

CITY AND COUNTY OF SAN FRANCISCO

SECOND AMENDMENT

CONTRACT ID: 1000018283

THIS FIRST AMENDMENT (this "Amendment") is made as of **December 31, 2020**, in San Francisco, California, by and between **MOONSTAR BUFFET RESTAURANT, 383 Gellert Blvd, Daly City, CA 94015** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its **Human Services Agency**.

RECITALS

WHEREAS, City and Contractor have previously entered into an agreement dated June 22, 2020 (the "Agreement"); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to revise the term, and increase the contract amount; and

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Qualifications ("RFQ") #999 issued on April 23, 2020, in which City selected Contractor;

NOW, THEREFORE, Contractor and the City agree as follows:

Article 1 Modifications to the Agreement.

1. **Article 2.1.** Term of the Agreement currently reads as follows:

The term of this Agreement shall commence on **June 22, 2020** and continue through **December 31, 2020**, unless earlier terminated as otherwise provided herein.

Such section is hereby superseded in its entirety to read as follows:

The term of this Agreement shall commence on **June 22, 2020** and expire on **April 30, 2021**, unless earlier terminated as otherwise provided herein.

2. **Article 3.3.1. Payment** of the Agreement currently reads as follows:

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the HSA Director, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies

the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Six Million, Three Hundred Sixty Nine Thousand Dollars (\$6,369,000)**. The breakdown of charges associated with this Agreement appears in Appendix B-1, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B-1. In no event shall City be liable for interest or late charges for any late payments.

Such section is hereby superseded in its entirety to read as follows:

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B-1, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the HSA Director, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million, Three Hundred Thirty Nine Thousand Dollars (\$9,339,000)**. The breakdown of charges associated with this Agreement appears in Appendix B-2, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B-2. In no event shall City be liable for interest or late charges for any late payments.

3. **Appendix B.** Appendix B-1, Calculation of Charges of the Aforesaid Agreement displays the original total amount of **\$ 6,369,000**.

Such section is hereby superseded in its entirety by Appendix B-2, Calculation of Charges which displays the budget as herein modified to **\$ 9,339,000**.

4. This Amendment shall be effective on and after the date of this Amendment.

5. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

MOONSTAR BUFFET RESTAURANT

Approved by:

DocuSigned by:
Trent Rhorer 3/26/2021
By: 9753A8870BB74EE...
Trent Rhorer
Executive Director
Human Services Agency

DocuSigned by:
Daisy Li 3/25/2021
By: BB83386384A94B2...
Print Name: Daisy Li
Title: Chief Financial Officer
Address: 383 Gellert Blvd.
City, State ZIP: Daly City, CA 94015

City Supplier ID: 0000037416

Approved as to Form:

Dennis J. Herrera
City Attorney

DocuSigned by:
David K. Ries 3/26/2021
By: EFF1B0C5BE4244A...
David Ries
Deputy City Attorney

Approved:

DocuSigned by:
Sailaja Kurella 4/7/2021
By: 78EAE44AB01C4E0...
Sailaja Kurella,
Acting Director of the Office of Contract
Administration, and Purchaser

**Appendix B-2
Calculation of Charges**

- I.** Contractor shall submit invoices on a monthly basis. Invoices shall document the number of meals provided as outlined in Appendix A, and any additional work performed under the scope of this contract.
- II.** Invoice Payments: Compensation shall be based on invoice payment amounts of \$60 per person per day for up to 500 clients per day.

# of People per day	# of Days	Meal Rate	Total	Contingency	Not to Exceed
500	283	\$60	\$ 8,490,000	\$ 849,000	\$ 9,339,000

- III.** The total contract amount is \$8,490,000 plus a contingent amount of \$849,000 for a total amount not to exceed \$9,339,000 for the term 6/22/20-4/30/21.
- IV.** Invoices submitted for payment will include status reports detailing the executed work, location, number of meals provided, and type of meal. Program Manager verification and approval of the work detailed in the status reports and the invoices is required for payment.
- V.** A final closing invoice, clearly marked "FINAL," shall be submitted no later than thirty (30) calendar days following the closing date of the Agreement, and shall include only those Services rendered during the referenced period of performance. City's final reimbursement to the Contractor at the close of the Agreement period shall not exceed the total amount authorized and certified for this Agreement.