

**CITY OF STOCKTON**  
**STANDARD AGREEMENT AMENDMENT**

Agreement Number:	Amendment Number:
425000463	1

This Amendment Number 1 to the above referenced Agreement is entered into on \_\_\_\_\_: between the City of Stockton ("City") and Brown and Caldwell "Contractor".

**RECITALS**

Exhibit C General Terms and Conditions, Paragraph 7 Changes, states the City may modify the scope of services and any material extension or change in the scope shall be memorialized in a written amendment prior to the performance of additional work; and

Exhibit C General Terms and Conditions, Paragraph 8 Amendment, states no variation of the terms of this Agreement shall be valid unless an Amendment is made in writing and signed by both parties; and

The City needs to renew the term specified in Paragraph 2 of the Standard Agreement to support the Pressure-Based Digester Gas Control System for the Regional Wastewater Control Facility Cogeneration Plant; and

The City needs to increase the Compensation, Not to Exceed amount in Paragraph 3 of the Standard Agreement and Exhibit E, Section 1.1, by **\$120,573.00** to pay the Contractor for changes to preliminary deliverables and additional scope necessary to support the completion of the design and startup of the new pressure-based digester gas control system; and

Now therefore, the City and the Contractor mutually agree as follows:

1. The termination date in Paragraph 2 of the Standard Agreement is amended to:

**May 1, 2026**

2. The maximum not to exceed amount to be paid to the Contractor, including if authorized, reimbursement of expenses, in Paragraph 3 of the Standard Agreement and Exhibit E, Section 1.1, will now read as follows:

2.1 The maximum the Contractor shall be paid on this Agreement is **\$198,047.00** (hereafter the "not to exceed" amount). The "not to exceed" amount includes City approved reimbursable expenses, if any, and all payments to be made pursuant to this Agreement's sum for the initial term and extended term. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

Initial Term the maximum not to exceed amount is **\$77,474.00**

Extended Term the maximum not to exceed amount is **\$120,573.00**

Total maximum compensation to be paid to the Contractor under this Agreement for the initial term and the extended term shall not exceed **\$198,047.00**

3. As referenced in Amendment No. 1 letter, dated October 23, 2025, this Change Order covers changes to preliminary deliverables and additional scope necessary to support the completion of the design and startup of the new pressure-based digester gas control system. This amendment also provides ninety (90) additional calendar days to the contractor. The revised final completion date is May 1, 2026.

All other terms and conditions of the Agreement shall remain unchanged and remain in full force and effect unless modified by a written amendment signed by both parties.

**IN WITNESS WHEREOF, the authorized parties have executed this Agreement.**

**CONTRACTOR**

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Adam D. Ross

12/9/25

Authorized Signature

Date

Adam D. Ross, Vice President

Printed Name and Title of Person Signing

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Address

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**CITY OF STOCKTON**

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Johnny Ford, City Manager

Date

ATTEST:

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Katherine Roland, CMC, Interim City Clerk

APPROVED AS TO FORM:

Lori M. Asuncion, City Attorney

BY:

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