



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

1. Agenda Item Number:

16

2. Council Meeting Date:

April 12, 2012

TO: MAYOR & COUNCIL

3. Date Prepared: March 27, 2012

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Extend Agreement RO8-485-2582 with Aquatic Consulting & Testing Inc. for Pond Management – Midge Fly/Mosquito and Odor Control in an amount not to exceed \$170,000.

6. RECOMMENDATION: Extend Agreement RO8-485-2582 with Aquatic Consulting & Testing Inc. for Pond Management – Midge Fly/Mosquito and Odor Control, in an amount not to exceed \$170,000.

7. BACKGROUND/DISCUSSION: Chandler's Reverse Osmosis Facility maintains a 32-acre brine evaporation pond site near Gilbert and Ocotillo Roads. Housing developments were constructed in close proximity to the site and in the past, residents have reported odors and midge fly nuisance associated with the ponds. Since 2003, Chandler has contracted for larvicide treatment of the ponds and to monitor midge fly and mosquito populations. These treatments have reduced midge fly and mosquito activity. In addition, odor control measures have reduced odors. The Airport Water Reclamation Facility also is using this contractor for midge fly and mosquito sampling and control at the Chandler Heights Recharge Facility.

8. EVALUATION PROCESS: In April 2008, Council approved Agreement No. RO8-485-2582 for Pond Management of Midge Fly/Mosquito and Odor Control Agreement with Aquatic Consulting & Testing Inc. for one year with four one-year extensions. This is the fourth & final extension to the Agreement. Aquatic Consulting & Testing Inc. is in charge of data analysis to keep the ponds in an odor and vector free condition and has become an integral part of the pond management team, and is included in weekly teleconference meetings with City and Intel staff members. Aquatic Consulting & Testing Inc. agreed to extend the Agreement for an additional one-year period with no price increase. The term is from May 1, 2012 to April 30, 2013.

9. FINANCIAL IMPLICATIONS:

Cost: \$170,000

Savings: N/A

Long Term Costs: N/A

Fund Source:

<u>Acct No.</u>	<u>Fund</u>	<u>Program name</u>	<u>CIP Funded</u>	<u>Funds</u>
616.3930.5219.0.0	WW Ind. Treatment R O	Other Professional/Contract Services	No	\$110,000
615.3960.5219.0.0	WW Operating, AWRF	Other Professional/Contract Services	No	\$ 60,000

10. PROPOSED MOTION: Move to extend Agreement RO8-485-2582 with Aquatic Consulting & Testing Inc. for Pond Management – Midge Fly/Mosquito and Odor Control, in an amount not to exceed \$170,000.

APPROVALS

11. Requesting Department

12. Department Head

Kim Neill, Utility Operations Manager

Dave Siegel, Municipal Utilities Director

13. Procurement Officer

14. City Manager

Sharon Brause, CPPB, CPCP

Rich Dlugas

**AMENDMENT NUMBER FOUR,
TO AGREEMENT BETWEEN THE CITY OF CHANDLER
AND
AQUATIC CONSULTING & TESTING
AGREEMENT NO. RO8-485-2582**

This Amendment #4 to that certain Agreement Between the City Of Chandler (CITY) and **AQUATIC CONSULTING & TESTING** for Pond Management / Mosquito Control Services dated April 25, 2008 and is entered into this _____ day of _____, 2012.

WHEREAS, the parties have agreed;

NOW THEREFORE, the parties agree as follows:

1. This Agreement is extended for a one-year period, May 1, 2012 through April 30, 2013,
2. The Agreement price is an amount not to exceed **One Hundred Seventy Thousand (\$170,000)** which sum shall include all costs or expenses incurred by CONTRACTOR payable as set forth in Exhibit B attached.
3. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _____, 2012.

CITY OF CHANDLER:

By: _____
MAYOR

CONTRACTOR:

By: Elizabeth McKeen
Title: President

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

ATTEST: (If corporation)

Judith A. Amalfi
Secretary

WITNESS: (If individual or Partnership)

[SEAL]

EXHIBIT B
May 1, 2012 – April 30, 2013
PRICING

Activity	Frequency	Rate	No.	Extended price
Monitor larvae in ponds	Monthly (9) Feb-Oct	\$65.00/sample	5 composites	\$2,925.00
Monitor adults in facility	Monthly (9) Feb-Oct	\$65.00	3 sites	\$1,755.00
Monitor adults in residential areas	Monthly (9) Feb-Oct	\$65.00	5 sites	\$2,925.00
Treat Ponds with larvicide-materials	As needed (7)	7 lb/acre @ \$26.04/lb	32 acres	\$40,830.00
Treat Ponds with larvicide-materials (alternative)	As needed (3)	20 lb/acre @ \$2.32/lb	32 acres	\$4,454.00
Treatment labor	10 events	7 hr @ \$75.00/hr	10 events	\$7,500.00
Report preparation	Monthly (9) Feb-Oct	\$75.00/hr	3 hr	\$2,025.00
Sub-total				\$62,414.00
Additional work that required				\$27,466.00

Midgeflys / Odor / Mosquitoes Management

Materials and labor costs presented below are gross opinions of cost provided for budgeting consideration.

Activity	Frequency	Rate	Extended Price
Visual monitoring of ponds (monthly)	12	\$10.00	\$120.00
Chemical/physical water quality monitoring (Qtly)	4	\$1,325.00	\$5,300.00
Reports/consulting time X 3hrs	12	\$75.00 x 3 hr	\$2,700.00
Chemical/biological treatment labor	10 times	\$75.00 x 6 hr	\$4,500.00
Herbicide and other treatment chemicals (as needed)	10 times @ 10 acres	\$75.00 /acre	\$7,500.00
Sub-total			\$20,120.00
TOTAL ALL LINE ITEMS (excluding note below)			\$110,000.00

****In addition to above work, the Airport Water Reclamation facility expects to utilize this Agreement as well, for an amount not to exceed \$60,000.00 per year.**

EMERGENCY RESPONSE TIME

CONTRACTOR shall respond to all emergency service calls within forty-eight (48) hours on-site after receipt of call.

Hourly rate for emergency call-outs by City - \$ 75.00 /hr

If it becomes necessary for CONTRACTOR to perform work, billable labor hours shall be adjusted to the overtime rate with the exception of the following:

Optional Pond Water Quality Management - \$ 75.00 /hr