

City and County of San Francisco  
Office of Contract Administration  
Purchasing  
1 Dr. Carlton B. Goodlett Place, Room 430  
San Francisco, CA 94102 - 4685



# CONTRACT MODIFICATION NO. 2

## Indefinite Quantity

GROENIGER & COMANY  
P. O. Box 3629  
Hayward, CA 94540-3629  
Attn: ~~Richard Alexander~~

*Scott Silverthorn*

Date October 24, 2007

Contract Proposal No. 75719

Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to modify the prices and furnish the Articles indicated below. Such Articles are to be delivered in the manner and the form and at the times and prices set forth in the above numbered Contract B'd Proposal, but only after receipt of order properly certified by the Controller of the City and County of San Francisco.

### CONTRACT EXTENSION

For furnishing and delivering **POLYMER CONCRETE AND CONCRETE WATER METER BOXES AND COVERS.**

By mutual agreement, the contract is extended an additional twelve (12) months for the term December 1, 2007 through November 30, 2008.

In addition the following Special Condition is new and has been added to Contract 75719. (See Attachment "A").

87 Food Service Waste Reduction Requirements

All other prices, terms and conditions remain the same.

Acknowledge receipt and acceptance of this Contract Modification in the space below. Return to Purchaser, 1 Dr. Carlton E. Goodlett Place, Room 430, San Francisco, CA, 94102-4685. DUPLICATE COPY IS FOR YOUR FILES.

*Paul James* 10-26-07  
As the duly appointed Purchaser Date  
of the City and County of San Francisco

### RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor GROENIGER & COMPANY  
By *Scott Silverthorn* DISTRICT SALES  
Signature Title  
Print Name SCOTT SILVERTHORN  
Date 10-26-07

Attachment "A"  
Contract No. 75719  
Contract Modification No. 2  
Groenlger & Company  
October 24, 2007

**The following Special Condition has been added to Contract 75719.**

**86. Food Service Waste Reduction Requirements**

Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.



Gavin Newsom  
Mayor

Naomi Kelly  
Director and Purchaser

Purchasing Division

October 24, 2006

**CONTRACT TERMINATION**

**Polymer Concrete and Concrete Water Meter Boxes and Covers**

**Contract No. 75719**

**Vendor: Centennial Distributors, Inc.**

**Blanket Purchase Order Nos.: BPSF00002031**

TO ALL USER DEPARTMENTS:

Please be advised that due to insufficient activity, the following items on this contact shall be terminated effective November 30, 2006.

Polymer Concrete and Concrete Water Meter Boxes and Covers: items 301 – 313.

Department may purchase of the above items by using their Prop Q authority or by submitting requisitions to OCA - Purchasing for bidding purposes.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Susan Leung".

s/Susan Leung  
Purchaser  
(415) 554-3266

ssl/cad

cc: B. Kawamura

OCT-30-2006 MON 02:03 PM

FAX NO.

P. 02

City and County of San Francisco  
Office of Contract Administration  
Purchasing  
1 Dr. Carlton B. Goodlett Place, Room 430  
San Francisco, CA 94102 - 4615



# CONTRACT MODIFICATION NO. 1

Indefinite Quantity

**GROENIGER & COMPANY**  
P. O. Box 3829  
Hayward, CA 94540-3829  
Attn: Richard Alexander

Date October 23, 2006

Contract Proposal No. 75719

Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to modify the prices and furnish the Articles indicated below. Such Articles are to be delivered in the manner and the form and at the times and prices set forth in the above numbered Contract Bid Proposal, but only after receipt of order properly certified by the Controller of the City and County of San Francisco.

## CONTRACT EXTENSION/PRICE INCREASE

For furnishing and delivering **POLYMER CONCRETE AND CONCRETE WATER METER BOXES AND COVERS.**

By mutual agreement, the contract is extended an additional twelve (12) months for the term December 1, 2006 through November 30, 2007.

By mutual agreement, prices have increased in accordance with Special Condition No. 59 - Contract Price Escalation, effective December 1, 2006, an increase of 5% will be allowed on items 101, 102, 103, 104, 105, 106, 107, 108 and 109: (See Attachment "A").

By mutual agreement, prices remain the same on items 201 and 202: (See Attachment "A").

In addition, the following Special Conditions are new and have been added to Contract 75719. (See Attachment "A").

- |  |   |
|--|---|
| 75. Default Remedies                               | 81. Bid Protests                                      |
| 76. Termination for Convenience                    | 82. First Source Hiring Program (FSHP)                |
| 77. Liability of City                              | 83. Prohibition on Political Activity with City Funds |
| 78. Drug-Free Workplace Policy                     | 84. Contract Product/Service Quality Report           |
| 79. Compliance with American with Disabilities Act | 85. Nondisclosure of Private Information              |
| 80. Compliance with Laws                           | 86. Graffiti Removal                                  |

All other prices, terms and conditions remain the same.

Acknowledge receipt and acceptance of this Contract Modification in the space below. Return to Purchaser, 1 Dr. Carlton B. Goodlett Place, Room 430, San Francisco, CA, 94102-4615. DUPLICATE COPY IS FOR YOUR FILES.

[Signature] 10-26-06  
At the duly appointed Purchaser Date  
of the City and County of San Francisco

### RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Groeniger & Co.  
By Richard Alexander, V.P. / Scott Silverthorn  
Signature Title District Sales  
Date 10/30/06

Attachment "A"  
Contract No. 75719  
Contract Modification No. 1  
Groeniger & Company  
October 23, 2006

**Per Special Conditions 59 – Contract Price Escalation, an increase of 3% will be allowed on the following items:**

Item No.	Description	Old Price	New Price
101	9210-45-04 BOX, WATER METER, Polymer Concrete Frame, 10" x 15" x 12" for 1" Meter (Water Dept. No. 056-25-0925)	\$ <u>24.50/ea</u>	\$ <u>25.24/ea</u>
102	9210-45-04 BOX, WATER METER, Polymer Concrete Frame, 17" x 30" x 12" for 2" Meter (Water Dept. No. 056-25-0930)	\$ <u>51.25/ea</u>	\$ <u>52.79/ea</u>
103	9210-45-04 COVER, WATER METER, Polymer Concrete, 1-Piece Cover 10" x 15" Traffic Loading Non-Skid Surface (Water Dept. No. 056-25-1600)	\$ <u>16.80/ea</u>	\$ <u>17.30/ea</u>
104	9210-45-04 COVER, WATER METER, Polymer Concrete, 13" x 24", With 7" x 13" Open for Drop- In Read Lid, Traffic Loading, Non-Skid Surface (Water Dept. no. 056-25-1601)	\$ <u>32.45/ea</u>	\$ <u>33.42/ea</u>
105	9210-45-04 COVER WATER METER, Polymer Concrete, 17" X 30", With 7" x 14" Open for Drop- In Read Lid, Traffic Loading, Non-Skid Surface (Water Dept. No. 056-25-1602)	\$ <u>47.00/ea</u>	\$ <u>48.41/ea</u>



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Item No.	Description	Old Price	New Price
106	9210-45-04 COVER Polymer Concrete, 7" x 13" Drop-in Read Lid Non-Skid Surface (Water Dept. No. 056-25-1603)	\$ <u>7.85/ea</u>	\$ <u>8.09/ea</u>
107	9210-45-04 COVER Polymer Concrete 9" x 14" Drop-in Read Lid Non-Skid Surface (Water Dept. No. 256-25-1604)	\$ <u>8.45/ea</u>	\$ <u>8.65/ea</u>
108	9210-45-04 COVER #0 Polymer Concrete Oval 10" x 16" Non-Skid Surface (Water Dept. No. 056-25-1605)	\$ <u>13.15/ea</u>	\$ <u>13.54/ea</u>
109	9210-45-04 COVER #1 Polymer Concrete Oval 10" x 18" x 1 1/8" Non-Skid Surface (Water Dept. No. 056-25-1606)	\$ <u>22.40/ea</u>	\$ <u>23.07/ea</u>
201	9210-45-04-0300 BOX, CURB VALVE, Concrete, Complete with Cover,  (Water Dept. No. 356-25-0900)	\$ <u>20.00/ea</u>	\$ <u>20.00/ea</u>
202	9210-45-04-0350 COVER, CURB VALVE, Concrete, Reinforced. Must Fit Item 201 above  (Water Dept. No. 356-25-1499)	\$ <u>5.20/ea</u>	\$ <u>5.20/ea</u>

Attachment A  
Contract No. 75719  
Contract Modification No. 1  
Groeniger & Company  
October 23, 2006

The following Special Conditions have been added to Contract 76184.

**75. DEFAULT; REMEDIES**

On and after any event of default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Contract or to seek specific performance of all or any part of this Contract. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Contract or any other contract.

All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

**76. TERMINATION FOR CONVENIENCE**

City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City.

**77. LIABILITY OF CITY**

City's payment obligations under this contract shall be limited to the payment of the compensation provided for under this contract. Notwithstanding any other provision of this contract, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this contract or the services performed in connection with this contract.

**78. DRUG-FREE WORKPLACE POLICY**

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents, or assigns will be deemed a material breach of this Contract.

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**79. COMPLIANCE WITH AMERICAN WITH DISABILITIES ACT**

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Contract.

**80. COMPLIANCE WITH LAWS**

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Contract, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

**81. BID PROTESTS**

Bid protests for purchases of Commodities in excess of \$50,000 shall be submitted and responded to in accordance with Rules and Regulations 21.3(i) pertaining to the San Francisco Administrative Code, Chapter 21.

**82. FIRST SOURCE HIRING PROGRAM (FSHP)**

If the contract is for more than \$50,000, the successful bidder will be required to agree to comply fully with and be bound by the provisions of the First Source Hiring Program ordinance, as set forth in San Francisco Administrative Code Chapter 83. Generally, this ordinance requires contractors to notify the First Source Hiring program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this Chapter. For additional information regarding FSHP, call (415) 401-4935.

**A. Incorporation of Administrative Code Provisions by Reference**

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Contract as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Contract under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Contract shall have the meanings assigned to such terms in Chapter 83.



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**B. First Source Hiring Agreement**

- (1) Contractor will comply with First Source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the exclusive opportunity to initially provide Qualified Economically Disadvantaged Individuals for consideration for employment for Entry Level Positions. The duration of the First Source interviewing requirement shall be ten (10) days, unless business necessity requires a shorter period of time.
- (2) Contractor will comply with requirements for providing timely, appropriate notification of available Entry Level Positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of Qualified Economically Disadvantaged Individuals to participating Employers.
- (3) Contractor agrees to use good faith efforts to comply with the First Source hiring requirements. A contractor may establish its good faith efforts by filing: 1) its available Entry Level Position with a job applicant referred through the First Source Program; and 2) fifty percent (50%) of its subsequent available Entry Level Positions with job applicants referred through the San Francisco Workforce Development System. Failure to meet this target, while not imputing bad faith, may result in a review of the Contractor's employment records.

**C. Hiring Decisions**

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

**D. Exceptions**

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

**E. Liquidated Damages**

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$2,070 for every new hire for an Entry Level Position improperly withheld from the First Source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

**F. Subcontracts**

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this section.



**83. PROHIBITION ON POLITICAL ACTIVITY WITH CITY FUNDS**

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this contract. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this contract, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

**84. CONTRACT PRODUCT/SERVICE QUALITY REPORT**

The attached report (Attachment "A") will be provided to departments using this contract. Users of the contract may complete and return these reports at any time during the life of the contract. The purpose of the report is to monitor contractor performance and determine supplier successes or shortcomings. Each report will be sent to the awarded/supplier/contractor. They will have an opportunity to respond to the information provided by the department. Quality reports that go unresolved to the satisfaction of the Purchaser may be used as a basis for commencement of partial or complete contract default proceedings.

**85. NONDISCLOSURE OF PRIVATE INFORMATION**

As of March 5, 2005, Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code (the "Nondisclosure of Private Information Ordinance"), including the remedies provided. The provisions of the Nondisclosure of Private Information Ordinance are incorporated herein by reference and made a part of this Contract as though fully set forth. Capitalized terms used in this section and not defined in this Contract shall have the meanings assigned to such terms in the Nondisclosure of Private Information Ordinance. Consistent with the requirements of the Nondisclosure of Private Information Ordinance, Contractor agrees to all of the following:

- (a) Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the City in the performance of this Contract to any other Subcontractor, person, or other entity, unless one of the following is true:
  - (i) The disclosure is authorized by this Contract.
  - (ii) The Contractor received advance written approval from the Contracting Department to disclose the information; or
  - (iii) The disclosure is required by law or judicial order.
- (b) Any disclosure or use of Private Information authorized by this Contract shall be in accordance with any conditions or restrictions stated in this Contract. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

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- (c) Private Information shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.
- (d) Any failure of Contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Contract, debar Contractor, or bring a false claim action against Contractor.

**86. GRAFFITI REMOVAL**

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this contract shall constitute a default of this Contract

