

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

Fuel, Diesel, Biodiesel and Gas (Secondary)

Nella Oil Company, LLC
 Attn: T.A. Dwele
 2360 Lindberg Street
 Auburn, CA 95602

Date: September 17, 2010
 Buyer Name: Pamela Olivier
 Term contract: 70882
 Citywide Blanket: BPSF00003606
 Type: Indefinite quantity
 Not-to-exceed amount: \$9,000,000


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


Modification	Start date	End date	Amount	Other changes
Original contract	09/01/09	08/31/10	No Change	
1	No Change	No Change	No Change	Add items 228 & 324
2	09/01/10	08/31/11	No Change	Extend one year/Update Bid and Contract Conditions 24 & 29/Add Locations/Add Line Items 324-327

This modification 2 changes the contract as follows:

- Extends contract for one year, from 09/01/10 through 08/31/11
- Update Bid and Contract Conditions 24 and 29 (See Attachment "A")
- Add locations to Special Conditions 73 - Delivery Locations. (See Attachment "A")
- Add Line Items to Special Conditions 81 - Additional Items, Items 324-327, B5 Bio Diesel Fuel to Central Shop Location (See Attachment "A")

All other terms and conditions remain the same.

Approved by the City:  9/21/10
P.D. by for Naomi Kelly, Director of OCA and Purchaser Date

Approved by Contractor:  10/20/10
 Signature Date

Name and title: Thomas A. Dwele, Manager
 Sign and return one original. The duplicate original is for your files. P-280 (2-09-09)

Please note the following Bid and Contract Conditions have been updated:

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.

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.

Per Special Conditions 73 – Delivery Locations, the following locations have been added to the contract:

73. Delivery Locations

Additional Locations:

<u>Locations</u>	<u>No of Tank(s) &Size</u>	<u>Type Fuel</u>	<u>Aver Delivery</u>
REAL ESTATE			
Hall of Justice 850 Bryant Street San Francisco, CA	(1) 6,000 gal	Red Dye Diesel	2,000 gal.
Taraval Police Station 2345 24 th Avenue San Francisco, CA	(1) 10,000 gal	Red Dye Diesel	300 gal.
Central Police Station 766 Vallejo Street San Francisco, CA	(1) 260 gal	Red Dye Diesel	130 gal.
Mission Police Station 630 Valencia Street San Francisco, CA	(1) 600 gal	Red Dye Diesel	300 gal

<u>Locations</u>	<u>No of Tank(s) &Size</u>	<u>Type Fuel</u>	<u>Aver Delivery</u>
Bayview Police Station 201 Williams Street San Francisco	(1) 514 gal	Red Dye Diesel	200 gal
Park Police Station 1899 Waller Street San Francisco, CA	(1) 75 gal	Red Dye Diesel	30 gal
Northern Police Station 1125 Filmore Street San Francisco, CA	(1) 260 gal	Red Dye Diesel	150 gal
Richmond Police Station 461 6 th Avenue San Francisco, CA	(1) 75 gal	Red Dye Diesel	30 gal
Ingleside Police Station 1 John V. Young San Francisco, CA	(1) 75 gal	Red Dye Diesel	30 gal
Tenderloin Police Station 301 Eddy Street San Francisco, CA	(1) 260 gal	Red Dye Diesel	150 gal
Central Radio Station) (DTIS) 1 Christmas Tree Point Road San Francisco, CA	(1) 1,000 gal (1) 1,000 gal	Red Dye Diesel Red Dye Diesel	500 gal
Forest Hill (DTIS) 150 Mendoza Avenue San Francisco, CA	(1) 336 gal	Red Dye Diesel	150 gal
Bernal Heights American Tower Building (DTIS) 99 Moultrie Drive San Francisco, CA	(1) 200 gal	Red Dye Diesel	100 gal
South Hill (DTIS) 57 Alta Vista Way Daly City, CA	(1) 140 gal	Red Dye Diesel	52 gal
SF State University (DTIS) 1600 Holloway Avenue (Thornton Hall-Science Bldg.) San Francisco, CA	(1) 140 gal	Red Dye Diesel	70 gal
One Market Plaza (DTIS) One Market St.-Spear Tower San Francisco, CA	(1) 400 gal	Red Dye Diesel	200 gal

<u>Locations</u>	<u>No of Tank(s) &Size</u>	<u>Type Fuel</u>	<u>Aver Delivery</u>
Clay Jones Appt. (20 th Floor.-Equip. Rm.) 1250 Jones Street San Francisco, CA	(1) 336 gal	Red Dye Diesel	150 gal
VA Medical Center (Fort Miley) 4150 Clement Street San Francisco, CA	(1) 140 gal	Red Dye Diesel	70 gal
901 Rankin San Francisco, CA	(1) 150 gal	Red Dye Diesel	75 gal
25 Van Ness Avenue Basement San Francisco, CA	(1) 100 gal	Red Dye Diesel	N/A gal
1680 Mission Street Outside, West of Building San Francisco, CA	(1) 1,000 gal	Red Dye Diesel	50 gal
1660 Mission Street Roof San Francisco, CA	(1) 50 gal	Red Dye Diesel	N/A gal
City Hall 1 Dr. Carlton B. Goodlett Place In the moat, east side of building San Francisco, CA	(1) 1,200 gal	Red Dye Diesel	500 gal
One So. Van Ness Basement South West Corner San Francisco, CA	(1) 3,000 gal	Red Dye Diesel	2000 gal
Public Health 1380 Howard Street San Francisco, CA	(1) 100 gal	Red Dye Diesel	55 gal

Per Special Conditions 81 – Additional Items, the following items have been added to the contract:

81. Additional Items

Central Shop

	Item	Delivery Quantity (Gallons)	Mark Up/Down
Bio Diesel			
(B5)	324	under 2,000	+0.0048
	325	2,000-5,000	-.0052
	326	5,001-7,400	-.0211
	327	over 7,400	-.0355

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Contract Modification 1

Fuel, Diesel, Biodiesel and Gas

Nella Oil Company, LLC
 Attn: T.A. Dwele
 2360 Lindberg Street
 Auburn, CA 95602

Date: October 9, 2009
 Buyer Name: Howard Tevelson
 Term contract: 70882
 Type: Indefinite quantity
 Not-to-exceed amount: \$9,000,000

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

Modification	Start date	End date	Amount	Other changes
Original contract	09/01/09	08/31/10	No Change	
1	No Change	No Change	No Change	Add items 228 & 324

This modification 1 changes the contract as follows:

Per Special Conditions 81 – Additional Items, the following items have been added to the contract. (See Attachment “A”)

Items: **Secondary: 228 and 324**

All other terms and conditions remain the same.

Approved by the City: *Naomi Kelly* 10-16-09
 Naomi Kelly, Director of OCA and Purchaser Date

Approved by Contractor: *T.A. Dwele* 11/2/09
 Signature Date

Name and title LLCMGR

Attachment "A"
 Contract 70882
 Fuel, Diesel, Biodiesel and Gas
 Nella Oil Company, LLC
 October 9, 2009

Per Special Conditions 81 – Additional Items, the following have been added to the contract.

Type	Est. annual usage (gallons)	Item	Delivery quantity (gallons)	Mark Up/Down
Fire Department over marine waters				
Red Dye Diesel	7,000	228	all gallons	+.56
Port over marine waters				
Red Dye Diesel	5,000	324	all gallons	+.56