

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 2

GLASS

Theisen Glass
Susan Johnson
301 Potrero Avenue
San Francisco, CA 94103
E-mail: sales@teisenglass.com

Date: 09-17-09
Buyer Name: Carlos Chavez
Term contract: 76811
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	01-01-06	10-31-08	\$1,000,000	
1	11-01-08	10-31-09		Add Special Condition Food Service Waste Reduction Requirements
2	11-01-09	01-31-10		

This modification 2 changes the contract as follows:

It extends the contract from November 1, 2009 to January 31, 2010.

All other terms and conditions remain the same.

Approved by the City:



Naomi Kelly, Director of OCA and Purchaser

9-17-09

Date

Approved by Contractor:



Signature

9-21-09

Date

Name and title



Susan Johnson
Pres.

Dec. 11, 2008 8:32AM

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

Thelsen Glass
301 Potrero Avenue
San Francisco, CA 94103
Attn: Susan Johnson

Date December 10, 2008

Contract Proposal No. 76811

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 Glass.

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

The following condition has been added to Contract 76811 (See Attachment "A").

87. 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] 12-10-08
As the duly appointed Purchaser of the City and County of San Francisco Date

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor THEISENGLASS Co
By *[Signature]* Pres
Signature Title
Date 12/11/08

87. 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.