

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

Security Guard Service ("Unarmed") for One South Van Ness Avenue

Black Bear Security
 Attn: Moura Borisova
 2016 Oakdale Avenue
 San Francisco, CA 94124
 E-mail: msmoura@blackbearsecurity.com

Date: February 7, 2012
 Buyer Name: Gloria Lucas-Davis
 Term contract: 86140
 City Blanket No. BPSF00003502
 Type: Indefinite quantity
 Not-to-exceed amount: \$1,300,000

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

| Modification | Start date | End date | Amount | Other changes |
|-------------------|------------|-----------|-------------|---|
| Original contract | 08-04-08 | 08-04-11 | \$1,000,000 | |
| 1 | No Change | No Change | No Change | 2.5% MCO Wage Increase Effective 07-01-10 |
| 2 | No Change | No Change | No Change | 1.3% MCO Wage Increase Effective 02-01-11 & Contract Conditions updated |
| 3 | 08-05-11 | 08-04-12 | No Change | |
| 4 | 01-01-12 | No Change | \$1,300,000 | Rate increase and Contract Conditions updated |

This modification 4 changes the contract as follows:

- Effective January 1, 2011, the wage rates have been increased by 5% due to increases in MCO and HCAO. See Attachment A, Award Sheet.
- Contract amount has been increased from \$1,000,000 to \$1,300,000.
- "Getting Paid for Goods and/or Services from the City" is added. See Attachment B.

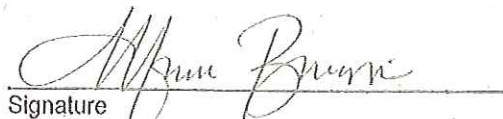
All other prices, terms, and conditions remain the same.

Approved by the City:


 Jaci Fong, Acting Director of OCA and Purchaser

2/14/2012
 Date

Approved by Contractor:


 Signature

2/14/12
 Date

Name and title

Moura Borisova CEO

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

P-280 (11/20/09)

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 Appendix A, Article I. B. 1-7)

Straight Time Rate \$ 18.30 per hour
Straight time to include:
24 hour basis, 7 days per week,
Holidays included.

Item 2:

Hourly rate for extra guard(s) if required
by department.

\$ 26.45 per hour (1st shift)
\$ 26.45 per hour (2nd shift-swing)
\$ 26.45 per hour (3rd shift-graveyard)
\$ 26.45 per hour (weekend/holiday)

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 Appendix A, Article I. B. 1-7)

Straight Time Rate \$ 19.22 per hour
Straight time to include:
24 hour basis, 7 days per week,
Holidays included

Item 2:

Hourly rate for extra guard(s) if required
by department.

\$ 28.83 per hour (1st shift)
\$ 28.83 per hour (2nd shift-swing)
\$ 28.83 per hour (3rd shift-graveyard)
\$ 28.83 per hour (weekend/holiday)

"Getting Paid for Goods and/or Services from the City" is hereby added as follows:

Getting paid for goods and/or services from the City:

1. Beginning January 2012, all City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through Paymode-X, the City's third party service that provides Automated Clearing House (ACH) payments.
2. Electronic payments are processed every business day and are safe and secure.
3. To sign up for electronic payments, visit www.sfgov.org/ach.
4. The following information is required to sign up:
 - a. The enroller must be their company's authorized financial representative.
 - b. The company's legal name, main telephone number and all physical and remittance addresses used by the company
 - c. The company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor)
 - d. The company's bank account information, including routing and account numbers

If you have questions, please email: ACH.Support@sfgov.org

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Contract Modification 3

Security Guard Service ("Unarmed") for One South Van Ness Avenue

Black Bear Security
 Attn: Moura Bourisova
 2016 Oakdale Avenue
 San Francisco, CA 94124
 E-mail: msmoura@blackbearsecurity.com

Date: 08-17-11
 Buyer Name: Gloria Lucas-Davis
 Term contract: 86140
 City Blanket No. BPSF00003502
 Type: Indefinite quantity
 Not-to-exceed amount: \$1,000,000

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

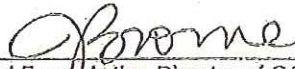
| Modification | Start date | End date | Amount | Other changes |
|-------------------|------------|-----------|-------------|---|
| Original contract | 08-04-08 | 08-04-11 | \$1,000,000 | |
| 1 | No Change | No Change | No Change | 2.5% MCO Wage Increase, Effective 07-01-10 |
| 2 | No Change | No Change | No Change | 1.3% MCO Wage Increase Effective 02-01-11 & Contract Conditions updated |
| 3 | 08-05-11 | 08-04-12 | No Change | |

This modification 3 changes the contract as follows:

- The contract term is extended from August 5, 2011 through August 4, 2012.

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

Approved by the City:


 Jaci Fong Acting Director of OCA and Purchaser

8/21/11
 Date

Approved by Contractor:


 Signature

11/3/11
 Date

Name and title

MOURA BOURISOVA CEO

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 One South Van Ness Avenue

Black Bear Security
Attn: Moura Boursova
2016 Oakdale Avenue
San Francisco, CA 94124
E-mail: msmoura@blackbearsecurity.com

Date: 04-12-11
Buyer Name: Gloria Lucas-Davis
Term contract: 86140
City Blanket No. BPSF00003502
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 | 08-04-08 | 08-04-11 | \$1,000,000 | |
| 1 | No Change | No Change | No Change | 2.6% MCO Wage Increase Effective 07-01-10 |
| 2 | No Change | No Change | No Change | 1.3% MCO Wage Increase Effective 02-01-11 & Contract Conditions updated |

This modification 2 changes the contract as follows:

- Effective February 1, 2011, the wage rates have been increased by 1.3%, due to the increase in Minimum Compensation Ordinance ("MCO"). (See Attachment A) and
- Contract Special Conditions, #74 Insurance, has been revised. (See Attachment B).

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

Approved by the City:

Jack Fong, Acting Director of OCA and Purchaser

4/26/2011
Date

Approved by Contractor:

Signature

4/27/11
Date

Name and title

Moura Boursova, CEO

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 Appendix A, Article I. B. 1-7)

Straight Time Rate \$ 18.07 per hour

Straight time to include:

24 hour basis, 7 days per week,

Holidays included

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 Appendix A, Article I. B. 1-7)

Straight Time Rate \$ 18.30 per hour

Straight time to include:

24 hour basis, 7 days per week,

Holidays included

No. 74 Insurance has been revised adding the following conditions (**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
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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.

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.

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Contract Modification 1

Security Guard Service ("Unarmed") for One South Van Ness Avenue

Black Bear Security
Attn: Moura Bourisova
2016 Oakdale Avenue
San Francisco, CA 94124
E-mail:msmoura@blackbearsecurity.com

Date: 04-26-10
Buyer Name: Gloria Lucas-Davis
Term contract: 86140
City Blanket No. BPSF 00003502
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 | 08-04-08 | 08-04-11 | \$1,000,000 | |

This modification 1 changes the contract as follows:

Effective July 1, 2010, by mutual agreement, the wage rates have been increased by 2.5%, (See Attachment A). This increase is due to the increase in Minimum Compensation Ordinance ("MCO").

All other terms and conditions remain the same.

Approved by the City:

Naomi Kelly, Director of OCA and Purchaser

4-29-10
Date

Approved by Contractor:

Signature

4/30/10
Date

Name and title

MOURA BOURISOVA, CEO

Attachment "A" Award Sheet
Contract NO: 86140
Contract Modification No. 1
Security Guard Services ("Unarmed") for One South Van Ness Avenue
April 26, 2010

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 Appendix A, Article I. B. 1-7)

Straight Time Rate \$ 17.63 per hour

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

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 Appendix A, Article I. B. 1-7)

Straight Time Rate \$ 18.07 per hour

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