

**S U P P L E M E N T
T O T H E B R O O K S C & D L A N D F I L L
S H I N G L E A N D H A U L R O A D A G R E E M E N T**

By and Between

THE CITY OF WICHITA, KANSAS

and

HERZOG ENVIRONMENTAL INC.

THIS SUPPLEMENTAL AGREEMENT, made and entered into this date November 3, 2006, by and between THE CITY OF WICHITA, KANSAS, a municipal corporation of the State of Kansas, hereinafter called "City", and HERZOG ENVIRONMENTAL INC., hereinafter called "Contractor".

WITNESSETH:

WHEREAS, the Scope of Work has expanded beyond that stipulated in the original Residential Shingle and Haul Road Agreement date July 25, 2006, the parties desire to amend the compensation as detailed in this Agreement.

WHEREAS, Contractor possesses certain experience in such matters and is willing to provide its services to the City on the basis of the terms and conditions hereinafter set forth;

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. Herzog will continue construction of the haul road described in the original agreement
2. Herzog will continue to use all residential shingles brought to the Landfill as material in its construction of the haul road.
3. Herzog's fee for the continued construction of the haul road shall be based on the amount of residential shingles received per week over the period of construction. This schedule of fees based on the amount of residential shingles received at the Landfill as set out in the original agreement.

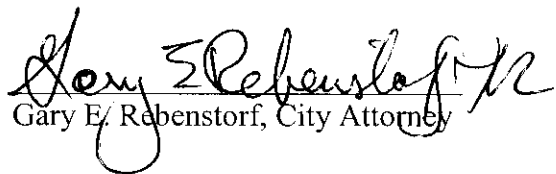
4. Herzog will continue to provide the following equipment and all necessary labor described in the original agreement.
5. The total cost of the additional work shall not exceed \$15,000.
6. The City reserves the right to discontinue Herzog's work on the construction of the haul road at any time when it believes that diversion of residential shingles from the C&D Landfill is no longer necessary.
7. The City will pay Herzog for the construction of the haul road upon completion or at such time as the City directs that the work be discontinued.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

THE CITY OF WICHITA, KANSAS

By _____
Carlos Mayans, Mayor

Approved as to Form:


Gary E. Rebenstorf, City Attorney

Attest:

Patsy Eichaker, Deputy City Clerk

CONTRACTOR

HERZOG ENVIRONMENTAL INC.,

By _____

**SUPPLEMENTAL AGREEMENT
TO THE BROOKS C&D LANDFILL
SHINGLE AND HAUL ROAD AGREEMENT**

By and Between

THE CITY OF WICHITA, KANSAS

and

HERZOG ENVIRONMENTAL INC.

THIS SUPPLEMENTAL AGREEMENT, made and entered into this date November 3, 2006, by and between THE CITY OF WICHITA, KANSAS, a municipal corporation of the State of Kansas, hereinafter called "City", and HERZOG ENVIRONMENTAL INC., hereinafter called "Contractor".

WITNESSETH:

WHEREAS, the Scope of Work has expanded beyond that stipulated in the original Residential Shingle and Haul Road Agreement date July 25, 2006, the parties desire to amend the compensation as detailed in this Agreement.

WHEREAS, Contractor possesses certain experience in such matters and is willing to provide its services to the City on the basis of the terms and conditions hereinafter set forth;

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. Herzog will continue construction of the haul road described in the original agreement
2. Herzog will continue to use all residential shingles brought to the Landfill as material in its construction of the haul road.
3. Herzog's fee for the continued construction of the haul road shall be based on the amount of residential shingles received per week over the period of construction. This schedule of fees based on the amount of residential shingles received at the Landfill as set out in the original agreement.

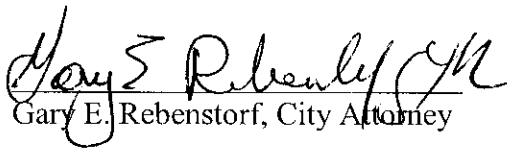
4. Herzog will continue to provide the following equipment and all necessary labor described in the original agreement.
5. The total cost of the additional work shall not exceed \$15,000.
6. The City reserves the right to discontinue Herzog's work on the construction of the haul road at any time when it believes that diversion of residential shingles from the C&D Landfill is no longer necessary.
7. The City will pay Herzog for the construction of the haul road upon completion or at such time as the City directs that the work be discontinued.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

THE CITY OF WICHITA, KANSAS

By _____
Carlos Mayans, Mayor

Approved as to Form:


Gary E. Rebenstorf, City Attorney

Attest:

Patsy Eichaker, Deputy City Clerk

CONTRACTOR

HERZOG ENVIRONMENTAL INC.,

By _____

**SUPPLEMENTAL AGREEMENT
TO THE BROOKS C&D LANDFILL
SHINGLE AND HAUL ROAD AGREEMENT**

By and Between

THE CITY OF WICHITA, KANSAS

and

HERZOG ENVIRONMENTAL INC.

THIS SUPPLEMENTAL AGREEMENT, made and entered into this date November 3, 2006, by and between THE CITY OF WICHITA, KANSAS, a municipal corporation of the State of Kansas, hereinafter called "City", and HERZOG ENVIRONMENTAL INC., hereinafter called "Contractor".

WITNESSETH:

WHEREAS, the Scope of Work has expanded beyond that stipulated in the original Residential Shingle and Haul Road Agreement date July 25, 2006, the parties desire to amend the compensation as detailed in this Agreement.

WHEREAS, Contractor possesses certain experience in such matters and is willing to provide its services to the City on the basis of the terms and conditions hereinafter set forth;

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. Herzog will continue construction of the haul road described in the original agreement
2. Herzog will continue to use all residential shingles brought to the Landfill as material in its construction of the haul road.
3. Herzog's fee for the continued construction of the haul road shall be based on the amount of residential shingles received per week over the period of construction. This schedule of fees based on the amount of residential shingles received at the Landfill as set out in the original agreement.

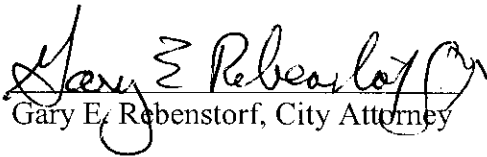
4. Herzog will continue to provide the following equipment and all necessary labor described in the original agreement.
5. The total cost of the additional work shall not exceed \$15,000.
6. The City reserves the right to discontinue Herzog's work on the construction of the haul road at any time when it believes that diversion of residential shingles from the C&D Landfill is no longer necessary.
7. The City will pay Herzog for the construction of the haul road upon completion or at such time as the City directs that the work be discontinued.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

THE CITY OF WICHITA, KANSAS

By _____
Carlos Mayans, Mayor

Approved as to Form:


Gary E. Rebenstorf, City Attorney

Attest:

Patsy Eichaker, Deputy City Clerk

CONTRACTOR

HERZOG ENVIRONMENTAL INC.,

By _____
