



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

Fluid Gauge Company, Inc.
62 Dorman Avenue
San Francisco, CA 94124
Attn: Scott Peterson

Date: July 15, 2010
Buyer's Name: Hermilo Rodas
Term Contract: 76038
City Blanket: BPSF00003405
Type: Indefinite quantity
NTB 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	Price Reduction/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".
- 10% discount in the net price to the City, in consideration of a one year extension of the contract. New adjusted discounts will be effective March 15, 2010 and are listed in Attachment "C", award sheets.

All other terms and conditions remain the same.

Approved by the City:

Naomi Kelly, Director of OCA and Purchaser

8/17/2010

Date

Approved by Contractor:

Signature

8/18/10

Date

Name and Title:

T. Scott Peterson, VP

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.

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.

Item No.	Description	Manufacturer	Catalog Dated	Current Discount	Adjusted (Effective) Discount
305	"Powers Regulator Company" products.	Powers	Oct, 2006	50%	55.00%
305A	Repair parts for "Powers Regulator	Powers	Oct, 2006	50%	55.00%
316	Miscellaneous float valves.	Gadren Machine	June, 2006	40%	46.00%
316A	Repair parts for Item No. 316 float	Gadren Machine	June, 2006	30%	37.00%
327	Valves, gate, globe and check, 1" to	Crane	June, 2006	66%	69.40%
327A	Repair parts for "Crane" valves.	Crane	June, 2006	66%	69.40%
344	Valves, solenoid pilot or direct operated	Asco	July, 2006	15%	23.50%
344A	Repair parts for "Asco" solenoid valves.	Asco	July, 2006	15%	23.50%
350	Diaphragm seals, process gages, test gages,	Ashcroft	February, 2006	40%	46.00%
352	Pressure and flow switches, flow meters,	Dwyer	Sept, 2005	net	10.00%
354	Air/vacuum valves, "Apco".	Apco	June, 2006	net	10.00%
354A	Repair parts for "Apco" valves.	Apco	June, 2006	net	10.00%
360	Valves, knife-gate, butterfly and ball,	Apollo	May, 2006	40%	46.00%
360A	Repair parts for "FNNW" valves.	Apollo	May, 2006	40%	46.00%
450	Pipe Fittings not covered by "Pipe and Pipe Fittings Contract"	Smith Blair	January, 2006	45%	50.50%
620	Pipe insulation; fiberglass.	General Insulation	December, 2005	40%	46.00%
620A	Pipe insulation supplies, tape, etc.	General Insulation	December, 2005	15%	23.50%
700	Radiator valves, "Hoffman".	Hoffman	July, 2006	46.5%	51.85%
800	Steam traps, "Hoffman".	Hoffman	July, 2006	40.5%	46.45%
800A	Repair parts for above steam traps.	Hoffman	July, 2006	40.5%	46.45%
820	All threaded rods 3/8" - 1" dia., up to	PHD	June, 2006	65%	68.50%
900	Fountains and other type of water dispensing	Haws	January, 2006	38.5%	44.65%
900A	Repair parts for Haws Drinking Fountains	Haws	January, 2006	38.5%	44.65%

* Vendor has offered 10% off the net discounted price from the catalog. (i.e: \$50[catalog price] -40%[contract percent discount] = \$30[contract net price] -10%[add'l discount offered by Fluid Gauge] = \$27.00 [new adjusted net price])

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Contract Modification 1

PLUMBING AND STEAM FITTING MATERIALS AND SUPPLIES

65 Fluid Gauge Company, Inc.
~~82~~ Dornan Avenue
 San Francisco, CA 94124
 Attn: Scott Peterson

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: *Naomi Kelly* *8-14-09*
 Signature Date

Approved by Contractor: *Scott Peterson* *8/31/09*
 Signature Date

Name and Title: *T. Scott Peterson, Vice President*