

Jun. 3. 2011 10:03AM GSA-OCA CITY HALL

No. 2738 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 2

Security Guard Service ("Unarmed") for Department of Public Works 1680 Mission

A TopNotch Security Services, Inc.
Db a ATSSI
Attn: Norma Edar
3254 19th Street
San Francisco, CA 94110

Date: June 01, 2011
Buyer Name: Gloria Lucas-Davis
Term Contract: No. 86124
City Blanket No: BPSF00003509
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 | 11-1-08 | 10-31-2011 | \$1,000,000 | |
| 1 | No Change | No Change | No Change | 4.87% MCO Wage Increase Effective 01-01-09 |
| 2 | No Change | No Change | No Change | 1.3% MCO Wage Increase Effective 01-01-11 & Contract Conditions updated |

This modification 2 changes the contract as follows:

- Effective January 1, 2011, the wage rates have been increased 1.3%, due to the Minimum Compensation Ordinance ("MCO"). (See Attachment A)
- Contract Special Conditions, #74 Insurance, have been updated. (See Attachment B).

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

Approved by the City: [Signature]
Act Fong, Acting Director of OCA and Purchaser

6/3/2011
Date

Approved by Contractor: [Signature]
Signature

6/3/11
Date

Name and title: L. MARLENE SAMSON COO

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

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No. 2738 P. 3

Attachment "A" Award Sheet
Contract NO. 88124
Contract Modification No. 2
Security Guard Services ("Unarmed") for Department of Public Works 1680 Mission
April 29, 2011

Old Rate Per Hour

Item 1:

Total charges for all services specified in the Scope of Work (Appendix A)

Unarmed Guards, per hours of service (See Attachment A)

Straight Time Rate \$ 19.57 per hour

Regular shift, Straight time to include:
24 hour basis, 7 days per week, Holidays included

Item 2:

Total charges for all services specified in the Scope of Work (Appendix A)

Unarmed Guards, per hours of service (See Attachment A)

Straight Time Rate \$ 24.06 per hour

Extra Guard Service beyond the normal daily shift,
For emergency services on an As-Needed basis.

New Rate Per Hour

Item 1:

Total charges for all services specified in the Scope of Work (Appendix A)

Unarmed Guards, per hours of service (See Attachment A)

Straight Time Rate \$ 19.82 per hour

Regular shift, Straight time to include:
24 hour basis, 7 days per week, Holidays included

Item 2:

Total charges for all services specified in the Scope of Work (Appendix A)

Unarmed Guards, per hours of service (See Attachment A)

Straight Time Rate \$ 24.37 per hour

Extra Guard Service beyond the normal daily shift,
For emergency services on an As-Needed basis.

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Attachment "B" Award Sheet
Contract NO. 86124
Contract Modification No. 2
Security Guard Services ("Unarmed") for Department of Public Works 1600 Mission
April 29, 2011

Special Conditions, No. 74 Insurance have been updated as follows (bolded):

74. Insurance. 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 94102-4686

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.

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

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Attachment "B" Award Sheet

Contract NO. 88124

Contract Modification No. 2

Security Guard Services ("Unarmed") for Department of Public Works 1680 Mission

April 29, 2011

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.

j. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

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

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

RECEIVED
PURCHASING DEPARTMENT
09 APR -8 AM 10:47



Contract Modification 1

Security Guard Service ("Unarmed") for Department of Public Works 1680 Mission

A TopNotch Security Services, Inc.
Db a ATSSI
Attn: Norma Edar
3254 19th Street
San Francisco, CA 94110

Date: March 23, 2009
Buyer Name: Darlene Frohm
Term Contract: **No. 86124**
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 | 11-1-08 | 10-31-2011 | \$1,000,000 | |
| | | | No Change | Items 1: \$19.57 (rate per hour) Items 2: \$24.06 (rate per hour) |

This modification 1 changes the contract as follows:

Increases the shift and extra guard hourly rate due to a MCO Hourly increase o 4.67% effective January 1, 2009.

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

Approved by the City:

Naomi Kelly
Naomi Kelly, Director of OCA and Purchaser

3-27-09

Date

Approved by Contractor:

Norma P. Edar
Signature

4-3-09

Date

Name and title

NORMA P. EDAR, CFO

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

P-280 (02-06-09)