

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of November 2023, (Effective Date) amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation (City), and Holloway Environmental Solutions LLC, a Wyoming Limited Liability Corporation (Contractor).

RECITALS

WHEREAS, The City and Contractor entered into a Service Agreement on January 17, 2019, (Agreement) to provide for Biosolids reuse and disposal services for \$1,274,400.00 per year for three years with two one-year optional terms; and

WHEREAS, the City and Contractor desire to increase the contract price to not to exceed \$2,826,866.69, for a total contract value of \$9,198,866.69; and

WHEREAS, with entry into this Amendment, Contractor agrees that it has no claim, demands, or disputes against the City.

AGREEMENT

NOW, THEREFORE, the City and Contractor agree that the aforesaid Agreement be amended as follows:

1. The contract price shall be increased by \$2,826,866.69, for a total contract value of \$9,198,866.69.
2. In the event of any conflict between the body of this Amendment and any exhibit or attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.
3. Except as otherwise provided herein, the Agreement dated January 17, 2019, will remain in full force and effect.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
A California municipal corporation

Holloway Environmental Solutions LLC,
A Wyoming Limited Liability Corporation

By: _____
Brock D. Buche, PE, PLS, Director
Department of Public Utilities

DocuSigned by:
Brian Maxted 10/10/2023
2E4B23FDD88E4B4...
By: _____
Name: Brian Maxted

APPROVED AS TO FORM:
ANDREW JANZ

Title: CEO

(If corporation or LLC., Board Chair, Pres.
or Vice Pres.)

City Attorney
DocuSigned by:
Angela M. Karst 10/10/2023
By: _____
Angela M. Karst Date
Senior Deputy City Attorney

DocuSigned by:
Dan Allen 10/10/2023
F701581455E94B0...
By: _____
Name: Dan Allen

Title: COO

(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Clerk Attesting Date
Deputy

Addresses:
CITY:
City of Fresno
Attention: Cory Asher
5607 W Jensen Avenue
Fresno, CA 93706
Telephone No. 559-621-5170

CONSULTANT:
Holloway Environmental Solutions
LLC, Attention: Dan Allen
2019 Westwind Drive Suite B
Bakersfield, CA 93301
Telephone No. 661-332-5034