

May. 5. 2009 12:56PM

Received Time May 6, 2009 4:04PM No. 4336

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



Contract Modification No. 1

Janitorial Supplies

Newton Distributing
Attn: Lance LaFave
966 Watertown Street
Newton, MA 02465
E-mail: Lance@NewtonDistributing.com

Date: May 4th, 2009
Buyer Name: Darlene Frohm
Term Contract: 83047
Type: Indefinite Quantity
Not-to-exceed amount: \$1,000,000

The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	Other changes
Original contract	3-01-07	2-28-09	\$1,000,000	
1	3-01-09	2-28-10		Food Service Waste Reduction

This modification changes the contract as follows:

It extends the contract from March 1st, 2009 through February 28th, 2010.

The following condition has been added from the contract. See Attachment (A)

All other terms and conditions remain the same.

Approved by the City:

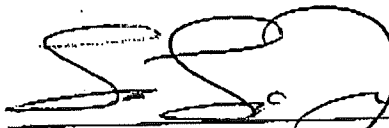


Naomi Kelly, Director of OCA and Purchaser

5-5-09
Date

Approved by Contractor:





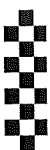
Signature

5-6-09
Date

Name and title

LANCE LAFAVE, VP

Please sign and return one original. The second original is for your records.



85. Food Service Waste Reduction Requirements

Effective June 1st, 2009, Contractor agrees to comply fully with and be bound by all 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.