

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

Cable Car Traction Cable

WireCo WorldGroup  
 DBA: Broderick & Bascom  
 John Josendale  
 24150 Oak Grove Lane  
 Sedalia, MO 65302  
[JohnJosendale@wirecoworldgroup.com](mailto:JohnJosendale@wirecoworldgroup.com)

Date: November 22, 2013  
 Buyer Name: Carolyn Sladnick  
 Term contract: 73903  
 City Blanket No. BPSF00003705  
 Type: Indefinite quantity  
 Not-to-exceed amount: \$5,300,000.00

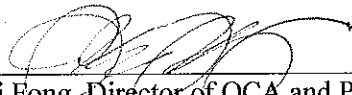
The history of this contract and its modifications is as follows:

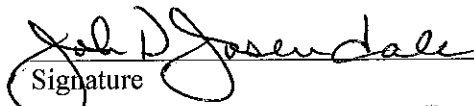
Modification	Start date	End date	Amount	Other changes
Original contract	01/01/11	12/31/13	\$5,000,000	
1	01/01/14	12/31/14	\$5,300,000	One (1) year contract extension Update contract terms and conditions Add \$300,000 to Citywide Blanket

This modification 1 changes the contract as follows:

- It extends the contract one (1) year from January 01, 2014 through December 31, 2014.
- It updates the terms and conditions of the contract per Attachment B.
- It adds \$300,000 to Citywide Blanket. Total estimated Not-to-Exceed amount: \$5,300,000.

All other terms and conditions remain the same.

Approved by the City:   
 Jaci Fong, Director of OCA and Purchaser  
 Date: 12/11/2013

Approved by Contractor:   
 Signature  
 Date: 12/18/2013

Name and title: John Josendale Sr. Vic Pres. Global Sales

Add to Bid and Contract Conditions:

**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](http://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](mailto:ACH.Support@sfgov.org)

Bid and Contract Condition 25b, LBE Utilization; Liquidated Damages- Compliance and Enforcement, is hereby deleted in its entirety and replaced with the following:

**25b. LBE Utilization; Liquidated Damages - Compliance and Enforcement**

(1) **Enforcement.** If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Contract Monitoring Division (CMD) or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of CMD") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of CMD will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the CMD shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of CMD or the Controller upon request.

Bid and Contract Condition 29, Submitting False Claims; Monetary Penalties, is hereby deleted in its entirety and replaced with the following:

**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.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco\\_ca\\$sync=1](http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sync=1). 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.

General Condition 41, LBE, is hereby deleted in its entirety and replaced with the following:

**41. LBE Ordinance** –To qualify for a bid discount under the provisions of Administrative Code Chapter 14B, an LBE must be certified by the Contracts Monitoring Division (formerly ‘Human Rights Commission’) by the Bid Due date. The certification application is available from CMD (415) 581-2310, and on the web. CMD’s home page is:

<http://sfgsa.org/index.aspx?page=6130>

Click on the “LBE Certification” tab.

General Condition 43, Bid Preference for Brokerage Services, is hereby deleted in its entirety and replaced with the following:

**43. LBE bid discount; brokerage services** – Pursuant to Section 14B.7 of the Administrative Code, a bid discount will only be awarded to an LBE directly responsible for providing materials, equipment, supplies or services to the City as required by the Bid solicitation. An LBE will be deemed to be directly responsible for providing the required commodity or service only if it regularly does business as a manufacturer, or authorized manufacturer’s representative, dealer or distributor, stocking distributor, franchisee, licensee, service provider, or has another direct agency relationship with the manufacturer or provider of the solicited commodity or service, and has been so certified by the Contracts Monitoring Division. An LBE will be considered to be “regularly doing business”, as that term is used in the foregoing paragraph, if in the normal course of business, it stocks, warehouses or distributes commodities to businesses or entities other than public entities having a local business preference program. Such a determination will be subject to audit by CMD. No preference will be given to an LBE engaging in brokerage, referral or temporary employment services not meeting this definition, unless those services are required and specifically requested by the department.

General Condition 44e, LBE Subcontracting-HRC Data on LBE's, is hereby deleted in its entirety and replaced with the following:

**44 e. LBE Subcontracting - CMD Data on LBEs.** Contractor will obtain from CMD a copy of CMD's database of LBEs, and this or other information from CMD, shall be the basis for determining whether a LBE is confirmed with CMD. Contractor will obtain an updated copy of CMD's database at least **quarterly**. Please call CMD at (415) 581-2310.

General Condition 51, Reports by Contractor – Multi-Year Term Contract, is hereby deleted in its entirety and replaced with the following:

#### **51. Reports by Contractor**

##### **Multi-year Term Contracts**

Each year, no later than February 15; Contractor shall submit a soft copy report of the total items ordered, by month, under this contract during the preceding calendar year (January 1 – December 31). The report must be in a format acceptable to City and must list by department or location the following: (1) all items awarded under this contract; and (2) total quantity and dollar value of each item ordered, including items for which there were no orders. Contractor must also furnish a separate similar report for the total of all items ordered by City which are not part of this Contract, and any usage reports required prior to the extension of a Contract or Contract Modification. Emailed reports must not be larger than **10MB**.

Contractor shall email reports to:

[OCAVendor.Reports@sfgov.org](mailto:OCAVendor.Reports@sfgov.org)

Any report files larger than **10MB** must be submitted in electronic format on CD-ROM or USB drive and mailed to the address shown below with the term contract number and "Annual Vendor Reporting" clearly marked on the envelope/packaging.

Contractor shall mail the reports to:

OCA Vendor Reporting  
Re: Term Contract No. XXXXX  
City and County of San Francisco  
Office of Contract Administration – Purchasing  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4685

**General Condition 57, Request for Taxpayer Identification Number and Certification – IRS Form W-9** is hereby deleted in its entirety.

**General Condition 64, Contract Product/Service Quality Report** is hereby deleted in its entirety.

**General Condition 66, Graffiti Removal** is hereby deleted in its entirety.

**Special Condition 70D, Traction Cable Specifications-Fabrication, Lubrication** updates Grignard Company, Inc. telephone number as follows:

Telephone: (732) 340-1111

*Note: Special Condition 70D, Traction Cable Specifications- Fabrication remains unchanged with the exception of the Grignard Company, Inc. telephone number update, as indicated directly above.*

Special Condition 70E, Traction Cable Specifications - Construction, Paragraph 1 is hereby deleted in its entirety and replaced with the following:

**70E. Traction Cable Specifications – Construction, Paragraph 1**

Wire rope shall have six strands of sixteen main wires and three filler wires. Center wire shall be 0.076” in diameter. The center wire shall be covered by six wires 0.074” in diameter. The outer layer shall consist of three 0.112” diameter wires and six 0.098” diameter wires laid in a modified Warrington pattern, two 0.098”, one 0.112”, two 0.098” and one 0.112”.

*Note: Special Condition 70E, Traction Cable Specifications- Construction, Paragraph 2 remains unchanged.*

Special Condition 70F, Cable Lengths is hereby deleted in its entirety and replaced with the following:

**70F. Cable Lengths**

Cables shall be furnished in the following continuous lengths (without splices)

Minimum Standard Cable Lengths	Cable Designation
9,300 feet	Powell Line
10,300 feet	Mason Line
16,000 feet	Hyde Line
21,700 feet	California Line

Lengths shown are at 70 degrees F.

The exact amount of cable needed by the City is difficult to estimate due to factors like wear, rain, damage, etc. The City estimates that the total annual need for cable is as follows:

Powell Line	5 reels
Mason Line	4 reels
Hyde Line	4 reels
California Line	3 reels

**The City reserves the right to use an alternate supplier for up to 25% of this length for Testing and evaluation purposes during revenue service.**

Special Condition 72, Cable Testing, Paragraph 4 is hereby deleted in its entirety and replaced with:

**72. Cable Testing – Paragraph 4**

All test methods shall be mailed by U.S. Postal Service to Nelson Aceto, Cable Car Division, 1201 Mason Street, San Francisco, CA 94108.

*Note: Special Condition 72 Cable Testing, Paragraphs 1-3 remain unchanged.*

Special Condition 76, Pre-Qualification-Cable Usage Requirements is hereby deleted in its entirety and replaced with:

**76. Pre-Qualification - Cable Usage Requirements**

The City's experience shows that if careful and consistent processes are used to manufacture the wire rope, both in the metallurgy of the wires, and consistency of closing the cable, the wire rope will have a long useful life. The City has determined an average cable life for each of the four (4) cables used in the Cable Car system, based on averages calculated since 1984. The average life expectancies are listed below.

Powell Line	80 operating days
Mason Line	100 operating days
Hyde Line	120 operating days
California Line	140 operating days.

On a normal operating day, the cable will travel approximately 190 miles. The cable that is submitted for testing and pre-qualification will be compared with these expectancies to evaluate the ability of the Supplier to satisfy the requirements of the City. See Sec. 78 below.

Special Condition 78, Pre-Qualification of Suppliers is hereby deleted in its entirety and replaced with:

**78. Pre-Qualification of Suppliers**

Only wire rope manufacturers listed below whose wire rope has been tested and pre-qualified will be considered in making the award on this contract proposal. Prospective suppliers who wish to be pre-qualified for future contracts may contact:

Nelson Aceto, Christopher Chong or Rigoberto Hernandez  
San Francisco Municipal Railway  
Cable Machinery Division,  
1201 Mason Street  
San Francisco, CA 94108.  
Tel: (415) 292-2055

The City will continue to pre-qualify wire rope suppliers, but at this time consideration cannot be given to manufacturers of wire rope who have not been pre-qualified. Suppliers whose product has been previously tested as unsatisfactory in

actual operation will not be considered. In addition, suppliers who have not met the packaging, replacement, removal, storage and technical support requirements specified in this document will not be considered.

The following manufacturers are pre-qualified for this contract proposal:

WirecoWorldGroup 12200 NW Ambassador Dr. Kansas City, MO 64163	Broderick & Bascom Rope Co. 24150 Oak Grove Lane Sedalia, MO 65301-9540	Union Wire Rope 6700B S. Sooner Rd. Oklahoma City, OK 73135
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Special Condition 79, Delivery is hereby deleted in its entirety and replaced with:

**79. Delivery**

The wire rope cable shall be delivered to the location below:

SFMTA Cable Car Barn  
1201 Mason Street  
San Francisco, CA 94108

The Supplier shall deliver any and all of the four (4) cable lengths to the Cable Car Barn within five(5) business days after receipt of the order. (See Special Condition 58, Cable Storage) The Cable Car Group will notify the Supplier when they should deliver cable. Orders may be placed by telephone or by fax with an approved Purchase Order number. The Supplier must not deliver cable to the Cable Car Barn without proper Purchase Order authorization from the Cable Car Group staff listed below. Each reel of cable will be ordered, and paid for separately. The Cable Car Group must be notified five (5) calendar days before delivery, to arrange for parking permits. The Cable Machinery contact persons are:

Nelson Aceto or Rigoberto Hernandez  
(415) 292-2055

The Supplier is advised to become familiar with these delivery requirements prior to bidding. Special attention should be given to the crane height, the size of the doors and the delivery route to the Cable Car Barn.

Prices are **F.O.B. Destination**, Cable Car Barn, 1201 Mason Street, San Francisco, CA. 94108. **Manufacturer's packing list must be included with each delivery in order for the invoice to be paid.** The Bill of Lading from the delivery company will not suffice.