

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

DENALI WATER SOLUTIONS, LLC

THIS THIRD AMENDMENT TO BIOSOLIDS HAULING AND DISPOSAL/REUSE SERVICES AGREEMENT (“Third Amendment”) is made and entered into this _____ day of _____, 2023, 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, on November 8, 2022, City and Contractor entered into that certain Second Amendment to Biosolids Hauling and Disposal/Reuse Services Agreement (“Second Amendment”), to extend the term of the Agreement and increase compensation during the extended term of the Agreement; and

WHEREAS, the City and Contractor desire to increase the compensation by an additional One Million Four Hundred Ninety-Nine Thousand Eight Hundred Three Dollars and Eighty Cents (\$1,499,803.80); and

WHEREAS, the increase in compensation is needed to pay Contractor for outstanding invoices for work performed through December 31, 2022.

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

1. Section 4, “Compensation,” of the Agreement, is amended to add an additional One Million Four Hundred Ninety-Nine Thousand Eight Hundred Three Dollars and Eighty Cents (\$1,499,803.80), for a new contract total of Seventeen Million Six Hundred Eighty-Six Thousand Fourteen Dollars and Eighty Cents (\$17,686,014.80).


[signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Third 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: Eric Artho

Title: Treasurer

ATTEST:

By: _____
City Clerk

By: _____

Printed Name: _____

Title: _____

Certified as to funds availability:

By:  _____
Chief Financial Officer

APPROVED AS TO FORM:

By:  _____
Assistant City Attorney