### SECOND AMENDMENT TO SERVICES AGREEMENT

## **SYNAGRO-WWT, INC.**

## Biosolids Hauling and Disposal/Reuse Services for City of Riverside, Regional Water Quality Control Plant (RFP No. 2223)

This SECOND AMENDMENT TO SERVICES AGREEMENT ("Second Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and SYNAGRO-WWT, INC., a Maryland corporation authorized to do business in California ("Contractor").

### RECITALS

WHEREAS, on February 14, 2023, City and Contractor entered into a Services Agreement for Services for Biosolids Hauling and Disposal/Reuse Services for City of Riverside, Regional Water Quality Control Plant (RFP No. 2223) ("Agreement"); and

WHEREAS, on June 21, 2023, City and Contractor entered into a First Amendment to Services Agreement ("First Amendment") to extend the Term of the Agreement and add additional Compensation; and

WHEREAS, the Agreement is set to expire June 30, 2025; and

WHEREAS, City and Contractor desire to extend the Agreement for an additional two (2) year Term to begin July 1, 2025, and to end June 30, 2027, and add additional compensation in the amount of Eight Million Three Hundred Twenty-Three Thousand Eight Hundred Ten Dollars (\$8,323,810.00) for the extended Term of the Agreement, not to exceed total Contract Price of Eighteen Million One Hundred Thirty-Four Thousand Two Hundred Four Dollars (\$18,134,204.00).

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

- 1. Section 2 of the Agreement, "Term," is hereby amended to extend the Term by two (2) years, from July 1, 2025, through June 30, 2027.
- 2. Section 3 of the Agreement, "Compensation," is hereby amended to increase compensation in the additional amount of Eight Million Three Hundred Twenty-Three Thousand Eight Hundred Ten Dollars (\$8,323,810.00) for the extended term of the Agreement, not to exceed total Contract Price of Eighteen Million One Hundred Thirty-Four Thousand Two Hundred Four Dollars (\$18,134,204.00).
- 3. Exhibit "B," Compensation Schedule, is hereby amended in accordance with the terms set forth in Exhibit "B-2," attached hereto and incorporated herein by this reference.

4. All terms and conditions of the original Agreement not inconsistent with this Second Amendment shall remain in full force and effect and are incorporated herein by this reference as though set forth in full.

IN WITNESS WHEREOF, City and Contractor have caused this Second Amendment to Services Agreement to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation	SYNAGRO-WWT, INC., a Maryland corporation authorized to do business in California
By: City Manager	By:
ATTESTED TO:	,
By:	and By: Mulyulub
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Print Name: Clizabeth Grant Title: Assistant Secretary, Assistant Secretary, CFO, Treasurer, or Assistant Treasurer)
By: Asst. Chief Financial Officer  APPROVED AS TO FORM:	

Deputy City Attorney

# EXHIBIT "B-2" COMPENSATION SCHEDULE



April 22, 2025

City of Riverside Attn: Robert Eland 5950 Acorn St. Riverside, CA 92504 reland@riversideca.gov

RE: CPI Cost Adjustment

Dear Mr. Eland:

Per our contract, Synagro is entitled to an adjustment of our contract price(s) effective at the anniversary of the contract. Such price(s) shall be adjusted annually consistent with the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for Los Angeles, Not Seasonally Adjusted with the base being Annual 2023. We hereby inform to you that an adjustment has been calculated as follows:

Index Annual 2023 32

321.583

Index Annual 2024

332.194

Change in index

10.611

Percentage change

3.30%

Item Description	Base Price	Price Adjustment Percentage	New Price	Unit
Hauling and Disposal - Nursery Products	\$73.60	3.30%	\$76.03	Wet Ton
Hauling and Disposal – AZ Soils/Liberty	\$108.96	3.30%	\$112.56	Wet Ton

We shall prepare our invoices effective May 1, 2025, through April 30, 2026, with the adjusted unit prices, as stated above.

We greatly appreciate your business and thank you for your consideration.

Sincerely,

John Hatcher

Key Account Mgr.

John Hatcher