

**FOURTH AMENDMENT TO SERVICES AGREEMENT BETWEEN THE  
CITY OF SUNNYVALE AND SYNAGRO-WWT, INC.  
FOR POND SEDIMENT REMOVAL AND BIOSOLIDS HANDLING AND DISPOSAL AT THE WATER  
POLLUTION CONTROL PLANT**

This Fourth Amendment to Services Agreement, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and SYNAGRO-WWT, INC. ("CONTRACTOR").

WHEREAS, on December 9, 2009, CITY and CONTRACTOR entered into a Services Agreement whereby CONTRACTOR would perform specialized services in relation to pond sediment removal and biosolids handling and disposal at the Sunnyvale Water Pollution Control Plant (WPCP); and

WHEREAS, on June 30, 2014, CITY and CONTRACTOR entered into an Amendment to Consultant Services Agreement to modify Services by Contractor with Exhibit "A-1", modify Compensation with Exhibit "B-1", and change CITY representative; and

WHEREAS, on June 30, 2015, CITY and CONTRACTOR entered into Second Amendment to Consultant Services Agreement to modify Services by Contractor with Exhibit "A-2", extend time for performance, and modify Compensation with Exhibit "B-2", and

WHEREAS, on May 4, 2017, CITY and CONTRACTOR entered into Third Amendment to Consultant Services Agreement to extend time for performance through June 30, 2018; and

WHEREAS, the parties now agree that a Fourth Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS FOURTH AMENDMENT TO SERVICES AGREEMENT:

**2. Time for Performance/Work Authorization**

[Replace the first sentence with the following]:

The term of this agreement shall be from December 9, 2009, through June 30, 2019, unless otherwise terminated. Extension of time may be granted by the City Manager upon showing good cause.

**3. Compensation**

[Replace the first sentence with the following]:

CITY agrees to pay CONTRACTOR an amount not to exceed \$10,700,000 in accordance with the charges, unit prices and pricing adjustments established in Exhibit "B" and modified by the attached Exhibit "B-1", unless otherwise modified and agreed to in writing by both parties.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Third Agreement Amendment.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

SYNAGRO-WWT, INC.  
("CONTRACTOR")

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

By \_\_\_\_\_  
\_\_\_\_\_  
Name and title