

CONTRACTOR COPY

EXECUTED COPY

MODIFICATION NO. 2
SUPPLEMENTAL AGREEMENT TO
CONTRACT NO. AT(04-3)-269

SUPPLEMENTAL AGREEMENT

This SUPPLEMENTAL AGREEMENT is entered into this 16th day of January, 1969, effective October 28, 1968, between the United States of America (hereinafter called the "Government"), acting through the United States Atomic Energy Commission (hereinafter called the "Commission"), and the City and County of San Francisco, a municipal corporation organized and existing under the laws of the State of California, acting through its PUBLIC UTILITIES COMMISSION (hereinafter called the "Contractor").

WITNESSETH THAT:

WHEREAS, the parties desire to provide for an increased supply of water to the Government under this contract and to revise certain of the contract terms and conditions, all as hereinafter more fully set forth; and

WHEREAS, the Commission certifies that this negotiated modification to the contract is authorized by and executed under Section 302(c)(15) of the Federal Property and Administrative Services Act of 1949, as amended, and Section 31c of the Atomic Energy Act of 1954, as amended;

NOW, THEREFORE, the parties hereto agree that Contract No. AT(04-3)-269 shall be amended as follows:

1. There is added to ARTICLE I - DEFINITIONS, the following as a new subparagraph (d):

"(d) Except as otherwise provided in this contract, the term "subcontract" includes purchase orders under this contract."

2. ARTICLE III - TERM OF CONTRACT, is amended to read as follows:

"(a) This agreement shall remain in force and effect for the period from June 27, 1960 through June 30, 1969, and thereafter may be extended at the option of the Government on a year-to-year basis by the Government giving written notice to the Contractor on or before March 31 of its intention to renew for the following fiscal year. In the event the Government fails at any time or times to give notice of intention to renew, this agreement shall not expire until ten days following receipt by the Government of written notice from Contractor specifying a termination date for service and this agreement shall be renewed as if such notice of intention to renew had been timely given by March 31, if within such ten-day period Government gives written notice to the Contractor of its election to renew.

(b) The Government may terminate this agreement at any time upon giving thirty-days' notice to the Contractor of its decision to terminate, in which case charges for service under this contract shall be equitably prorated for the billing period in which termination of this contract shall become effective."

3. So much of ARTICLE X - RATES AND CHARGES, as reads "effective January 1, 1960" is changed to read "effective May 1, 1962" and there is substituted for Exhibit C dated January 1, 1960, a revised Schedule C, dated May 1, 1962.
4. ARTICLE XIX - NONDISCRIMINATION IN EMPLOYMENT, as amended, is retitled and further amended to read:

"ARTICLE XIX - EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

5. ARTICLE XXI - COVENANT AGAINST CONTINGENT FEE is amended to read:

"The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee."

6. ARTICLE XXII - RENEGOTIATION is amended to read:

"If this contract is subject to the Renegotiation Act of 1951, as amended, the following provisions shall apply:

- (a) This contract is subject to the Renegotiation Act of 1951, (50 U.S.C. App. 1211, et seq.), as amended, and to any subsequent act of Congress providing for the renegotiation of contracts. Nothing contained in this Article shall impose any renegotiation obligation with respect to this contract or any subcontract hereunder which is not imposed by an act of Congress heretofore or hereafter enacted. Subject to the foregoing, this contract shall be deemed to contain all the provisions required by section 104 of the Renegotiation Act of 1951, and by any such other act, without subsequent contract amendment specifically incorporating such provisions.
- (b) The Contractor agrees to insert the provisions of this Article, including this paragraph (b), in all subcontracts, as that term is defined in section 103g of the Renegotiation Act of 1951, as amended."

7. ARTICLE XXIII - EXAMINATION OF RECORDS is amended to read:

- "(a) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.
- (b) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this Article excludes (i) purchase orders not exceeding \$2,500 and (ii) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- (c) Nothing in this contract shall be deemed to preclude an audit by the General Accounting Office of any transaction under this contract."

8. ARTICLE XXIV - SAFETY, HEALTH AND FIRE PROTECTION, is deleted and there is substituted therefor a new Article XXIV reading as follows:

"ARTICLE XXIV - CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor."

9. Paragraphs 4 and 5 of Exhibit A are amended to read as follows:

"4. Estimated Service Requirements

normal	1960	350,000 gallons per day (average)
	1970	750,000 gallons per day (average)
	1975	1,000,000 gallons per day (average)
emergency	(fire)	1,500,000 gallons per day (maximum)

5. Meter Requirements

normal rate of flow	1350 gpm
maximum rate of flow	2000 gpm
maximum pressure	150 psi"

Except as hereinabove provided, all terms and conditions of Contract No. AT(04-3)-269 shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT as of day and year first above written.

APPROVED AS TO FORM:

Thomas M. O'Connor
City Attorney

By: William F. Towne
Public Utilities Counsel

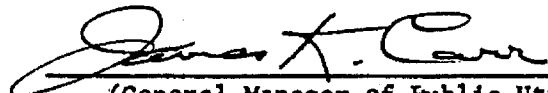
THE UNITED STATES OF AMERICA

BY: [Signature]
San Francisco Operations Office
U. S. Atomic Energy Commission

THE CITY AND COUNTY OF SAN FRANCISCO
BY ITS PUBLIC UTILITIES COMMISSION

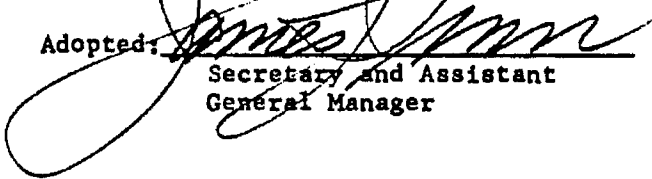
BY: [Signature]
General Manager of Public Utilities

I, James K. Carr, certify that I am General Manager of Public Utilities of the City and County of San Francisco, named as Contractor in the foregoing contract; that I have duly signed and executed said contract for and on behalf of said Contractor as duly authorized by law and by the Charter of the City and County of San Francisco and that said contract is within the scope of the corporate powers of the City and County of San Francisco, a Municipal Corporation duly organized and existing under and by virtue of the laws of the State of California.


(General Manager of Public Utilities)

ATTEST:
Authorized by Public Utilities
Commissioner Resolution No. 69-0001

JANUARY 7 1969

Adopted: 
Secretary and Assistant
General Manager