1.5% contaminants. Estimated Qty: 215,831 lbs.	Brass, Red, Solids, Cocks & Faucets San Francisco Prices	<u>8</u> % Above or _____ % Below
4.	Copper materials including insulated wire containing a maximum of 35% contaminants. Estimated Qty: 1,850 lbs.	Copper & Wire, Heavy, No. 2 San Francisco Prices	<u>8.5</u> % Above or _____ % Below
5.	Iron and steel materials including furniture and appliances containing a maximum of 35% contaminants. Estimated Qty: 488 GT (GT = 2,240 lbs.)	Iron & Steel, Heavy Melt, No. 2 Seattle/Portland Prices	_____ % Above or <u>50</u> % Below
6.	All of the above metals containing 36% or more contaminants, or requiring special handling such as onsite cutting and special loading, and other metals not specified above such as stainless steel, steel turnings, and lead. Estimated Qty: 844 GT (GT = 2,240 lbs.)	Iron & Steel, Heavy Melt, No. 2 Seattle/Portland Prices	_____ % Above or <u>25</u> % Below
	<b>Allowable charges</b>	<b>Application of charge</b>	<b>Charge Amount</b>
7.	Charge, missed delivery or pickup, round trip: Where City department called for delivery or pickup, and contractor was not able to do so because of department error. Estimated Occurrences: 8	Free waiting time before applying charge: 30 Minutes	\$ <u>110.00</u> Per Round Trip
8.	Charge, excessive waiting time: Where City department called for delivery or pickup and contractor was not able to do so in a timely manner because of department error. Estimated Occurrences: 8	Free waiting time before applying charge: 30 Minutes	\$ <u>55.00</u> Per Hour
9.	Charge, minimum weight for pickup of iron and steel, Items 5 & 6 above: Where City department has not provided enough metals to cover the cost of the load. Estimated Occurrences: 4	Where the load is less than: 1 Gross Ton (2,240 lbs.)	\$ <u>55.00</u> Per Load

## COMPANY INFORMATION

Name of Primary Contractor: Sims Group USA Corp.  
Address: 600 South 4th Street  
City, State, Zip: Richmond, CA 94804  
Contact: ~~Traci Crespo~~ Larry Dillon  
Telephone Number: 415.552.0600  
510.412.5300  
Fax Number: 415.552.0700  
510.412.5423  
Toll-Free Emergency Number: ~~Traci Crespo 510.715.7895~~  
Larry Dillon 415.637.5674  
Mike Cunha 510.715.7894  
Payment Terms: Net 30 Days  
Vendor Number: 62976  
CBPO Number: BPSF00003015

#### 44. REPORTS BY CONTRACTOR

Each year, 90 days before the anniversary date of this contract, Contractor must furnish a report of the total services ordered under this contract during the preceding twelve months. The report must be in a format acceptable to City and must list by department or location: all services awarded under this contract; total quantity and dollar value of each service ordered, including services for which there were no orders. Contractor must also furnish a separate similar report for the total of all services ordered by City which are not part of this contract.

Contractor shall send the reports to:

~~Darlene Frohm~~ Pamela Olivier, Senior Purchaser  
Re: Term Contract No. 76614  
City and County of San Francisco

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



Jan. 5. 2010 9:20AM

No. 7716 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 4

## Sale of Scrap Metal for Recycling

**Sims**  
Mr. Larry Dillon  
Pier 70 Foot of 20<sup>th</sup>. Street  
P.O. Box 410957  
San Francisco, CA 94141-0967  
info@simsim.com

Date: 12-23-09  
Buyer Name: Lynnette Bonard  
Term contract: 76614  
City Blanket No. BPSF 00003015  
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	10-01-04	09-30-06	\$ -0-	
1	10-01-06	09-30-07		term conditions added
2	10-01-07	09-30-08		term condition added
3	10-01-08	09-30-09		
4	10-01-09	03-31-10		

This modification 4 changes the contract as follows:

It extends the contract from October 1, 2009 TO March 31, 2010.

All other terms and conditions remain the same

Approved by the City:

Naomi Kelly, Director of OCA and Purchaser

12-31-09  
Date

Approved by Contractor:

Signature

1-6-09  
Date

Name and title

Larry Dillon, Buyer

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

**Sims.**  
Pier 70 Foot of 20<sup>th</sup>. Street  
P.O. Box 410957  
San Francisco CA 94141-0957  
Attn: Larry Dillon

Date November 3, 2008

Contract Proposal No. 78614

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 Sales of Scrap Metal for Recycling.

By mutual agreement, the contract is extended an additional twelve (12) months for the term October 1, 2008 through September 30, 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.**

*[Signature]* 12-17-08  
Date  
DAX is the duly appointed Purchaser  
of the City and County of San Francisco

### RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Sims Metal Management  
By *[Signature]* Buyer  
Signature Title  
Date 12/22/08

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. 2

Indefinite Quantity

Sims.  
Pier 70 Foot of 20<sup>th</sup>. Street  
P.O. Box 410957  
San Francisco CA 94141-0957  
Attn: Christian Nordhausen

Date September 26, 2007

Contract Proposal No. 76614

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 places 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 **Sales of Scrap Metal for Recycling.**

By mutual agreement, the contract is extended an additional **twelve (12) months** for the term **October 1, 2007 through September 30, 2008.**

The following Condition has been added to Contract 76614 (See Attachment "A:").

80. 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.

Brian Jones for 9-27-07  
As the duly appointed Purchaser Date  
of the City and County of San Francisco

### RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Sims Metal  
By [Signature] Buyer/Account Rep  
Signature Title  
Date 9/29/07

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

**Sims**  
Pier 70 Foot of 20<sup>th</sup> Street  
P. O. Box 410957  
San Francisco CA 94141-0957  
Attn: Christian Nordhausen

Date November 1, 2006

Contract Proposal No. 76614

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 **Sales of Scrape Metal for Recycling.**

By mutual agreement, the contract is extended an additional **twelve (12) months** for the term **October 1, 2006 through September 30, 2007.**

The following Conditions have been added to Contract 76614 (See Attachment "A").

- 76. Cooperative Agreement
- 77. Contract Product / Service Quality Report
- 78. Nondisclosure of Private Information
- 79. 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.

*Mr. Bui Trung* 11-3-06  
 As the duly appointed Purchaser Date  
 of the City and County of San Francisco

### RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Sims Hugo Nev  
 By *[Signature]* Buyer  
 Signature Title  
 Date 11/8/06

**Attachment "A"**  
**Contract Modification 1**  
**Sale of Scrape Metal for Recycling**  
**November 1, 2006**

**76. COOPERATIVE AGREEMENT (Optional Language)**

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.

**77. CONTRACT PRODUCT / SERVICE QUALITY REPORT**

The attached report form (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.

**78. 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 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:
- 1) The disclosure is authorized by this Contract;
  - 2) The Contractor received advance written approval from the Contracting Department to disclose the information; or
  - 3) The disclosure is required by law or judicial order.
- B. 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.
- C. 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.

**Attachment "A"**  
**Contract Modification 1**  
**Sale of Scrape Metal for Recycling**  
**November 1, 2006**

- D. 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.

**79. 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.



Gavin Newsom  
Mayor

Naomi Kelly  
Director/Purchaser

Purchasing

**CONTRACT PRODUCT/SERVICE QUALITY REPORT**

**“ATTACHMENT A”**

For Term Contract No. \_\_\_\_\_

Date: \_\_\_\_\_

**SOURCE OF REPORT:**

Date of Quality

Incident: \_\_\_\_\_

Department & Division: \_\_\_\_\_

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

This report concerns Contract Item No. \_\_\_\_\_ and/or Contract Clause No. \_\_\_\_\_ .

**DETAILS:** (Describe, to best ability, what is wrong, how and why, circumstances prior to difficulty, description of difficulty, cause, action taken, including disposition, recommendations. Attach copies of supporting documents if appropriate. Continue on separate sheet if necessary.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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