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No. 6031 P. 2

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

Granite Rock Company
365 Blomquist Street
Redwood City, CA 94063
Attn: Ron Conway

Date January 10, 2008

Contract Proposal No. 75970

Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to modify the prices and furnish the Articles/Services indicated below. Such Articles/Services 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 **Asphalt Materials and Services.**

By mutual agreement, prices have increased in accordance with Special Condition No. 84, Price Adjustment; Effective **February 1, 2008** for bid items 500 through 545 and 700 through 710. (See Attachment "A").

The following condition has been added to Contract 75970 (See Attachment "B").

103. Food Service Waste Reduction Requirements

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.

[Signature] 1-14-08 *[Initials]*
As the duly appointed Purchaser Date
of the City and County of San Francisco

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Granite Rock Co.
By *[Signature]* Account MANAGER
Signature Title
Date 1-16-08

Attachment A – Price Increases Effective February 1, 2008

Item No.	Description	Current Price	% Increase	Increase	New Price
500	Asphalt Concrete Base, 1/4", marshall mix, with PG 6416 bitumen oil.	\$73.50/ton	11.5%	\$8.45	\$81.95/ton
505	Asphalt Concrete Base, 1/4", marshall mix, high stability, with PG 70-10 bitumen oil.	\$73.50/ton	11.5%	\$8.45	\$81.95/ton
510	Asphalt Concrete Base, 1/2", marshall mix, with PG-6416 bitumen oil.	\$65.00/ton	11.5%	\$7.48	\$72.48/ton
515	Asphalt Concrete Base, 1/2", marshall mix, high stability, with PG-70-10 bitumen oil.	\$65.00/ton	11.5%	\$7.48	\$72.48/ton
520	Asphalt Concrete Base, 3/4", marshall mix, with PG-6416 bitumen oil.	\$63.50/ton	11.5%	\$7.30	\$70.80/ton
525	Asphalt Concrete Base, 3/4", marshall mix, high stability, with PG-70-10 bitumen oil.	\$63.50/ton	11.5%	\$7.30	\$70.80/ton
530	Asphalt Concrete Base, 1", marshall mix, with PG 6416 bitumen oil	\$61.50/ton	11.5%	\$7.07	\$68.57/ton
535	Asphalt Concrete Base, 1", marshall mix, high stability, with PG 70-10 bitumen oil	\$61.50/ton	11.5%	\$7.07	\$68.57/ton
540	Asphalt, Concrete, Fine, Top, Sheet	\$75.00/ton	11.5%	\$8.63	\$83.63/ton
545	Asphalt, Petroleum, Cut Back/Cold Mixed, 1/4", 100% crushed aggregate and SC grade asphalt binder	\$77.00/ton	11.5%	\$8.86	\$85.86/ton

Item No.	Description	Current Price	% Increase	Increase	New Price
700	Asphalt, Petroleum Emulsified, slow set, Type SS-1	\$5.75/gal	21.58%	\$1.24	\$6.99/gal
705	Asphalt, Petroleum Emulsified, Type SS-1, slow-set	\$.25/sq ft.	21.58%	\$.05	\$.30/sq ft.
710	Asphalt , Petroleum Emulsified, Type SS-1, slow-set	\$.73/sq ft	37.2%	\$.27	\$1.00/sq ft

103. 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.