

**BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: July 1, 2014

**ITEM SUMMARY, JUSTIFICATION and/or SPECIAL CONSIDERATIONS:**

Amendment #3, contract #MA-WW-1200000000000000741, LambTech, Inc., to provide System Wide Odor Control Program Sampling, Monitoring & Performance Evaluation Support for the Regional Wastewater Reclamation Department. Funding source: WW Ops., Administering Department: Regional Wastewater Reclamation Department.

This amendment extends the contract term to June 30, 2015 to align the contract expiration date with fiscal year budgeting and adds Three Hundred Fifty Thousand Dollars (\$350,000.00) to the contract to fund odor control services through the extended contract term. This total increase in the contract amount has been budgeted by RWRD for Fiscal Year 2014 – 2015.

Effective Date: July 1, 2014

Termination Date: June 30, 2015

Original Contract Amount: \$350,000.00

Previous Amendment(s): \$350,000.00

Previous Contract Amount: \$700,000.00

Amount this Amendment: \$350,000.00

Revised Contract Amount: \$1,050,000.00

Cont # : MA-WW-12\*741-03

Effective: 7.1.14

Term: 6.30.15

Cost: 350,000.00

Rev: 0

Tot: 350,000.00

NTE: 1,050,000.00

Timex: YES

Renewal: 3.1.15

Term: 6.30.15

Project Manager: Dennis Froehlich

Contract Officer: Jerome Rizzo, 724-3245  
Procurement Department

Vendor is using a Social Security Number: No

AMS# MA-WW-1200000000000000741 Ver. 11

**Please return to Harry Lewis.**

CLERK OF THE BOARD USE ONLY: BOS MTG. \_\_\_\_\_

ITEM No. \_\_\_\_\_

Procure Dept 06/13/14 09:14

C

**PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT**

**PROJECT:** SYSTEM WIDE ODOR CONTROL PROGRAM SAMPLING, MONITORING & PERFORMANCE EVALUATION SUPPORT

**CONSULTANT:** LambTech, Inc.  
P.O. Box 6117  
Chino Valley, AZ 68323

**CONTRACT NO.:** MA-WW-1200000000000000741

**AMENDMENT NO.:** Three (3)

**FUNDING:**

<b>CONTRACT</b>
NO MA-WW-1200000000000000741
<b>AMENDMENT NO. 03</b>
This number must appear on all invoices, correspondence and documents pertaining to this contract.

<b>CONTRACT TERM:</b> 08/07/12 to 08/06/13	<b>ORIGINAL CONTRACT AMOUNT:</b>	\$	350,000.00
<b>TERMINATION PRIOR AMENDMENT:</b> 08/06/14	<b>PRIOR AMENDMENT(S):</b>	\$	350,000.00
<b>TERMINATION THIS AMENDMENT:</b> 06/30/15	<b>AMOUNT THIS AMENDMENT:</b>	\$	350,000.00
	<b>REVISED CONTRACT AMOUNT:</b>	\$	1,050,000.00

**CONTRACT AMENDMENT**

**WHEREAS,** COUNTY and CONSULTANT have entered into the Contract referenced above; and

**WHEREAS,** the original contract provided for up to four (4) additional one-year contract extensions; and

**WHEREAS,** COUNTY's requirement for the services provided under this contract are ongoing; and

**WHEREAS,** the COUNTY wishes to align the contract termination date with the fiscal year for budgeting purposes; and

**WHEREAS,** COUNTY wishes to extend the contract term for the second of up to four additional contract extension periods; and

**WHEREAS,** COUNTY wishes to increase the contract amount by \$350,000.00 for continued odor sampling, monitoring, and performance evaluation services through June 30, 2015; and

**WHEREAS,** CONSULTANT is qualified to perform these services and has extended the original pricing for this additional contract extension period.

**NOW, THEREFORE,** it is agreed as follows:

**CHANGE: ARTICLE I - TERM AND EXTENSION/RENEWAL/CHANGES, first paragraph,**

From: "This Contract shall commence upon execution by the Board of Supervisors, and shall terminate on August 6, 2014, unless sooner terminated or further extended pursuant to the provisions of this Contract."

To: "This Contract shall commence upon execution by the Board of Supervisors, and shall terminate on June 30, 2015, unless sooner terminated or further extended pursuant to the provisions of this Contract."

**CHANGE: ARTICLE III - COMPENSATION AND PAYMENT, first paragraph,**

From: "In consideration of the services specified in this Contract, the COUNTY agrees to pay CONSULTANT Not To Exceed Seven Hundred Thousand Dollars (\$700,000.00) during the term of the contract."

To: "In consideration of the services specified in this Contract, the COUNTY agrees to pay CONSULTANT Not To Exceed One Million Fifty Thousand Dollars (\$1,050,000.00) during the term of the contract."

This Amendment shall be effective on July 1, 2014.

✓

All other provisions of the Contract, not specifically changed by this amendment, shall remain in effect and be binding upon the parties.

IN WITNESS WHEREOF, the parties have affixed their signatures to this amendment on the dates written below.

APPROVED:

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

CONSULTANT:

  
\_\_\_\_\_  
Signature

*Edward Lamb / President*  
\_\_\_\_\_  
Name and Title (Please Print)

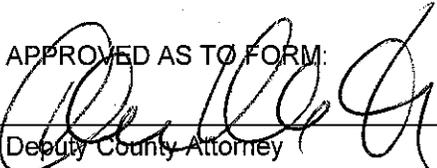
*6/11/14*  
\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy County Attorney

**CHARLES WESSELHOFT**

\_\_\_\_\_  
Name (Please Print)

*6-11-14*  
\_\_\_\_\_  
Date