

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 2

PLUMBING AND STEAM FITTING MATERIALS AND SUPPLIES

Central Builders Supply
1637 Fillmore Street
San Francisco, CA 94115
Attn: Elson Low

Date: July 29, 2010
Buyer's Name: Hermilo Rodis
Term Contract: 76038
City Blanket: EPSF00003406
Type: Indefinite quantity
NTE Amount: \$1,000,000

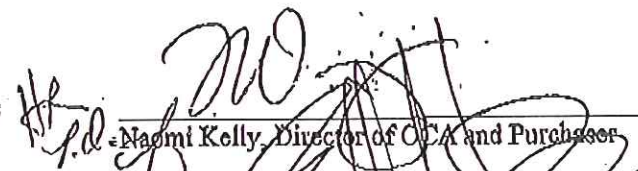
The history of this contract and its modifications is as follows:

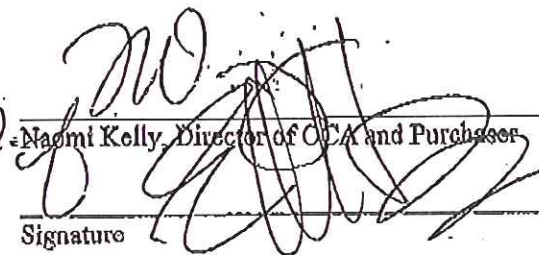
Modification	Start date	End date	Amount	Other changes
Original Contract	08/01/07	07/31/09	\$1,000,000	
Modification # 1	08/01/09	07/31/10	No Change	
Modification # 2	08/01/10	07/31/11	No Change	Add & Modify Conditions

By mutual agreement, this modification 2 changes the contract as follows:

- It extends the contract one year, from August 1, 2010 through July 31, 2011.
- Condition 99: Food Service Waste Reduction Requirements (Attachment "A") has been added.
- Contract Condition 29: Submitting False Claims; Monetary Penalties is being replaced in its entirety by the language stated in Attachment "B".

All other terms and conditions remain the same.

Approved by the City:  Naomi Kelly, Director of OCA and Purchases 8/17/2010
Date

Approved by Contractor:  Elson Low, V.P. 8/10/10
Signature Date

Name and Title: Elson Low, V.P.

Attachment "A"
Contract Modification No. 2
Contract 76038
Central Builder's Supply
July 29, 2010

99. **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.

Attachment "B"
Contract Modification No. 2
Contract 76038
Central Builder's Supply
July 29, 2010

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.municode.com/Library/clientCodePage.aspx?clientID=4201>. 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.

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Contract Modification 1

PLUMBING AND STEAM FITTING MATERIALS AND SUPPLIES

Central Builders Supply
 1637 Fillmore Street
 San Francisco, CA 94115
 Attn: Elson Low

Date: July 27, 2009
 Buyer's Name: Pamela Olivier
 Term Contract: 76038
 Type: Indefinite quantity
 NTE Amount: \$1,000,000

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

Modification	Start date	End date	Amount	Other changes
Original Contract	08/01/07	07/31/09	Same	Original Contract
Modification # 1	08/01/09	07/31/10	Same	One-Year Extension

This modification #1 changes the contract as follows:

It extends the contract one year, from August 1, 2009 through July 31, 2010.

By mutual agreement, the contract is extended for an additional one (1) year from August 1, 2009 through July 31, 2010.

All other terms and conditions remain the same.

Approved by the City: *N.K.*
 Naomi Kelly, Director of OCA and Purchaser
 Date: 8-14-09

Approved by Contractor: *[Signature]*
 Signature
 Date: 8.25.09

Name and Title: ELSON LOW, VICE PRESIDENT

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