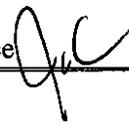
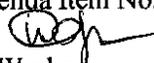




| ACTION | TYPE OF ITEM |
|--|--|
| <input type="checkbox"/> Approved Recommendation | <input checked="" type="checkbox"/> Info/Consent |
| <input type="checkbox"/> Ord. No(s). _____ | <input type="checkbox"/> Report |
| <input type="checkbox"/> Res. No(s). _____ | <input type="checkbox"/> Public Hearing (Info/consent) |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ |

Prepared By: Anthony Emmert, Water Resources Manager

Agenda Item No. I-4

Reviewed By: City Manager  City Attorney  Finance  Public Works 

DATE: September 3, 2009

TO: City Council

FROM: Mark S. Norris, Assistant Public Works Director 
Public Works Department

SUBJECT: **First Amendment to Agreement for Trade Services with Polydyne, Inc. for Supply and Delivery of Clarifloc C-6264 Polymer to the Wastewater Treatment Plant**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the First Amendment to the Agreement with Polydyne, Inc. to increase the amount by \$240,000 for a total of \$440,000 and extend the expiration date from September 30, 2009, to September 30, 2010, for supply and delivery of Clarifloc C-6264 Polymer to the Wastewater Treatment Plant (Agreement No. 4611-08-PW).

DISCUSSION

Approximately 50 million gallons of biosolids are processed annually at the Wastewater Treatment Plant. Liquid emulsion polymers, such as Clarifloc C-6264, are an essential element in this treatment process, used to dewater and solidify the treated biosolids for proper disposal. Removal of biosolids from the treated effluent is necessary to ensure that wastewater discharged to the ocean is free of contaminants.

On July 24, 2008, the City issued a competitive Request for Bid for supply and delivery of polymer to the Wastewater Treatment Plant. The bid process included three phases: 1) bench testing of the proposed polymers to verify performance, 2) full-scale testing of the pre-qualified polymers to determine annual consumption, and 3) receipt of bids from the pre-qualified bidders. Polydyne, Inc. was the lowest responsive and responsible bidder of the three bids received by the closing date of September 24, 2008. Therefore, the Water Resources Division recommended Polydyne, Inc. for contract award.

The City and Polydyne, Inc. subsequently executed an agreement for one year of supply and delivery of Clarifloc C-6264 Polymer, with an option to extend up to two additional one-year terms for a total cost not to exceed \$600,000. Polydyne, Inc. has completed the first year of supply and delivery. Execution of the First Amendment would represent the first of two potential one-year extensions.

First Amendment to Agreement for Trade Services with Polydyne, Inc. for Supply and Delivery of Clarifloc C-6264 Polymer to the Wastewater Treatment Plant
September 3, 2009
Page 2 of 2

FINANCIAL IMPACT

The Water Resources Division is requesting the subject agreement be extended one year and increased an additional \$240,000 to cover the cost of polymer supply and delivery through the term ending September 30, 2010. If approved, the First Amendment would increase the total cost of the Agreement from \$200,000 to \$440,000. There are sufficient funds in appropriated in Account No. 621-6202-843-8104 to cover the cost of the First Amendment.

AE:joh:mdt

Attachment #1 – First Amendment to Agreement No. 4611-08-PW

FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This First Amendment ("First Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 15th day of September, 2009, by and between the City of Oxnard, a municipal corporation ("City"), and Polydyne, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on October 15, 2008, by City and Vendor.

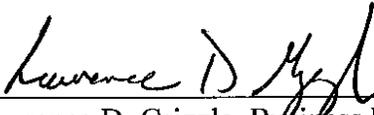
City and Vendor agree as follows:

1. In section 3 of the Agreement, the date "September 30, 2009" is deleted and replaced with the date "September 30, 2010".
2. In section 4 of the Agreement, the figure "\$200,000" is deleted and replaced with the figure "\$440,000".
3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

VENDOR

Dr. Thomas E. Holden, Mayor

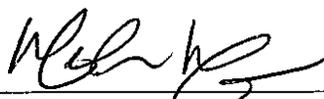


Lawrence D. Grizzle, Business Manager
Polydyne, Inc.

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk



James Cameron, Risk Manager

APPROVED AS TO FORM:

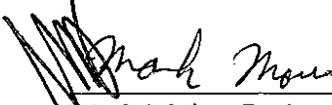
APPROVED AS TO CONTENT:

 for

Alan Holmberg, City Attorney 9.3.09



Ken Ortega, Public Works Director



Mark Moise, Project Manager