



City Clerk Document No. _____

City Council Meeting Date: July 20, 2023

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

THIS AMENDMENT NO. 2 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Polydyne, Inc., a Delaware corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2023 (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 14th, 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 \$13,100,000 for the extension term; and

WHEREAS, the Parties wish to exercise the second option through this Amendment No. 2 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, 2023, through August 14, 2024.
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. 2. Total payments made to the Contractor during the term of this Amendment No. 2 will not exceed \$13,100,000.

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. 2 and the Agreement, the terms and conditions in this Amendment No. 2 prevail and control.

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

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: Boyd Stanley

Its: Sr. Vice-President

APPROVED AS TO FORM:

By: _____
City Attorney

TMB

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
1	N-120P Polymer, Polydyne. No substitutes. (Filter aid)	55-gal drum	gal	700	N-120P	\$13.95
2	A-3320 Polymer, Polydyne or approved equal. (Ballasted floc)	1200-lb super sack	lb	15,000	A-3320	\$2.43
3	A-6320 Polymer, Polydyne or approved equal. (Gravity thickener)	Tote	lb	13,000	A-6320	\$1.54
4	C-6240 Polymer, Polydyne or approved equal. (Belt filter press)	Tote	lb	28,000	C-6240	\$1.62
5	A-210P Polymer, Polydyne or approved equal. QA/QC report with every load.	Tote	neat lb	125,000	A-210P	\$1.54
6	C-6267 Polymer, Polydyne or approved equal.	Partial load (2500 gal)	gal	10,000	C-6267	\$15.80
7	WE-1522, Clarifloc Polymer, Polydyne or approved equal.	Tote	gal	2,500	WE-1522	\$15.80
7a	WE-1522, Clarifloc Polymer, Polydyne or approved equal.	Full load (5000 gal)	gal	5,000	WE-1522	\$16.84
7b	WE-1522, Clarifloc Polymer, Polydyne or approved equal.	Partial load (3000-4999 gal)	gal	200,000	WE-1522	\$17.88
7c	WE-1522, Clarifloc Polymer, Polydyne or approved equal.	Partial load (<3000 gal)	gal	2,500	WE-1522	\$21.00

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

Delivery time after receipt of order (ARO) 7 to 21 days ARO