

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

**S & S Supplies and Solutions**  
4547 Enterprise Street  
Fremont, CA 94538  
Attn: Arni Yap

Date June 13, 2008

Contract Proposal No. 74019

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 Fasteners, Drills and Reamers.

By mutual agreement, the contract is extended an additional twelve (12) months for the term August 15, 2008 through August 14, 2009.

The following condition has been added to Contract 74019. (See Attachment "A").

99. Food Service Waste Reductions 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.

Arni Yap 6-17-08  
As the duly appointed Purchaser of the City and County of San Francisco Date

NP

### RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor S and S Supplies + Solutions  
By Paula Wentworth Contract Compliance  
Signature Title  
Print Name Paula Wentworth  
Date 6-25-08

**Attachment "A"**  
**Contract Modification No. 1**  
**Contract 74019**  
**S & S Supplies and Solutions**  
**June 13, 2008**

**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.

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San Francisco, CA 94102 - 4685



# CONTRACT MODIFICATION NO. 1

Indefinite Quantity

**DTC Tool Company**  
850 Mahler Road  
Burlingame, CA 94010  
Attn: Dan Dewitt

Date June 13, 2008

Contract Proposal No. 74019

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 **Fasteners, Drills and Reamers.**

By mutual agreement, the contract is extended an additional **twelve (12) months** for the term **August 15, 2008 through August 14, 2009.**

The following condition has been added to Contract 74019. (See Attachment "A").

99. Food Service Waste Reductions 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.**

*Daniel Dewitt* 6-16-08  
As the duly appointed Purchaser of the City and County of San Francisco Date

(NT) *[Handwritten mark]*

### RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor DTC TOOL COMPANY  
By *D. Dewitt* PRESIDENT  
Signature Title  
Print Name DANIEL DEWITT  
Date 6/18/08

**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.

Jun. 17. 2008 11:21AM

No. 9622 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

Harrison & Bonini  
1122 Harrison Street  
San Francisco, CA 94103  
Attn: Paul Bonini

Date June 13, 2008

Contract Proposal No. 74019

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 Fasteners, Drills and Reamers.

By mutual agreement, the contract is extended an additional twelve (12) months for the term August 15, 2008 through August 14, 2009.

The following condition has been added to Contract 74019. (See Attachment "A").

99. Food Service Waste Reductions 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.

Bill Jones 6-17-08  
As the duly appointed Purchaser of the City and County of San Francisco Date

(17)

### RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor HARRISON & BONINI  
By Paul Bonini, Pres.  
Signature Title  
Print Name PAUL BONINI, Pres.  
Date 6/17/08

**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.