

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

San Diego Reference Laboratories
6122 Nancy Ridge Drive
San Diego, CA 92121
Attn: Dr. Joseph E. Graas, President/CEO

Date September 16, 2008
Contract Proposal No. 65000
Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to extend the contract and furnish the Service indicated below. Such Service 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/ PRICE INCREASE

For furnishing and delivering **Laboratory Analysis Services.**

By mutual agreement, the contract is extended an additional **twelve (12) months** for the term **September 1, 2008 through August 31, 2009.**

By mutual agreement, prices have increased in accordance with Special Condition No. 74 A and B, "Price Adjustment". Effective **September 1, 2008** an increase of **5%** will be allowed on Items 1 and 2 as indicated below:

Item 1:	Previous	\$6.00	New price:	\$6.30
Item 2:	Previous	\$6.00	New price:	\$6.30

The following Condition has been added to Contract 65000 (See Attachment "A")

85. 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] 9-16-08
 As the duly appointed Purchaser Date
 of the City and County of San Francisco

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor SAN Diego Reference Laboratories
 By *[Signature]* President - CEO
 Signature Title
 Date 9/19/08

85. Food Service Waste Reduction Requirements

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.