

**FIFTH AMENDMENT TO  
AGREEMENT FOR REMOVAL, TRANSPORTATION AND DISPOSAL  
OF CLASS B BIOSOLIDS  
BETWEEN  
CITY OF CORONA  
AND  
SYNAGRO-WWT, INC.**

**1. PARTIES AND DATE.**

This Fifth Amendment to the Agreement for Removal, Transportation, and Disposal of Class B Biosolids (“Fifth Amendment”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Corona (“City”) and Synagro-WWT, Inc., a Maryland corporation (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Fifth Amendment.

**2. RECITALS.**

2.1 Agreement. City and Contractor entered into that certain Agreement for Removal, Transportation, and Disposal of Class B Biosolids dated September 1, 2021 (“Agreement”), whereby Contractor agreed to remove, transport and dispose of Class B biosolids generated at the City’s Water Reclamation Facility #1.

2.2 Prior Amendments. City and Contractor entered into that certain First Amendment to the Agreement for Removal, Transportation and Disposal of Class B Biosolids on or about April 6, 2022 (“First Amendment”); City and Contractor entered into that certain Second Amendment to the Agreement for Removal, Transportation and Disposal of Class B Biosolids on or about July 1, 2022 (“Second Amendment”); City and Contractor entered into that certain Third Amendment to the Agreement for Removal, Transportation and Disposal of Class B Biosolids on or about September 12, 2023 (“Third Amendment”); and City and Contractor entered into that certain Fourth Amendment to the Agreement for Removal, Transportation and Disposal of Class B Biosolids on or about June 18, 2024 (“Fourth Amendment”).

2.3 Amendment. City and Contractor desire to amend the Agreement for the fifth time to 1) extend the Term of the Agreement to June 30, 2027; and (2) replace Exhibit “C-3” (Compensation) with Exhibit “C-4” (Compensation).

**3. TERMS.**

3.1 Term. Section 3.1.2 (Term) of the Agreement, as amended by the Fourth Amendment, is hereby deleted in its entirety and replaced with the following:

“3.1.2 Term. The term of this Agreement shall be to **September 1, 2021 to June 30, 2027**, unless earlier terminated as provided herein, Contractor shall complete the Services within the term of

this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete Services.

3.2 Compensation. Section 3.3.1 (Compensation) and Exhibit “C-3” (Compensation) of the Agreement, as amended by the Third Amendment, are hereby deleted in their entirety and replaced with the following:

“3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C-4” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed One Million Eight Hundred Thousand Dollars (\$1,800,000) per fiscal year without written approval of City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.3 Continuing Effect of Agreement. Except as amended by this Fifth Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Fifth Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Fifth Amendment.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Fifth Amendment.

3.5 Counterparts. This Fifth Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**

**CITY'S SIGNATURE PAGE  
FOR  
FIFTH AMENDMENT TO  
AGREEMENT FOR REMOVAL, TRANSPORTATION AND DISPOSAL  
OF CLASS B BIOSOLIDS  
BETWEEN  
CITY OF CORONA  
AND  
SYNAGRO-WWT, INC.**

.

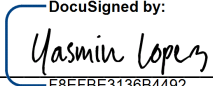
IN WITNESS WHEREOF, the Parties have entered into this Fifth Amendment to Agreement for Removal, Transportation, and Disposal of Class B Biosolids as of the date first written above.

**CITY OF CORONA**  
**a California municipal corporation**

By: \_\_\_\_\_  
Tom Moody  
Utilities Director

Reviewed By: \_\_\_\_\_  
Katie Hockett  
Assistant Utilities Director

Reviewed By: \_\_\_\_\_  
Mauro Casas  
Chief Reclamation Operator

Reviewed By: \_\_\_\_\_  
DocuSigned by:  
  
F8EFBE3136B4492...  
Yasmin Lopez  
Purchasing Manager

Attest:

\_\_\_\_\_  
Sylvia Edwards, City Clerk  
City of Corona, California

**CONTRACTOR'S SIGNATURE PAGE FOR  
FIFTH AMENDMENT TO  
AGREEMENT FOR REMOVAL, TRANSPORTATION AND DISPOSAL  
OF CLASS B BIOSOLIDS  
BETWEEN  
CITY OF CORONA  
AND  
SYNAGRO-WWT, INC.**

IN WITNESS WHEREOF, the Parties have entered into this **Fifth Amendment** to Agreement for Removal, Transportation, and Disposal of Class B Biosolids as of the date first written above.

**SYNAGRO-WWT, INC.**  
**a Maryland corporation**

By:   
Robert Preston  
CEO

By:   
Kaivan Desai  
CFO

## **EXHIBIT “C-4” COMPENSATION**

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in this exhibit.

### **Class B Biosolids Product**

<u>Service</u>	<u>Price Per Wet Ton</u>
Removal & Transportation	\$78.38
Processing & Disposal only (no removal or transportation)	\$25.91
Minimum Load Required – Charge for <23.5 WT	\$1,841.92

\*\*Monthly rental fee for staged trailers greater than one at \$1,500.00/Mo each starting July 1, 2025.

Should Contractor experience a need to divert 45% or greater of the annual tonnage produced by the City to Nursery Products, Contractor shall offer a 5% discount to the stated pricing for this tonnage.

### **CPI Increases**

All prices shall be adjusted annually beginning on July 1, 2023, based on the percentage change in the United States Bureau of Labor Statistics Consumer Price Index “All Urban Consumers for Riverside, California Area (CPI-U), not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price adjustment shall apply to each extension period exercised. Option years shall become effective only upon issuance by the City of a duly authorized purchase order.

### **Fuel Surcharge Formula**

A monthly fuel surcharge based on the U.S. Energy Information Administration’s “U.S. On-Highway Diesel Fuel Prices” web data, “California”, (monthly average of fuel pricing posted each Monday) shall be applied for the month in which the Contractor performs services with a base fuel rate of \$4.758 per gallon subject to the following formulas:

Nursery Products Compost Facility, San Bernardino County, CA:

Fuel Surcharge Increase Formula: Distance Multiplier [0.63] X EIA fuel cost per gallon  
[\$\_\_\_\_\_] – Base Fuel Price [\$4.758] X Tons of Biosolids Managed [\$\_\_\_\_\_]

Minimum tons per load: 23.5

Arizona Soils Compost Facility, La Paz County, AZ:

Fuel Surcharge Increase Formula: Distance Multiplier [1.65] X EIA fuel cost per gallon  
[\$      ] – Base Fuel Price [\$4.758] X Tons of Biosolids Managed [\$      ]

Minimum tons per load: 23.