

**FIFTH 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 FIFTH AMENDMENT to Consultant 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 related 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 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 a Second Amendment to 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 a Third Amendment to Services Agreement to extend time for performance through June 30, 2018; and

WHEREAS, on June 20, 2018, CITY and CONTRACTOR entered into a Fourth Amendment to Services Agreement to extend time for performance through June 30, 2019; and

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

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

3. Time for Performance/Work Authorization
[Replace this first sentence with the following]:

The Term of this agreement shall be from December 9, 2019 through January 31, 2020, unless otherwise terminated.

4. Compensation

[Replace this first sentence with the following]:

City agrees to pay CONTRACTOR an amount not to exceed Ten Million Seven Hundred Seventy Thousand and No/100 Dollars (\$10,770,000) in accordance with the changes, unit prices and pricing adjustments established in Exhibit "B" and modified by 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 Agreement.

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