



Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Amendment No. 1 to the Agreement between Water Environment Services and  
Polydyne Inc. for Thickening and Dewatering Polymer

<b>Purpose/Outcomes</b>	Amend the current Contract with Polydyne Inc. to include an updated fee schedule, which reflects current market pricing, and to update the contract to reflect all products used within any/all WES operated facilities.
<b>Dollar Amount and Fiscal Impact</b>	Annual increase in funding from \$180,000 to the requested \$420,000 is a result of the volatile market of the petroleum industry, which is relied upon for the manufacture of polymer, and to reflect current Polydyne Inc. products consumed at all WES operated facilities.
<b>Funding Source</b>	50/50 Split 631-01-29100-422000 & 631-01-26100-422000
<b>Duration</b>	November 22, 2017 through June 30, 2022
<b>Previous Board Action/Review</b>	Original Contract for was approved on November 22, 2017.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This project supports the WES Strategic Plan in meeting or exceeding full compliance with regulatory requirements</li> <li>2. This project supports the County Strategic Plan to build a strong infrastructure.</li> </ol>
<b>Contact Person</b>	Darren Eki – Water Environment Services 503-557-2804

**BACKGROUND:**

Clackamas County Water Environment Services (WES) provides wastewater services to over 150,000 people in Clackamas County and operates multiple wastewater treatment facilities; all of which produce solids. The solids from all plants are transferred to the Tri-City WRRF where polymer is utilized for dewatering with the end product being biosolids. WES’s primary strategy for biosolids management is land application. WES operates a dewatered biosolids program in Sherman County and will occasionally apply liquid biosolids in Clackamas County based on operational needs. At times, WES may require support for the hauling and land application as a result of unplanned events, to include but not limited to plant upset, maintenance/repair, field availability, equipment breakdown, staff availability, and weather.

**PROCUREMENT PROCESS:**

This project advertised in accordance with ORS 279B and LCRB Rules on March 15, 2017. Proposals were publically opened April 26, 2017. The County received three (3) proposals from BASF, Kemira Water Solutions and Polydyne, Inc. The Polydyne, Inc. proposal was chosen as most complete and comprehensive and was awarded a five (5) year Contract on September 18, 2017.

The original Contract as well as Amendment #1 has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

The Board of County Commissioners, acting as the governing body of Water Environment Services ("District"), approve Amendment 1 to the agreement between the District and Polydyne, Inc. for an amount not to exceed \$2,100,000.00.

Respectfully submitted,

Greg Geist  
Director, WES

Placed on the March 14, 2019 agenda by Procurement.

**AMENDMENT #1**

**TO THE CONTRACT DOCUMENTS WITH POLYDYNE, INC. FOR THICKENING AND DEWATERING POLYMER**

This Amendment #1 is entered into Polydyne, Inc. (“Contractor”) and Water Environment Services (“District”) and it shall become part of the Contract documents entered into between both parties on November 22, 2017 (“Contract”).

The Purpose of the Amendment #1 is to make the following changes to the Contract:

1. **ITEM II. SCOPE OF WORK** is hereby amended as follows:  
Due to the changes related to the TC Solids Upgrade the dry polymer make-up system is being replaced with an emulsion make-up system. The intent of this amendment is to reflect the current Contractor products consumed at all WES operated facilities.
  
2. **ITEM III. COMPENSATION** is hereby amended as follows:  
Chemical prices were locked into a 5 year price agreement in which District has discovered the volatility of chemical prices and have agreed to adjust the rates to current market value and allow for annual submittal of a current fee schedule. The allocated cost increase is also an accurate reflection of all Contractor products consumed at all WES facilities. The revised fee schedule is attached as **Exhibit “A”** and hereby incorporated by reference. District is requesting to update the annual payments for chemicals from \$180,000.00 to \$420,000.00. This adds an additional **\$1,200,000.00** to the Contract Compensation. The maximum Contract Compensation shall not exceed \$2,100,000.00.

Original Contract	\$ 900,000.00
<b>Amendment #1</b>	<b>\$ 1,200,000.00</b>
<b>Total Amended Contract</b>	<b>\$ 2,100,000.00</b>

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

**Polydyne, Inc.**  
1 Chemical Plant Road  
Riceboro, GA 31323

**Water Environment Services**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name/ Title (Printed)

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
884268-96 FBC / Delaware  
Oregon Business Registry Number

\_\_\_\_\_  
Approved as to Form:

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date