



City Clerk Document No. _____

City Council Meeting Date: _____

**AMENDMENT TO CITY OF CHANDLER AGREEMENT
IRON SALT FOR ODOR & CORROSION CONTROL
CITY OF CHANDLER AGREEMENT NO. WW3-885-4614**

THIS AMENDMENT NO. 2 (Amendment No. 2) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and us Peroxide LLC. dba USP Technologies, a Delaware 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, the Parties entered into an agreement for a turnkey non-hazardous iron salt product and dosing station as more fully described in the Agreement; and

WHEREAS, the term of the Agreement was September 21, 2023 through September 20, 2024, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the second option through this Amendment 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 is amended to read as follows: The Agreement is extended for a one-year period September 21, 2025 through September 20, 2026.
3. Section IV 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, which is incorporated into and made a part of this Amendment No. 2 by this reference. Total payments made to the Contractor during the term of this Amendment No. 2 will not exceed \$ 600,000.00.

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: _____ Mayor _____

FOR THE CONTRACTOR

By: Jordan Butler _____

Its: _____ VP & General Manager, USP Technologies

APPROVED AS TO FORM:

By: _____
City Attorney

JMB

ATTEST:

By: _____
City Clerk

REVISED EXHIBIT B TO AGREEMENT COMPENSATION AND FEES

Fees can be laid out as cost per equipment, set-up, hauling, and chemical costs. It is preferred to have the cost be all included in the cost per gallon delivered.

- Chemical Costs – Monthly usage estimate of 200 gpd or more
- Equipment Costs – Monthly facility fee per system
- Total Labor Costs – Mobilization fee per system

Item Description	UOM	Amount
Chemical Costs (SulFeLox product)	Per Gallon	\$ 7.03
Equipment Costs	Month Facility Fee/System	\$ N/A
Labor Costs	Lump Sum	\$ N/A

Pricing is comprehensive in nature and includes supply of:

- *Supply of chemicals necessary for support of the odor control program, specifically SulFeLox buffered iron solution*
- *USP-7,800-gallon double-walled tank*
- *Duplex pump skid specifically designed for SulFeLox product*
- *Fully integrated Advanced Dosing Control System for 24hr dose profiling*
- *All chemical suction and discharge piping, valves, etc. to the treatment process, including new fill line at Lone Butte Diversion Structure.*
- *ChemWatch ACS control system for remote monitoring and dosing control of the system*
- *Equipment mobilization, installation, start-up, and maintenance*
- *Initial on-site survey to determine peroxide/sulfide reaction rates and H2S removal efficiency*
- *Project management, applications & process optimization services*
- *Seasonal program optimization and equipment maintenance services*
- *Chemical safety training for site personnel*
- *Inventory and delivery management (ACS controller)*
- *All necessary sampling (liquid and vapor) labor and installation*
- *Weekly program reporting and documentation (USP Vista)*

SulFeLox program pricing at \$7.03/gal delivered in full truckloads of 44k lbs.
Volume pricing of \$6.35/gal will apply for annual average use rate of >350 GPD.

Pricing good through 1/31/2026