

**FIRST AMENDMENT  
TO PROFESSIONAL SERVICES AGREEMENT WITH  
SYNAGRO-WWT, INC.**

**THIS FIRST AMENDMENT** is made and entered into this 10th day of August, 2021, by and between the FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1, hereinafter referred to as "City," and SYNAGRO-WWT, INC., hereinafter referred to as "Consultant."

**WHEREAS**, the City and Consultant entered into a Professional Services Agreement ("Contract") on May 28, 2021 pursuant to Municipal Improvement District Resolution ID 443-2021; and

**WHEREAS**, the Contract states that Consultant will provide transportation and disposal services for the City's biosolids for a total contract amount not to exceed Seventy Thousand Dollars (\$70,000.00); and

**WHEREAS**, the parties desire to amend the contract to increase the number of trips provided in an effort to reduce the strong odor from the biosolids drying process; and

**WHEREAS**, the cost of providing these additional services is Two Hundred Twenty-eight Thousand Five Hundred Dollars (\$228,500.00), which sum exceeds the original contract by an amount which requires City Council approval, for a total Not to Exceed Amount of Two Hundred Ninety-eight Thousand Five Hundred Dollars (\$298,500.00); and

**WHEREAS**, these services are funded by the Wastewater Enterprise Fund and there are still sufficient funds available for this contract amendment;

**NOW, THEREFORE**, for the aforementioned reasons and other valuable consideration, the receipt and sufficiency of which is acknowledged, City and Consultant hereby agree that the Professional Services Agreement for transportation and disposal of biosolids to land application sites between the City and Consultant dated May 28, 2021, is hereby amended as follows:

1. **Scope of Work:**

Paragraph 1.1 (Scope of Work) is hereby amended to include the additional work described in Exhibit A attached hereto and incorporated herein by reference.

2. **Compensation:**

Paragraph 2.1 (Compensation), is hereby amended to state, "Consultant's total compensation shall not exceed **Two Hundred Ninety-eight Thousand Five Hundred Dollars (\$298,500.00).**"

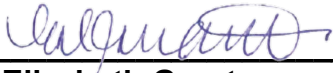
3. Except as expressly amended herein, the Professional Services Agreement between the City and Consultant dated May 28, 2021, is hereby reaffirmed.

**IN WITNESS WHEREOF**, the parties have executed this Amendment the day and year first above written.

**CITY OF FORT BRAGG:**

**CONSULTANT:**

By: \_\_\_\_\_  
Tabatha Miller  
City Manager

By: \_\_\_\_\_  
  
Elizabeth Grant  
Assistant Secretary

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
June Lemos, CMC  
City Clerk


\_\_\_\_\_  
Keith F. Collins  
City Attorney

**EXHIBIT A**



**Materials Management Agreement**

**This Agreement made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2021\_\_ by and between Contractor and Customer.**

<b>C U S T O M E R</b>	Customer Legal Name			
	Fort Bragg, City of			
	Street Address			
	City / Town	County	State	Zip Code
<b>C O N T R A C T O R</b>	Synagro Legal Name			
	Synagro West, LLC			
	Street Address 3110 Gold Canal Drive, Suite E			
	City / Town Rancho Cordova	State CA	Zip Code 95670	
<b>T E R M</b>	Commencement Date July 19, 2021		Expiration Date June 30, 2022	
	The "Term" of this Agreement shall be from the Commencement Date up to and including the Expiration Date. This Agreement and any extensions shall automatically renew on a year-to-year basis following expiration of the Term, until Contractor or Customer delivers notice to the other party of its intent to terminate the Agreement. Such notice must be delivered at least 30 days prior to the end of the then-current Term. If Contractor provides Contractor Services to Customer outside of the Term without another written agreement, then such services shall be deemed provided pursuant to the terms of this Agreement (other than the Term) and Customer's request for or acceptance of Contractor Services shall be deemed consent to the terms of this Agreement. No such provision of services by Contractor shall be deemed an agreement to provide any further services or extend the term of this contract for additional periods.			
<b>B I L L I N G</b>	Customer Contact Name		Telephone #	
	Street Number / P.O. Box		Fax #	
	Address		Contact Person	
			E-mail Address	
	City / State		Zip Code	
<b>S I G N A T U R E S</b>	FOR CUSTOMER:		Date	
	Signature			
	Name and Title			
	FOR CONTRACTOR:		Date	
	Signature 			
	Name and Title			

## SCOPE OF SERVICES AND PRICING APPENDIX

**Scope of Service.**

*TRANSPORT AND DISPOSE OF APPROXIMATELY 200 TONS OF STOCKPILED WASTEWATER TREATMENT BIOSOLIDS*

**Customer Materials.**

Customer Materials shall consist of the following:

**Dried and stockpiled biosolids**

**Method of Delivery of Customer Materials.** The Customer Material shall be delivered to Contractor in the following manner:

**Customer will load Synagro trucks with wheel loader**

**"Customer Facility(ies) " shall mean the following locations where Customer Material(s) are generated or stored:**

- 1. Wastewater treatment facility located in Fort Bragg, CA**

**Contractor right to refuse loads.** If trucks or containers are loaded by Customer or its agents, Contractor has the right to refuse loads that are not within legal weight restrictions, are defective, or are not filled to mutually agreed-upon minimums or maximums.

**PRICE**

The Agreement Price(s) shall be as follows:

<b>RATE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>SERVICE</b>
<b>\$135.00</b>	200 (est)	Ton	Transport and dispose of biosolids cake 20% solids or greater-April 16 through October 14 of each contract year-quantity is estimate only, customer will be billed for actual tonnage removed
\$86.00	Indefinite	Ton	Short freight charge for any load that is less than 22 tons.

**CPI. All Agreement Prices shall be adjusted as follows:**

All Agreement Prices shall be adjusted annually beginning on \_\_\_\_\_, 20\_\_ based on the Non-Seasonally Adjusted Consumer Price Index established by the United States Department of Commerce, Bureau of Labor Statistics, for \_\_\_\_\_ with the CPI immediately preceding the Commencement Date being the base index. Said adjustment shall apply to all fees contained herein, and shall be based on the following formula:

$$\text{New Price} = (\text{Price Adjustment}) \times \text{First Year Agreement Price}$$

$$\text{Price Adjustment} = 1 + \left( \frac{\text{Current CPI} - \text{Base CPI}}{\text{Base CPI}} \right)$$

CPI = \_\_\_\_\_.

Base CPI = \_\_\_\_\_.

Once the CPI is available, the price adjustment shall take effect retroactively, where applicable, as of the dates specified above for price adjustments. No New Price shall ever be lower than any existing current Agreement Price in effect immediately before the annual adjustment.

**Fuel Surcharge Adjustment**

All Agreement Prices shall be adjusted monthly for a fuel surcharge ("Fuel Surcharge Adjustment") to reflect any increased change in diesel fuel prices, in accordance with the table below, if the cost of retail on-highway diesel fuel (Department of Energy, Energy Information Administration – California \_\_\_\_\_) is at, or exceeds, \$4.00 per gallon (Base Price).

The Fuel Surcharge Adjustment will be based on the following chart and the Retail On-Highway Diesel Price – California as published by the U.S. Department of Energy's Energy Information Administration for California\_ and will be applied to the then current fixed or unit fee, as applicable. The Fuel Surcharge Adjustment will be no more than once a calendar month beginning with the second calendar month following the Commencement of Services and shall be adjusted as of the first day of each month. Fuel Surcharge Adjustment will then be applied as follows:

Diesel Price \$/Gallon - Note <sup>1</sup>	Fuel Surcharge Adjustment %
< \$(Base Price)	None
Base Price to Base Price plus \$.049	0.5 %
Base Price plus \$0.05 to Base Price plus \$0.099	1.0 %
Base Price plus \$0.1 to Base Price plus \$0.149	1.5 %

For each \$0.05/gallon increase thereafter add 0.5%

EXAMPLE:

Base Price = \$3.01 / Gallon

Diesel Price \$/Gallon - Note <sup>1</sup>	Fuel Surcharge Adjustment %
≤ \$4.00 (Base Price)	None
\$4.01 - \$4.049	0.5 %
\$4.05 - \$4.099	1. %
\$4.10 - \$4.149	1.5 %

Note 1 - Fuel Rate based on DOE EIA monthly retail on-highway diesel prices (\_\_\_\_\_)