

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



CONTRACT MODIFICATION NO. 1

Indefinite Quantity

Brenntag Pacific, Inc.
860 Wharf Street
Richmond, CA 94804
Attn: Don Doodokyan

Date October 16, 2007

Contract Proposal No. 66244

Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to modify the prices 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 Bid Proposal, but only after receipt of order properly certified by the Controller of the City and County of San Francisco

PRICE INCREASE

For furnishing and delivering **Liquid Hydroflosilicic Acid.**

By mutual agreement, prices have increased in accordance with Special Condition No. 82, Contract Price Escalation, **Effective November 1, 2007** as indicated below:

Item 1 (Harry Tracy location):	Previous price \$0.878 per Active Pounds New price: \$1.0037 per Active Pounds
Item 2: (Sunol location):	Previous price: \$0.878 per Active Pounds New price: \$1.0037 per Active Pounds

The following condition have been added to this contract (see Attachment A):

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 **DUPPLICATE COPY IS FOR YOUR FILES.**

AD
7/10


As the duly appointed Purchaser
of the City and County of San Francisco

10-31-07
Date

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Brenntag Pacific
By Donny Kelly VP
Signature Title
Date 11/30/07

Add the following Condition to this contract:

- **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.