



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. MUA16-064**

1. Agenda Item Number:
11

2. Council Meeting Date:
March 31, 2016

TO: MAYOR AND COUNCIL

3. Date Prepared: March 16, 2016

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Amendment No. 1 to Agreement No. MU5-885-3526 for the Purchase of Water Treatment, Wastewater Treatment, and Swimming Pool Chemicals

6. RECOMMENDATION: Staff recommends City Council approve Amendment No. 1 to Agreement No. MU5-885-3526, with Chemrite, Inc., in an amount not to exceed \$198,416.00; Evoqua Water Technologies, LLC, in an amount not to exceed \$195,700; Hill Brothers Chemical Company in an amount not to exceed \$359,975; Polydyne, Inc., in an amount not to exceed \$538,325; and Thatcher Company of Arizona, Inc., in an amount not to exceed \$284,175 for water treatment, wastewater treatment, and pool chemicals, for a one-year term, for a grand total amount not to exceed \$1,576,591.

7. BACKGROUND/DISCUSSION: This contract will be used to purchase water treatment, wastewater treatment, and swimming pool chemicals. The Municipal Utilities Department will use this agreement for water, wastewater, reverse osmosis, and well systems treatment. The Community & Neighborhood Services Department will use this contract for pool chemicals. Chemicals used by the Ocotillo Brine Reduction Facility (OBRF) are paid for by Intel.

This agreement is a supplement to Agreement No. MU4-885-3350. It includes chemicals needed to meet new water quality requirements that have emerged, were not extended on the existing Agreement, and replaces chemicals that were not functioning properly. Amendments to extend Agreement No. MU4-885-3350 are also scheduled for this City Council meeting.

8. EVALUATION PROCESS: On June 11, 2015, City Council awarded Agreement No. MU5-885-3526 for the purchase of water treatment, wastewater treatment, and swimming pool chemicals to Chemrite, Inc., Evoqua Water Technologies, LLC, Hill Brothers Chemical Company, Polydyne, Inc., and Thatcher Company of Arizona, Inc., for the term of July 1, 2015, through June 30, 2016, with the option of four (4) additional one-year extensions.

All vendors have agreed to extend for one (1) additional year at the same terms, conditions, and pricing. The term of these amendments is from July 1, 2016, through June 30, 2017. This is the first extension of the agreement.

9. FINANCIAL IMPLICATIONS:

Costs: \$1,576,591
Savings: N/A
Long Term Costs: N/A

Fund Source:

<u>Account No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
101.4520.0000.5318	General, Aquatics	Chemicals	No	\$ 6,333.50
605.3830.0000.5318	Water Operating, Water Treatment	Chemicals	No	\$ 7,222.50
605.3860.0000.5318	Water Operating, Water Production	Chemicals	No	\$ 189,692.50
615.3940.0000.5318	WW Operating, WW Treatment	Chemicals	No	\$ 597.50
615.3960.0000.5318	WW Operating, Airport WRF	Chemicals	No	\$ 280,722.50
615.3970.0000.5318	WW Operating, Ocotillo WRF	Chemicals	No	\$1,014,422.50
616.3930.0000.5318	WW Ind. Treatment, OBRF	Chemicals	No	\$ 77,600.00
Total:				\$1,576,591.00

10. PROPOSED MOTION: Move City Council approve Amendment No. 1 to Agreement No. MU5-885-3526, with Chemrite, Inc., in an amount not to exceed \$198,416.00; Evoqua Water Technologies, LLC, in an amount not to exceed \$195,700; Hill Brothers Chemical Company in an amount not to exceed \$359,975; Polydyne, Inc., in an amount not to exceed \$538,325; and Thatcher Company of Arizona, Inc., in an amount not to exceed \$284,175 for water treatment, wastewater treatment, and pool chemicals, for a one-year term, for a grand total amount not to exceed \$1,576,591.

Attachments: Amendments

APPROVALS

11. Requesting Department


Kim Neill, Utility Operations Manager

12. Procurement Officer


Mike Mandt, CPPB

13. Department Head


Gregg Capps, Acting Municipal Utilities Director

14. Acting City Manager


Marsha Reed

AMENDMENT NUMBER ONE
TO CONTRACT BETWEEN THE CITY OF CHANDLER
AND
CHEMRITE, INC.
FOR WATER TREATMENT AND POOL CHEMICALS
CONTRACT NO. MU5-885-3526

This Amendment No. One to that certain Contract Between the City of Chandler (City) and Chemrite, Inc., (Contractor) for Water Treatment and Pool Chemicals dated, June 12, 2015 is entered into this ____ day of _____, 2016.

WHEREAS, the parties entered into contract for one year with provisions to extend up to four additional periods of one year.

NOW THEREFORE, the parties agree as follows:

1. Section 6 Term, this Contract is extended for a one-year period, July 1, 2016 through, June 30 2017.
2. Section 5 Price, CITY shall pay to CONTRACTOR an amount not to exceed one hundred and ninety-eight thousand four hundred and sixteen dollars (\$198,416) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit B, attached to the Agreement and incorporated herein by reference.
3. All other terms and conditions of the above referenced Contract as amended shall remain unchanged and in full force and effect. All terms and conditions in the original Contract 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 _____, 2016.

CITY OF CHANDLER:

By: _____
Mayor

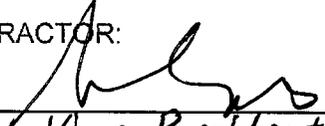
APPROVED AS TO FORM:

City Attorney 

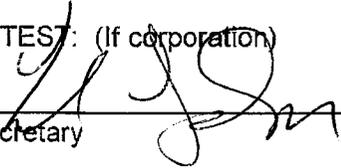
ATTEST:

City Clerk

CONTRACTOR:

By: 
Title: Vice President

ATTEST: (If corporation)


Secretary

WITNESS: (If individual or Partnership)



[SEAL]

AMENDMENT NUMBER ONE
TO CONTRACT BETWEEN THE CITY OF CHANDLER
AND
EVOQUA WATER TECHNOLOGIES, LLC
FOR WATER TREATMENT AND POOL CHEMICALS
CONTRACT NO. MU5-885-3526

This Amendment No. One to that certain Contract Between the City of Chandler (City) and Evoqua Water Technologies, LLC, (Contractor) for Water Treatment and Pool Chemicals dated, June 12, 2015 is entered into this ____ day of _____, 2016.

WHEREAS, the parties entered into contract for one year with provisions to extend up to four additional periods of one year.

NOW THEREFORE, the parties agree as follows:

1. Section 6 Term, this Contract is extended for a one-year period, July 1, 2016 through, June 30 2017.
2. Section 5 Price, CITY shall pay to CONTRACTOR an amount not to exceed one hundred ninety-five thousand and seven hundred dollars (\$195,700) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit B, attached to Agreement and incorporated herein by reference.
3. All other terms and conditions of the above referenced Contract as amended shall remain unchanged and in full force and effect. All terms and conditions in the original Contract 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 _____, 2016.

CITY OF CHANDLER:

By: _____
Mayor

CONTRACTOR:

By: *[Signature]*
Title: Product Manager

APPROVED AS TO FORM:

City Attorney *[Signature]*

ATTEST:

City Clerk

ATTEST: (If corporation)

See Attached Officer's Certificate
Secretary

WITNESS: (If individual or Partnership)



AMENDMENT NUMBER ONE
TO CONTRACT BETWEEN THE CITY OF CHANDLER
AND
HILL BROTHERS CHEMICAL COMPANY
FOR WATER TREATMENT AND POOL CHEMICALS
CONTRACT NO. MU5-885-3526

This Amendment No. One to that certain Contract Between the City of Chandler (City) and Hill Brothers Chemical Company (Contractor) for Water Treatment and Pool Chemicals dated, June 12, 2015 is entered into this ____ day of _____, 2016.

WHEREAS, the parties entered into contract for one year with provisions to extend up to four additional periods of one year,

WHEREAS, the parties have agreed to extend the contract for the first year;

1. Section 6 Term, this Contract is extended for a one-year period, July 1, 2016 through, June 30 2017.
2. Section 5 Price, CITY shall pay to CONTRACTOR an amount not to exceed three hundred fifty-nine thousand nine hundred and seventy-five dollars (\$359,975) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit B, attached to Agreement and incorporated herein by reference.
3. All other terms and conditions of the above referenced Contract as amended shall remain unchanged and in full force and effect. All terms and conditions in the original Contract 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 _____, 2016.

CITY OF CHANDLER:

By: _____
Mayor

APPROVED AS TO FORM:

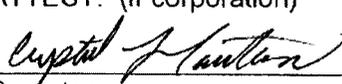
City Attorney 

ATTEST:

City Clerk

CONTRACTOR:

By: 
Title: Regional Sales Manager

ATTEST: (If corporation)

Secretary

WITNESS: (If individual or Partnership)

[SEAL]

AMENDMENT NUMBER ONE
TO CONTRACT BETWEEN THE CITY OF CHANDLER
AND
POLYDYNE, INC.
FOR WATER TREATMENT AND POOL CHEMICALS
CONTRACT NO. MU5-885-3526

This Amendment No. One to that certain Contract Between the City of Chandler (City) and Polydyne, Inc., (Contractor) for Water Treatment and Pool Chemicals dated, June 12, 2015 is entered into this ____ day of _____, 2016.

WHEREAS, the parties entered into contract for one year with provisions to extend up to four additional periods of one year.

NOW THEREFORE, the parties agree as follows:

1. Section 6 Term, this Contract is extended for a one-year period, July 1, 2016 through, June 30 2017.
2. Section 5 Price, CITY shall pay to CONTRACTOR an amount not to exceed five hundred thirty-eight thousand three hundred and twenty-five dollars (\$538,325) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Revised Exhibit B, attached.
3. Exhibit B, the CONTRACTOR will substitute Clarifloc WE-1522 for line 1a, 1b, 1c and 1d as requested by the City. The contractor will deliver line 2 in totes. The attached Revised Exhibit B replaces Exhibit B attached to the agreement.
4. All other terms and conditions of the above referenced Contract as amended shall remain unchanged and in full force and effect. All terms and conditions in the original Contract 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 _____, 2016.

CITY OF CHANDLER:

By: _____
Mayor

APPROVED AS TO FORM:

City Attorney *pk*

ATTEST:

City Clerk

[SEAL]

CONTRACTOR:

By: *Boyd Stanley*
Title: Boyd Stanley, Business Director

ATTEST: (If corporation)

Secretary
James. R. Carlson

WITNESS: (If individual or Partnership)

**REVISED
EXHIBIT B**

Item	Chemical	UOM	Delivered Size	Unit Price
1a	Clarifloc WE-1071 or WE1522 Polymer (AWRF)	Gal	Tote	\$ 9.03
1b	Clarifloc WE-1071 or WE1522 Polymer (AWRF)	Gal	Full Load	\$ 9.12
1c	Clarifloc WE-1071 or WE1522 Polymer (AWRF)	Gal	Partial Load 3,000 gal and over	\$ 9.55
1d	Clarifloc WE-1071 or WE1522 Polymer (AWRF)	Gal	Partial Load less than 3,000 gal	\$ 10.15
2	Polymer Polydyne A 210P	Neat lb	tote	\$ 0.97
3	Polymer Polydyne C6267	gal	tote	\$ 9.03

