

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

Third Amendment

THIS AMENDMENT (this “Amendment”) is made as of **April 15, 2022**, in San Francisco, California, by and between **Sunset Scavenger Company (d/b/a Recology Sunset Scavenger), Golden Gate Disposal & Recycling Company (d/b/a Recology Golden Gate) and Recology San Francisco** (collectively, “Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term and increase the contract amount; and

WHEREAS, the Agreement was obtained in accordance with the Office of Contract Administration Sole Source Waiver Number OCAWVR0003947 issued on December 3, 2020, Sole Source Waiver Number OCAWVR0004722 issued on June 15, 2021, Sole Source Waiver Number OCAWVR0005350 issued on December 1, 2021, and Sole Source Waiver Number **OCAWVR000XXXX** issued on June **XX**, 2022 and this modification is consistent therewith; and

WHEREAS, approval for the original Agreement was obtained on March 2, 2020 from the Civil Service Commission under PSC number 41761 – 19/20 in the amount of Sixty-Five Million Dollar Amount for the period commencing January 1, 2020 and ending December 30, 2027; and

WHEREAS, the City’s Board of Supervisors approved this Third Amendment by resolution number **_____** on **_____**.

NOW, THEREFORE, Contractor and the City agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated December 1, 2020 between Contractor and City, as amended by the First Amendment, dated June 29, 2021, and Second Amendment, dated November 5, 2021.

1.2 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modifications to the Agreement

The Agreement is hereby modified as follows:

2.1 Article 2. Article 2, “Term of the Agreement,” of the Agreement currently reads as follows:

2.1 The term of this Agreement shall commence on **December 1, 2020**, and expire on **June 30, 2022**, unless earlier terminated as otherwise provided herein.

2.2 Reserved.

Such section is hereby amended in its entirety to read as follows:

2.1 The term of this Agreement shall commence on **December 1, 2020**, and expire on **June 30, 2024**, unless earlier terminated as otherwise provided herein.

2.2 Reserved.

2.2 Article 3 Financial Matters. Section 3.3.1, “Payment” of the Agreement currently reads as follows:

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, “Calculation of Charges.” Compensation shall be made for Services identified in the invoice that the City, in its sole but reasonable discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists, in which case City shall pay the undisputed amount of the invoice. In no event shall the amount of this Agreement exceed **fifteen million six hundred twenty-two thousand dollars and no cents (\$15,622,000.00)**. The breakdown of charges associated with this Agreement is described in Appendix B, “Calculation of Charges,” attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

Such section is hereby amended in its entirety to read as follows:

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, “Calculation of Charges.” Compensation shall be made for Services identified in the invoice that the City, in its sole but reasonable discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists, in which case City shall pay the undisputed amount of the invoice. In no event shall the amount of this Agreement exceed **forty-two million one hundred thousand dollars and no cents (\$42,100,000.00)**. The breakdown of charges associated with this Agreement is described in Appendix B, “Calculation of Charges,” attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both

Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

Article 3 Effective Date

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after the date of this Amendment.

Article 4 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY
Recommended by:

Carmen Chu
City Administrator

Approved as to Form:

David Chiu
City Attorney

By: _____
Rosa M. Sánchez
Deputy City Attorney

Approved:

Sailaja Kurella
Director of the Office of Contract
Administration, and Purchaser

By: _____
Sailaja Kurella

CONTRACTOR
**Sunset Scavenger Company (d/b/a
Recology Sunset Scavenger)**

Salvatore Coniglio, Chief Executive Officer
City Supplier ID number: 0000012408

**Golden Gate Disposal & Recycling
Company (d/b/a Recology Golden Gate)**

Salvatore Coniglio, Chief Executive Officer
City Supplier ID number: 0000012413

Recology San Francisco

Salvatore Coniglio, Chief Executive Officer
City Supplier ID number: 0000012409