



City Clerk Document No. \_\_\_\_\_

City Council Meeting Date: \_\_\_\_\_

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

THIS AMENDMENT NO. 4 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Thatcher Company of Arizona, Inc., an Arizona corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made \_\_\_\_\_, 2025 (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<sup>th</sup>, 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 \$14,100,000 for the extension term; and

WHEREAS, the Parties wish to exercise the final option through this Amendment No. 4 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, 2025, through August 14, 2026.
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. 4. Total payments made to the Contractor during the term of this Amendment No. 4 will not exceed \$14,100,000.

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. 4 and the Agreement, the terms and conditions in this Amendment No. 4 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: Michael Mitchell \_\_\_\_\_

Its: \_\_\_\_\_ President

**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                    |
|----------|-------------------------------------------------------------|----------------|-----------------|----------------------|-----------------------------------------------------------------|-------------------------------|
| 10       | Liquid Aluminum Sulfate (Alum), commercial grade, purified. | Bulk           | Dry short ton   | 4,400                | 8.3% AL203                                                      | \$584.00                      |
| 18       | Mississippi Lime                                            | Bulk           | Lb              | 1,800,000            | Mississippi Lime                                                | \$0.448                       |
| 32       | 3" Water Treatment Grade (WTG) Calcium Hypochlorite Tablets | 50-lb pail     | Lb              | 200,000              | 2 5/8" Water Treatment Grade (WTG) Calcium Hypochlorite Tablets | \$3.76 – Min Order qty 4800/# |

Minimum Discount offered for chemicals not listed above \_\_\_\_\_N/A\_\_\_\_\_ %

Delivery time after receipt of order (ARO) \_\_\_\_\_7-10 days ARO\_\_\_\_\_

Fuel Surcharge and Federal Superfund Chemical Excise Tax allowed