

Oct. 29. 2009 10:43AM

No. 7027 P. 2/2

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

Pipe and Pipe Fittings

GROENIGER & COMPANY
Attn: Scott Silverthorn
27750 Industrial Blvd.
Hayward, CA 94545

Date: October 19, 2009
Buyer's Name: Pamela Olivier
Term Contract: 76031
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	12/01/06	11/30/08	\$1,000,000	Original Contract
Modification 1	12/01/08	11/30/09	N/C	Extended/Modified: 24. Non-Discrimination Penalties/Added: 99. Food Service Waste Reduction Requirement
Modification 2	12/01/09	11/30/10	N/C	Extend contract one year

This modification #2 changes the contract as follows:

It extends the contract one (1) year, from December 1, 2009 through November 30, 2010.

All other terms and conditions remain the same.

Approved by the City: *Naomi Kelly* *Naomi Jones*
Naomi Kelly, Director of OCA and Purchaser
Date: 10-28-09

Approved by Contractor: *Scott Silverthorn*
Signature
Date: 10-29-09

Name and Title: Scott Silverthorn District Sales

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

RECEIVED
PURCHASING DEPARTMENT

08 OCT 17 AM 10:45



CONTRACT MODIFICATION NO. 1

Indefinite Quantity

GROENIGER & COMPANY
27750 Industrial Blvd.
Hayward, CA 94545
Attn: Scott Silverthorn

Date September 30, 2008

Contract Proposal No. 76031

Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to extend the contract 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 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 **Pipe and Pipe Fittings.**

By mutual agreement, the contract is extended an additional twelve (12) months for the term **December 1, 2008 through November 30, 2009.**

The following condition has been modified to Contract 76031 (See Attachment "A").

24. Nondiscrimination; Penalties

The following condition has been added to Contract 76031 (See Attachment "A").

99. Food Service Waste Reduction Requirement)

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, 94102-4685. DUPLICATE COPY IS FOR YOUR FILES.

Ben Ames 10-3-08
As the duly appointed Purchaser Date
of the City and County of San Francisco

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Groeniger & Co.
By Scott Silverthorn Sales
Signature Title
Print Name Scott Silverthorn
Date 10-9-08

The following condition has been modified to read as follows:

24. Nondiscrimination; Penalties

a. Contractor Shall Not Discriminate

In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. Subcontracts

Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. Nondiscrimination in Benefits

Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. Condition to Contract

As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

e. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

The following condition has been to Contract 76031.

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.