



City Clerk Document No. _____

City Council Meeting Date: 9/22/22

**AMENDMENT TO CITY OF CHANDLER AGREEMENT
WATER TREATMENT CHEMICALS
CITY OF CHANDLER AGREEMENT NO. PW1-885-4313**

THIS AMENDMENT NO. 1 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and DPC Enterprises, L.P., a Delaware limited partnership (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2022 (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for water treatment chemicals (Agreement); and

WHEREAS, the term of the Agreement was August 15, 2021 through August 14, 2022 with the option of up to four one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for water treatment chemicals in an amount not to exceed \$11,193,910 for the extension term; and

WHEREAS, the Parties wish to exercise the first option through this Amendment No. 1 to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.
2. Section III, Period of Service is amended to read as follows: The term of the Agreement is extended for a one-year period August 15, 2022, through August 14, 2023
3. Section IV, Payment of Compensation and Fees is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of the original Agreement, attached to and made a part of this Amendment No. 1. Total payments made to the Contractor during the term of this Amendment No. 1 will not exceed \$11,193,910.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Bruce Abuchowski

Its: Territory Manager

APPROVED AS TO FORM:

By: _____

 City Attorney

ATTEST:

By: _____

City Clerk

**REVISED EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES**

Item No.	Description	Delivered Size	Unit of Measure	Estimated Annual Qty	Product Offered	Unit Price
11a	50% Liquid Sodium Hydroxide (Caustic Soda), 50%, Commercial grade.	<Full load	Dry Short Ton	10,000	50% Formosa Plastics Liq Sodium Hydroxide	\$1,196.00/DST (+Superfund Tax \$.0003/lb)
12	30% Liquid Sodium Hydroxide (Caustic Soda), 30%, Commercial grade.	<Full load	Gal	74,000	30% Formosa Plastics Liq Sodium Hydroxide	\$2.251/gal (+Superfund Tax \$.0003/lb)
14	Liquid Sodium Hypochlorite Bleach), High-quality filtered, 12.5%.	Bulk	Gal	1,900,000	Dixichlor 12.5%	\$1.55/gal (+Superfund Tax \$.0003/lb)

Minimum Discount offered for chemicals not listed above N/A %

Delivery time after receipt of order (ARO) 3-5 business days