

**1st AMENDMENT OF CONTRACT
BY AND BETWEEN CITY OF MANTECA
AND Badger Meter, Inc.**

THIS 1st AMENDMENT ("Amendment") to the June 27, 2023 Agreement by and between the City of Manteca and Badger Meter, Inc. ("Agreement") is made and entered into this _____ day of _____, _____ by and between the CITY OF MANTECA, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and Badger Meter, Inc..

RECITALS:

A. WHEREAS, CITY and Badger Meter, Inc. entered into the Agreement on or around June 27, 2023, for the provision of Beacon Advanced Metering Mobile Solutions; and

B. WHEREAS, the CITY and Badger Meter, Inc. desire to extend the term and increase compensation under the Agreement.

C. WHEREAS, Section 19 Amendments of the Agreement allows the Parties to mutually agree to amend the Agreement in writing.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

AGREEMENT

1. **INCORPORATION OF RECITALS.** The recitals set forth above are hereby incorporated into this Amendment as if set forth herein in full.

2. **AMENDMENT.**

Section 2. Term of Contract, to the Agreement is hereby amended to read as follows: The services of Consultant are to commence upon execution of this Amendment Agreement, unless otherwise extended in writing by the mutual agreement of both parties. All such work shall be completed no later than Saturday, June 30, 2029.

Section 3. Compensation, to the Agreement is hereby amended to read as follows: Compensation to be paid to Consultant shall be in accordance with the Payment Schedule set forth in Exhibit A, which is incorporated herein by reference. In addition to the Compensation for the Agreement, compensation for Amendment No. 1, shall in no event exceed \$660,600.00 (Six Hundred Sixty Thousand Six Hundred Dollars and Zero Cents) without additional authorization from the City. In no event shall total compensation for work performed pursuant to this Agreement and Amednment No. 1 exceed \$1,560,600.00 (One Million Five Hundred Sixty Thousand Six Hundred Dollars and Zero Cents) without additional authorization from the City.

3. **OTHER TERMS**. Except as expressly amended herein, the Agreement remains in full force and effect. Nothing in this Amendment shall be deemed to waive or modify any of the other provisions of the Agreement. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, CITY and Badger Meter, Inc. have executed this Amendment the day and year first above written.

CITY OF MANTECA, a municipal corporation of the State of California:

Gary Singh, Mayor

Date _____

ATTEST:

Cassandra Candini-Tilton, City Clerk

Date: _____

APPROVED AS TO FORM:

{{esl:Signer2:signature:size(150,30)}}

Andy Pinasco, Interim City Attorney

Date: _____

Badger Meter, Inc.

By: Kim Stoll

Date: _____

Badger Meter Inc.
 4545 W Brown Deer Road Milwaukee WI 53223
 PO Box 245036 Milwaukee WI 53224-9536

 To **Customer ID 00042781**
 CITY OF MANTECA
 220 OAK ST
 MANTECA
 California , 95337

Revised Date:
Pricing Effective Dates: 07-01-2026 - 06-30-2029

Salesperson	Proposal Subject	Shipping Terms / INCO Terms	Payment Terms
007435 DAN GILLIAM	SERVICE UNIT PRICING (3 YEAR PRICING)	PREPAY/NO CHARGE FCA FACTORY	NET 30 DAYS

Line #	Description	Qty	Unit Net Price USD	Line Totals USD
1	BMI Part No.: 68886-104 Customer Part: YEAR 1 (07/01/26 - 06/30/27) (20,000) PER MONTH = (240,000)qty PER YEAR = \$175,200 Description: ORION CELLULAR LTE SERV UNIT	20000	0.730	14,600.00
2	BMI Part No.: 68886-104 Customer Part: YEAR 2 (07/01/27 - 06/30/28) (25,000) PER MONTH = (300,000)qty PER YEAR = \$219,000 Description: ORION CELLULAR LTE SERV UNIT	25000	0.730	18,250.00
3	BMI Part No.: 68886-104 Customer Part: YEAR 3 (07/01/28 - 06/30/2029) (30,000) PER MONTH = (360,000)qty PER YEAR= \$266,400 Description: ORION CELLULAR LTE SERV UNIT	30000	0.740	22,200.00

Subtotal - USD	55,050.00
Total Price - USD	55,050.00

Notes and Assumptions
QUOTE TOTAL 3 YEARS : \$660,600

If applicable, sales tax and freight, if included on the proposal, is an estimate and will be recalculated based on rates and tax status in effect at the time of invoicing.

To expedite the order entry process, please ensure the following is noted on your purchase order: billing address, shipping address, purchase order number, quantity, price, payment terms, quotation number, and the vendor is listed as Badger Meter, Inc.

Please send all purchase orders to the contact that prepared this quotation for you.

Actual lead time to be provided at time of order.

Badger Meter provides certification files to help manage meter and endpoint inventory and to maintain meter accuracy data. The standard method of delivery for this format is via electronic mail. Any deviations from our standard format, or any custom file formats, will be considered on a time and material basis.

Thank you for your business!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review. This acknowledgment is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>. Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>

Due to continuous improvements and redesign of Badger Meter products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

Thank you for your business!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review. This acknowledgment is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>. Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>

AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES

Amendment No. 1 to Agreement for Professional Services dated _____, 2026 (the "**Amendment**"), between Badger Meter, Inc., ("Badger Meter"), and City of Manteca ("City") and together with Badger Meter, the "**Parties**", and each, a "**Party**".

WHEREAS, the Parties have entered into an Agreement for Professional Services dated June 27, 2023 (the "Existing Agreement"); and

WHEREAS, the Parties hereto desire to amend the Existing Agreement extend the Existing Contract subject to certain price adjustments as stated in that certain Contract Extension Letter dated April 29, 2026 attached hereto as Exhibit A; and

WHEREAS, pursuant to Section 19 of the Existing Agreement, the amendment contemplated by the Parties must be contained in a written agreement signed by an authorized representative of each Party.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.

2. Amendments to the Existing Agreement. As of the Effective Date (defined below), the Existing Agreement is hereby amended in accordance with the following:

A. The City has exercised its three (3) year option to renew the Agreement beyond the initial term pursuant to Section 3 of the Existing Agreement. As such, the Agreement, including this Amendment, shall continue on until **June 30, 2029** (the "Second Term"). The parties may further extend this Agreement subject to written mutual agreement by the Parties prior to the expiration of the Second Term.

B. Section 4 of the Existing Agreement is deleted in its entirety and will be replaced with the following:

"4. Compensation. Without additional authorization from the City, compensation to be paid to Vendor shall not exceed **Seventy Two Cents (\$0.72) per end point per month** through the end of the initial term. Beginning on the first day of the Second Term, payment to be paid to Vendor shall be in accordance with Exhibit A to Amendment No. 1 to Agreement for Professional Services. Quantities in Exhibit A are estimates and unit pricing per end point per month will control. Payment by the City under this Agreement shall not be deemed a waiver of any defects, even if those defects were known to the City at the time of payment."

3. Date of Effectiveness; Limited Effect. This Amendment will become effective as of the date last signed by the parties below (the "**Effective Date**"). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein" or words of like import will mean and be a reference to the Existing Agreement as amended by this Amendment.

4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

A. It has the full right, corporate power and authority to enter into this Amendment and to perform its obligations hereunder and under the Existing Agreement as amended by this Amendment.

B. The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary corporate action on the part of such Party.

C. This Amendment has been executed and delivered by such Party and (assuming due authorization, execution and delivery by the other Party hereto) constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THE EXISTING AGREEMENT AND IN THIS SECTION 4 OF THIS AMENDMENT, (A) NEITHER PARTY HERETO NOR ANY PERSON ON SUCH PARTY'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY HERETO ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH OTHER PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 4.

5. Miscellaneous

A. This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns.

B. The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

C. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

D. The Existing Agreement and this Amendment together constitute the sole and entire agreement of the Parties with respect to their subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

E. Each Party shall pay its own costs and expenses in connection with this Amendment (including the fees and expenses of its advisors, accountants and legal counsel).

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Amendment the date last signed below.

City of Manteca

By _____

Name:

Title:

Date: _____

Badger Meter, Inc.

By _____

Name:

Title:

Date: _____

Exhibit A

Contract Extension Letter dated April 29, 2026

See Attached.



4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

April 29, 2026

Danny Lopez
Water Meter Service Supervisor
City of Manteca
1001 W. Center Street
Manteca, CA 95337

RE: Contract Extension C2023-89E1

Dear Danny Lopez:

Due to pricing expiration, Badger Meter respectfully requests an extension of the existing contract. Badger Meter proposes to extend the contract for an additional three-year term, subject to modest, incremental per-unit pricing adjustments. Under the proposed extension, service unit pricing would increase by \$0.01 per unit in years four and five, and by an additional \$0.01 per unit in year six. The new contract term will be effective July 1, 2026 through June 30, 2029.

Please note payment terms are net 30 days. Prices quoted herein will remain firm if acceptance is made within 60 days. This letter, as well as the general disclosures attached hereto, are incorporated by reference into the agreement between the parties.

In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 or by email at proposals@badgermeter.com. Additionally, you may contact your Account Manager, Dan Gilliam, by telephone at 916-402-4934 or by email at dgilliam@badgermeter.com.

We appreciate the opportunity to continue to support your metering needs.

Sincerely,

BADGER METER, INC.

A handwritten signature in blue ink, appearing to read 'Charla D. Dury'.

Charla D. Dury
Assistant Secretary and Proposal Lead



GENERAL DISCLOSURES

CONFIDENTIALITY STATEMENT

The information contained herein is to be considered confidential and proprietary to the extent allowable by law. © 2026 Badger Meter, Inc. All rights reserved.

DISCLOSURE

After the extension period ends on June 30, 2029, Badger Meter reserves the right to increase pricing.

Badger Meter also reserves the right to adjust pricing during the term to account for changes in law or other geoeconomic influences that are not enacted at the time of bid including, but not limited to, tariffs, duties, and taxes at the time of renewal.

If applicable, sales tax and freight will be calculated based on rates and tax status in effect at the time of invoicing.

Any additional terms and conditions remain the same.