

**SECOND AMENDMENT
TO BIOSOLIDS HAULING AND DISPOSAL/REUSE SERVICES AGREEMENT**

DENALI WATER SOLUTIONS, LLC

THIS SECOND AMENDMENT TO BIOSOLIDS HAULING AND DISPOSAL/REUSE SERVICES AGREEMENT (“Second Amendment”) is made and entered into this _____ day of _____, 2022, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and DENALI WATER SOLUTIONS, LLC, a Delaware limited liability company authorized to do business in California (“Contractor”), with respect to the following:

RECITALS

WHEREAS, on April 22, 2016, City and Contractor entered into that certain Biosolids Hauling and Disposal/Reuse Services Agreement for Biosolids hauling and disposal Services for Riverside Regional Water Quality Control Plant; and

WHEREAS, on September 27, 2018, City and Contractor entered into that certain First Amendment to Biosolids Hauling and Disposal/Reuse Services Agreement (“First Amendment”), to extend the term of the Agreement and increase compensation during the extended term of the Agreement; and

WHEREAS, the Agreement is set to expire on June 30, 2022; and

WHEREAS, the City and Contractor desire to extend the term of the Agreement for an additional six (6) months, to December 31, 2022, and increase the compensation during the extended term by an additional Eight Hundred Thousand Dollars (\$800,000.00); and

WHEREAS, the increase in compensation is due to an increase in hauling and disposal service rates from Contractor.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, City and Consultant agree as follows:

1. Section 3, Term of the Agreement, is amended to extend the term by six (6) months, to December 31, 2022.

2. Section 4, “Compensation,” of the Agreement, is amended to add an additional Eight Hundred Thousand Dollars (\$800,000.00), for the extended term of the Agreement, for a new contract total of Sixteen Million One Hundred Eighty-Six Thousand Two Hundred and Eleven Dollars (\$16,186,211.00). City shall pay Contractor in accordance with the service rates set forth in Exhibit “B-2,” attached hereto and incorporated herein.

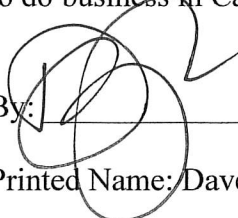
[signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Biosolids Hauling and Disposal Reuse Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a charter city and municipal corporation,

DENALI WATER SOLUTIONS, LLC., a Delaware limited liability company authorized to do business in California

By: _____
City Manager

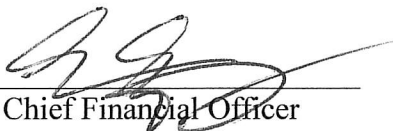
By:  _____
Printed Name: Dave Vaughn

Title: Executive Vice President - West

ATTEST:

By: _____
City Clerk

Certified as to funds availability:

By:  _____
Chief Financial Officer

APPROVED AS TO FORM:

By:  _____
Assistant City Attorney

EXHIBIT "B-2"
COMPENSATION



April 26, 2022

City of Riverside
5950 Acorn St
Riverside, Ca 92504

Dear Customer,

Effective Sunday, May 1, 2022, your service rates will be as follows:

Origin	Destination	New Rate
City of Riverside	Harquahala, AZ	\$68.00/ton + \$3.06 fsc
City of Riverside	Tacna, AZ	\$63/ton + \$3.06 fsc
City of Riverside	Dateland, AZ	\$65.25/ton + \$3.06 fsc
City of Riverside	Nursery Products, CA	\$63/ton + \$3.06 fsc

On behalf of Denali Water Solutions, thank you for your business and we look forward to our continued partnership.

If you have any questions, please do not hesitate to reach out to me directly at 530.635.0083.

Best regards,

Dave Vaughn

Executive Vice President - West Region

Cell: 530-635-0083

Dave.Vaughn@denaliwater.com