

SERVICE CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "City"), and Holloway Environmental Solutions LLC, a Wyoming Limited Liability Corporation (hereinafter referred to as "Contractor") as follows:

1. CONTRACT DOCUMENTS. The "Notice Inviting Proposals," "Instructions to Proposers," "Proposal" and the "Specifications" including "General Conditions," "Special Conditions", "Federal Conditions", "Functional Specifications" and "Technical Requirements" for the following: Requirements Contract for the Removal, Processing, and Beneficial Reuse of Biosolids (Request for Proposals No. 9468) copies of which are annexed hereto, together with all the documents specifically referred to in said annexed documents, including the Performance Bond, if required, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. For the monetary consideration of ONE MILLION TWO HUNDRED SEVENTY FOUR THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS (\$1,274,400.00), as set forth in the Proposal, Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, and to the satisfaction of City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. PAYMENT. City accepts Contractor's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents. Contractor agrees to accept electronic payment from City.

4. INDEMNIFICATION: Contractor shall indemnify, hold harmless and defend City and each of its officers, officials employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. Contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of the City or any of its officers, officials, employees, agents or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

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IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

Holloway Environmental Solutions, LLC,
a Wyoming Limited Liability Corporation

By: 

Name: Brian Maxted
(Type or print written signature.)

Title: CEO

Dated: 2/19/2019

By: 

Name: Daniel Allen
(Type or print written signature.)

Title: COO

Dated: 2/19/2019

CITY OF FRESNO,
a California municipal corporation

By: 

Melissa Perales, Purchasing Manager
Finance Department

Dated: 04/22/2019

ATTEST:
YVONNE SPENCE
City Clerk

By:  4/23/19
Deputy Date

APPROVED AS TO FORM:

DOUGLAS T. SLOAN
City Attorney

By: 

Deputy/Senior Deputy