

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

Third Amendment

THIS **THIRD** AMENDMENT (“Amendment”) is made as of **June 1, 2025**, in San Francisco, California, by and between **Lystek International Limited** (“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 increase prices in accordance with Section 3 of Appendix C to the agreement; and

Whereas, Contractor was competitively selected pursuant to an Invitation for Bids entitled Class-A Biosolids Production and Management Services issued through Sourcing Event ID 0000006728 and this Amendment is consistent with the terms of the IFB and the awarded Contract; and

WHEREAS, this is a contract for Services and the Local Business Enterprise (“LBE”) subcontracting participation requirement for the Services has been waived pursuant to waiver CMD14B0001169, and this Amendment is consistent with that waiver; and

WHEREAS, this Amendment is consistent with an approval obtained on July 18, 2022 from the Civil Service Commission under PSC number DHRPSC0001978 (47589-21/22) in the amount of \$15,900,000 for the period commencing July 1, 2022 and ending September 20, 2027; and

WHEREAS, this Amendment is consistent with an approval obtained from the City’s Board of Supervisors under Resolution 314-22 approved on July 21, 2022 in the amount of \$22,800,000 for the period commencing July 1, 2022 and ending June 30, 2029; and

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of \$100,000 or more in a fiscal year and will require the approval of the Board of Supervisors; and

Now, THEREFORE, the parties 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 August 8, 2022, between Contractor and City, as amended by the:

First Amendment, dated June 1, 2023, and

Second Amendment, dated June 1, 2024.

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 3.3.1. Section 3.3.1 of the Agreement currently reads as follows:

3.1.1 Calculation of Charges. 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 discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **FIFTEEN MILLION NINE HUNDRED THOUSAND DOLLARS (\$15,900,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

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

3.1.1 Calculation of Charges. 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-3, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **FIFTEEN MILLION NINE HUNDRED THOUSAND DOLLARS (\$15,900,000)**. The breakdown of charges associated with this Agreement appears in Appendix B-3, "Calculation of Charges." In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

2.2 **Appendix B-3.** Appendix B-2 is hereby replaced in its entirety by Appendix B-3, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B-2 in any place, the true meaning shall be Appendix B-3, which is a correct and updated version.

Article 3 Reserved.

Article 4 Effective Date

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

Article 5 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.

SIGNATURES ON FOLLOWING PAGE

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

CITY

Recommended by:

Signed by:
 5/16/2025
42E99E6456504C9...

Linda Repola
Procurement Manager
Office of Contract Administration

CONTRACTOR

Lystek International Limited

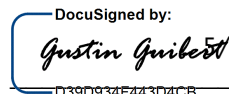
Signed by:
 5/16/2025
DFE2F8E07CF848B...

James Dunbar
General Manager

City Supplier number: 0000016015

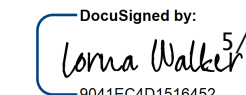
Approved as to Form:

David Chiu
City Attorney

By:  5/16/2025
D39D934F443D4CB...
Gustin Guibert
Deputy City Attorney

Approved:

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

By:  5/19/2025
9041EC4D1516452
Lorna Walker

Attached Appendices: B-3

Appendix B-3
Calculation of Charges

	Unit of Measure - Wet Ton				
Site	Minimum Capacity	Original Price	Amendment 1 Price Effective 6/1/2023	Amendment 2 Price Effective 6/1/2024	Amendment 3 Price Effective 6/1/2025
Lystek Fairfield OMRC	17,500 wet tons	\$111.73	\$116.41	\$120.80	\$122.33
SynaGro Central Valley Compost (CVC)	17,500 wet tons	\$69.44	\$72.35	\$75.08	\$76.03