

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

12  
BY: .....



# CONTRACT MODIFICATION NO. 1

Indefinite Quantity

**POLYDYNE, INC.**  
158 Granville Way  
San Francisco, CA 94127  
Attn: Rawlin Castro

Date July 11, 2008

Contract Proposal No. 67030

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 **Water Treatment Polymers for Oceanside Water Pollution Control Plant & Southeast Water Pollution Control.**

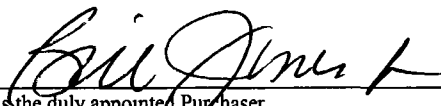
By mutual agreement, prices have increased in accordance with Special Condition No. 73, Price Adjustment Provision, effective August 11, 2008, an increase will be allowed on Items Clarifloc C-3295, Clarifloc LW-696 and Clarifloc WE-597. (See Attachment "A").

The following conditions have been added to Contract 67030. (See "Attachment A").

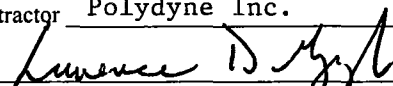
- 90. Food Service Waste Reduction Requirements
- 91. Protection of Private Information

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.

 8-1-08  
As the duly appointed Purchaser Date  
of the City and County of San Francisco *m*

### RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Polydyne Inc.  
By  Business Manager  
Signature Title  
Print Name Lawrence D. Grizzle  
Date 8/14/08

Effective August 11, 2008, an increase will be allowed on Items Clarifloc C-3295, Clarifloc LW-696 and Clarifloc WE-597 as indicated below:

<b>Item</b>	<b>Previous Price</b>	<b>New Price</b>
Clarifloc C-3295	\$1.490/lb.	\$1.555/lb.
Clarifloc LW-696	\$0.083/lb.	\$0.086/lb.
Clarifloc WE-597	\$0.077/lb.	\$0.080/lb.

Add the following conditions to Contract 67030.

**90. 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.

**91. Protection of Private Information**

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.