

CITY OF STOCKTON  
STANDARD AGREEMENT AMENDMENT

Agreement Number:	Amendment Number:
419000337 2020-05-12-1107	4

This Amendment Number 4 to the above referenced Agreement entered into on May 20, 2020, between the City of Stockton ("City") and SNF Polydyne, Inc. ("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 extend the term specified in Paragraph 2 of the Standard Agreement due to process modifications to the biosolids dewatering equipment as part of the RWCF Modification Project; 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 \$4,457,300.00 to pay for the Contractor to pay for additional polymer; and

The City accepts the cost adjustments for Item 1, Clarifloc WE 906, in Exhibit E, Section 2, from \$1.318 per pound to \$1.358 per pound and for Item 2, Clarifloc NW-127, in Exhibit E, Section 2, from \$0.227 per pound to \$0.234 per pound. This adjustment will begin July 1, 2024 and ends on June 30, 2025, and

The City accepts the cost adjustments for Item 1, Clarifloc WE 906, in Exhibit E, Section 2, from \$1.358 per pound to \$1.850 per pound and for Item 2, Clarifloc NW-127, in Exhibit E, Section 2, from \$0.234 per pound to \$0.250 per pound. This increase will begin with the contract extensions date of July 1, 2025, 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: June 30, 2027
2. Exhibit E, Section 2, Item Price is modified to the following:

Item	Description	Item Price (July 1, 2024)	Item Price (July 1, 2025)
1	Clarifloc WE-906	\$1.358/lb	\$1.850/lb
2	Clarifloc NW-127	\$0.234/lb	\$0.250/lb
3	Clarifloc WE-2398	\$1.850/lb	\$1.850/lb

3. "The maximum the Contractor shall be paid on this Agreement is \$6,386,500.00 (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 \$3,116,800.00

Extended Term the maximum not to exceed amount is \$3,269,700.00

Total maximum compensation to be paid to the Contractor under this Agreement for the initial term and the extended term shall not exceed \$6,386,500.00

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.

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

CONTRACTOR

SNF Polydyne, Inc

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

*Boyd Stanley*  
Authorized Signature

12/22/2023

Date

Boyd Stanley, Sr. Vice-President

Printed Name and Title of Person Signing

1 Chemical Plant Road, Riceboro, GA 31323

Address

CITY OF STOCKTON

Harry Black, City Manager

Date

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:

Lori M. Asuncion, City Attorney

BY: