

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

Cable Car Traction Cable

WireCo WorldGroup
 DBA: Bröderick & Bascom
 John Josendale
 24150 Oak Grove Lane
 Sedalia, MO 65302
JohnJosendale@wirecoworldgroup.com

Date: December 30, 2015
 Buyer Name: Hermilo Rodis
 Term contract: 73903
 City Blanket No. BPSF00003705
 Type: Indefinite quantity
 Not-to-exceed amount: \$6,500,000.00

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

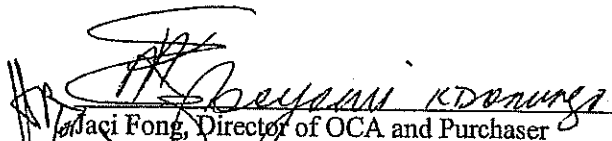
Modification	Start date	End date	Amount	Other changes
Original contract	01/01/11	12/31/13	\$5,000,000	
1	01/01/14	12/31/14	\$5,300,000	One (1) year contract extension Update contract terms and conditions Add \$300,000 to Citywide Blanket
2	01/01/15	12/31/15	\$5,500,000	One (1) year contract extension Update contract terms and conditions Add NTE amount
3	01/01/16	06/30/16	\$6,500,000	Six (6) month contract extension Add NTE amount

This modification 3 changes the contract as follows:

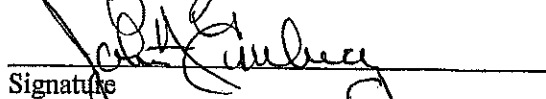
- It extends the contract one (6) months from January 01, 2016 through June 30, 2016 .
- Increase NTE amount from \$5,500,000 to \$6,500,000.

All other terms and conditions remain the same.

Approved by the City:


 Jaci Fong, Director of OCA and Purchaser
 Date: 1/19/16

Approved by Contractor:


 Signature
 Date: 1/20/2016

Name and title

John Embrey VP Sales

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

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Contract Modification 2

Cable Car Traction Cable

WireCo WorldGroup
 DBA: Broderick & Bascom
 Karrie Wigington
 12200 NW Ambassador Drive
 Kansas City, MO 64163-1244
karriewigington@wirecoworldgroup.com

Date: December 29, 2014
 Buyer Name: Pamela Olivier
 Term contract: 73903
 City Blanket No. BPSF00003705
 Type: Indefinite quantity
 Not-to-exceed amount: \$5,500,000.00

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

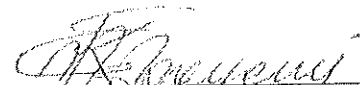
Modification	Start date	End date	Amount	Other changes
Original contract	01/01/11	12/31/13	\$5,000,000	
1	01/01/14	12/31/14	\$5,300,000	One (1) year contract extension Update contract terms and conditions Add \$300,000 to Citywide Blanket
2	01/01/15	12/31/15	\$5,500,000	One (1) year contract extension Update contract terms and conditions Increase NTE amount

This modification 1 changes the contract as follows:

- It extends the contract one (1) year from January 01, 2015 through December 31, 2015.
- It updates the terms and conditions of the contract per Attachment B.
- Increase NTE amount from \$5,300,000 to \$5,500,000

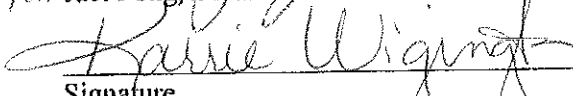
All other terms and conditions remain the same.

Approved by the City:


 Jaci Fong, Director of OCA and Purchaser

1/6/15
 Date

Approved by Contractor:


 Signature

1/8/15
 Date

Name and title

Karrie Wigington Pricing Contracts

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

P-280 (11/20/09)

Update Bid and Contract Conditions:

Section 60. Earned Income Credit (EIC) Forms is deleted and replaced in its entirety:

60. Consideration Of Criminal History in Hiring and Employment Decisions

A. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

B. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement.

C. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

D. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

E. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 60.D, above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

F. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

G. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

H. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

Section 79. Delivery is deleted and replaced in its entirety:

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:

Robert Bergesen
(415) 559-0334

Nelson Aceto
(415) 292-2059

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.

Section 80. Payment is deleted and replaced in its entirety:

80. Payment. The City agrees to pay for all products in accordance with the prices quoted in the successful bid and subject to any applicable discount provisions contained in said bid. Payments shall be made by the City to Contractor in arrears, for **completed orders**, throughout the term of the contract. Invoices submitted by the Contractor must be in a form acceptable to Purchasing and Controller. All amounts paid by the City to the Contractor shall be subject to the audit by the City.

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Contract Modification 1

Cable Car Traction Cable

WireCo WorldGroup
 DBA: Broderick & Bascom
 John Josendale
 24150 Oak Grove Lane
 Sedalia, MO 65302
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

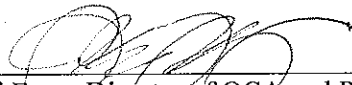
The history of this contract and its modifications is as follows:

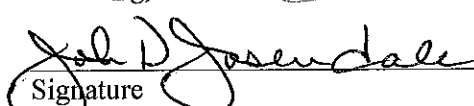
Modification	Start date	End date	Amount	Other changes
Original contract	01/01/11	12/31/13	\$5,000,000	
1	01/01/14	12/31/14	\$5,300,000	One (1) year contract extension Update contract terms and conditions Add \$300,000 to Citywide Blanket

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 12/11/2013
 Date

Approved by Contractor: 
 Signature 12/18/2013
 Date

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.
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

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

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.