No. 0520 P.

2008

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



# CONTRACT MODIFICATION NO. 1

Indefinite Quantity

International Fire, Inc. 765 Pennsylvania Avenue San Francisco, CA 94107-3411 Attn: Michael Giometti

July 25, 2008 Date

Contract Proposal No. 85614

Estimated Amount: Indefinite

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

# Contract Extension and Price Increase

For furnishing and delivering Fire Extinguisher Servicing.

By mutual agreement, the contract is extended an additional twolve (12) months for the term July 1, 2008 through June 30, 2009.

Also by mutual agreement, prices have increased in accordance with Special Condition No. 77, Price. Effective July 1, 2008 an increase of 5% will be allowed on all Items as indicated below: (See Attachment A).

The following condition has been added to contract 85614 (See Attachment B).

- Food Service Waste Reduction Requirements. 88.
- Graffiti Removal 89.

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, 94x02-4685. DUPLICATE COPY IS FOR YOUR FILES.

OA-As the duly appointed Purchaser of the City and County of San Prancisco

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Item	·	Old Price per	New Price per
No.	Description	Unit	Unit

# **REFILL EXTINGUISHER (Including Chemicals)**

1.	2½ Gal. Pressurized Water Extinguisher	\$ <u>8.00</u> ea.	\$ <u>8.40</u> ea.
2.	5 lb. CO <sub>2</sub> Extinguisher	\$ <u>9.50</u> ea.	\$ <u>9.98</u> ea.
3.	10 lb. CO <sub>2</sub> Extinguisher	\$ <u>12.50</u> ea.	\$ <u>13.13</u> ea.
4.	15 lb. CO <sub>2</sub> Extinguisher	\$ <u>13.50</u> ea.	\$ <u>14.18</u> ea.
5.	20 lb. CO <sub>2</sub> Extinguisher	\$ <u>18.50</u> ea.	\$ <u>19.43</u> ea.
6.	2½ to 2¾ lb. Extinguisher, Dry Chemical	\$ <u>9.50</u> ea.	\$ <u>9.98</u> ea.
7.	5 to 6 lb. Extinguisher, Dry Chemical	\$ <u>12.00</u> ea.	\$ <u>12.60</u> ea.
8.	10 lb. Extinguisher, Dry Chemical	\$ <u>16.00</u> ea.	\$ <u>16.80</u> ea.
9.	20 lb. Extinguisher, Dry Chemical	\$ <u>28.00</u> ea.	\$ <u>29.40</u> ea.
10.	2½ to 22 lb. Halon Refill, Dry Chemical	\$ <u>15.00</u> ea.	\$ <u>15.75</u> ea.
11.	Halon FM200 Refill (SF Muni System) (refill cylinders, 4 cylinders at 500 lb. each estimated once per year)	\$ <u>26.00</u> lb.	\$ <u>27.30</u> lb.
12.	Halotron Refill (SF Airport System) (refill cylinders, 4 cylinders at 500 lb. each estimated once per year)	\$ <u>14.00</u> lb.	\$ <u>14.70</u> lb.
13.	K-type for kitchen use	\$ <u>49.00</u> ea.	\$ <u>51.45</u> ea.

#### ANNUAL SERVICE

14.	21/2 Gal. Pressurized WATER Extinguisher, Serviced	\$ <u>8.00</u> ea.	\$ <u>8.40</u> ea.
15.	2½ lb. to 20 lb. CO <sub>2</sub> Extinguisher, Serviced	\$ <u>8.00</u> ea.	\$ <u>8.40</u> ea.
16.	50 lb. to 100 lb. CO <sub>2</sub> Dry Chemical Wheeled Units, Serviced	\$ <u>18.00</u> ea.	\$ <u>18.90</u> ea.
17.	2½ lb. to 20 lb. DRY CHEMICAL Extinguisher, Service	\$ <u>8.50</u> ea.	\$ <u>8.93</u> ea.
18.	2½ to 20 lb., DRY CHEMICAL Extinguisher, 6 yr. Maintenance	\$ <u>8.50</u> ea.	\$ <u>8.93</u> ea.
19.	All sizes HALON 1211 (portable) Extinguishers, Serviced	\$ <u>8.50</u> ea.	\$ <u>8.93</u> ea.
20.	All sizes HALON and HALOTRON, 6-Year, Maintenance	\$ <u>18.50</u> ea.	\$ <u>19.43</u> ea.

Contract Modification No. 1 Fire Extinguisher Servicing July 25, 2008

Item		Old Price per	New Price per
No.	Description	Unit	Unit
110.	Description	Ont	Ont

## HYDROSTATIC TEST

21.	2½ Gal. Pressurized Water Extinguisher	\$ <u>8.00</u> ea.	\$8.40 ea.
22.	2½ lb. to 20 lb. CO <sub>2</sub> Extinguisher	\$ <u>15.00</u> ea.	\$ <u>15.75</u> ea.
23.	All sizes of Dry Chemical, DOT and NON-DOT Cylinders (Every 12-year test)	\$ <u>12.00</u> ea.	\$ <u>12.60</u> ea.
24.	All sizes of HALON and HALOTRON	\$ <u>16.00</u> ea.	\$ <u>16.80</u> ea.
25.	Cartridge EXCHANGE 10 to 30 lb. CO <sub>2</sub>	\$9.25 ea.	\$ <u>9.71</u> ea.
26.	Powder, Bulk, Dry Chemical ABC	\$1.25 lb.	\$ <u>1.31</u> lb.
27.	Halon 1211 or 1301	\$ <u>14.00</u> lb.	\$ <u>14.70</u> lb.
28.	Additional Hourly Labor Charge (Repair of Cabinets, Hose racks, etc.)	\$ <u>50.00</u> hr.	\$ <u>52.50</u> hr.
29.	HOOD CERTIFICATION (Semi-annual certification on Dry Chemical Systems)	\$ <u>125.00</u> /system	\$ <u>131.25</u> /system
30.	HALON, HALOTRON AND FM200 SYSTEM SERVICE (Annual inspection)	\$ <u>350.00</u> /system	\$ <u>367.50</u> /system

## REPLACEMENT PARTS

31.	"O" Rings (except water pressurized) - Small	\$ <u>1.00</u> ea.	\$1.05 ea.
32.	"O" Rings (except water pressurized) - Medium	\$ <u>1.00</u> ea.	\$ <u>1.05</u> ea.
33.	"O" Rings (except water pressurized) – Large	\$ <u>1.25</u> ea.	\$ <u>1.31</u> ea.
34.	"O" Rings, (For water pressurized) - Small	\$ <u>2.50</u> ea.	\$ <u>2.63</u> ea.
35.	"O" Rings, (For water pressurized) - Large	\$ <u>3.50</u> ea.	\$ <u>3.68</u> ea.
36.	Pull Pins – Small	\$ <u>1.00</u> ea.	\$ <u>1.05</u> ea.
37.	Pull Pins – Large	\$ <u>1.00</u> ea.	\$ <u>1.05</u> ea.
38.	Fire Extinguisher wall mounts	\$5.00 ea.	\$5.25 ea.
39.	Locks (LL-24 Lock set)	\$ <u>12.50</u> ea.	\$ <u>13.13</u> ea.
40.	Dry Chemical Value Stems	\$ <u>6.50</u> ea.	\$ <u>6.83</u> ea.

Item No.	Description	Old Price per Unit	New Price per Unit
	CEMENT PARTS (Continued)		
41.	Cabinet Glass	\$ <u>9.95</u> ea.	\$ <u>10.45</u> ea.
42.	Fire Extinguisher Labels	\$ <u>2.00</u> ea.	\$ <u>2.10</u> ea.
43.	Fire Extinguisher Signs – Small	\$ <u>3.50</u> ea.	\$ <u>3.68</u> ea.
44.	Fire Extinguisher Signs – Large	\$ <u>4.50</u> ea.	\$ <u>4.73</u> ea.
45.	Hose Inspection for deterioration or rotting	\$ <u>8.00</u> ea.	\$ <u>8.40</u> ea.
46.	Hose refolding and hanging	\$ <u>8.00</u> ea.	\$ <u>8.40</u> ea.
47.	Discharge hoses for extinguishers – 5 lb. Amerex	\$ <u>15.00</u> ea.	\$ <u>15.75</u> ea.
48.	Discharge hoses for extinguishers – 10 lb. Amerex	\$ <u>15.00</u> ea.	\$ <u>15.75</u> ea.
49.	Discharge hoses for extinguishers – 5 lb. Badger	\$ <u>15.00</u> ea.	\$ 1 <u>5.75</u> ea.
50.	Discharge hoses for extinguishers – 10 lb. Badger	\$ <u>15.00</u> ea.	\$ <u>15.75</u> ea.
51.	Discharge hoses for extinguishers – All others	\$ <u>15.00</u> ea.	\$ <u>15.75</u> ea.
52.	Fire Hose Adjustable: 1½" Plastic Fog Nozzle	\$ <u>13.50</u> ea.	\$ <u>14.18</u> ea.
53.	Gauges – G-100G	\$ <u>7.50</u> ea.	\$ <u>7.88</u> ea.
54.	Gauges – All others	\$ <u>6.00</u> ea.	\$ <u>6.30</u> ea.
55.	CO <sub>2</sub> Hoses – 10 lb. 18"	\$ <u>10.50</u> ea.	\$ <u>11.03</u> ea.
56.	CO <sub>2</sub> Hoses – 15 lb. 32"	\$ 10.50 ea.	\$ 11.03 ea.

No Description II-14	Item		Old Price per	New Price per
No. Description Unit Unit	No.	Description	Unit	Unit

## **REPLACEMENT PARTS (Continued)**

68.	Siphon Tubes, plastic, all types – Medium	\$ <u>8.50</u> ea.	\$ <u>8.93</u> ea.
69.	Siphon Tubes, plastic, all types – Large	\$ <u>9.00</u> ea.	\$ <u>9.45</u> ea.
70.	Siphon Tubes, metal, all types – Small	\$ <u>9.00</u> ea.	\$ <u>9.45</u> ea.
71.	Siphon Tubes, metal, all types – Medium	\$ <u>9.25</u> ea.	\$ <u>9.71</u> ea.
72.	Siphon Tubes, metal, all types – Large	\$ <u>9.50</u> ea.	\$ <u>9.98</u> ea.
73.	Corrosion Inhibitor	\$ <u>7.00</u> ea.	\$ <u>7.35</u> ea.
74.	Fusible Links for Hood Systems	\$ <u>15.00</u> ea.	\$ <u>15.75</u> ea.
75.	AMEREX or BADGER 5lb. Extinguishers 3A-40BC	\$ <u>39.50</u> ea.	\$ <u>41.48</u> ea.
76.	AMEREX or BADGER 10 lb. Extinguishers 4A-80BC	\$ <u>52.00</u> ea.	\$ <u>54.60</u> ea.
77.	AMEREX or BADGER 20 lb. Extinguishers 20A-120BC	\$ <u>83.50</u> ea.	\$ <u>87.68</u> ea.
78.	5 lb. Vehicle brackets	\$ <u>11.00</u> ea.	\$ <u>11.55</u> ea.
79.	10 lb. Vehicle brackets	\$ <u>17.00</u> ea.	\$ <u>17.85</u> ea.
80.	20 lb. Vehicle brackets	\$ <u>26.00</u> ea.	\$ <u>27.30</u> ea.
81.	1½" x 50 ft. Rack and Reel Fire Hose	\$ <u>75.00</u> ea.	\$ <u>78.75</u> ea.
82.	1½" x 75 ft. Rack and Reel Fire Hose	\$ <u>87.00</u> ea.	\$ <u>91.35</u> ea.
83.	1½" x 100 ft. Rack and Reel Fire Hose	\$ <u>110.00</u> ea.	\$ <u>115.50</u> ea.
84.	Class K, Kitchen Unit	\$ <u>186.00</u> ea.	\$ <u>195.30</u> ea.

#### 88. Food Service Waste Reduction Requirements

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.

#### 89. 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.)