



Contract Number: CT-FN-14\*402-01  
Effective Date: 6-17-14  
Term Date: 3-24-15  
Cost: \$25,000.-  
Revenue: \_\_\_\_\_  
Total: \_\_\_\_\_ NTE: \_\_\_\_\_  
Action: 12-1-14  
Renewal By: \_\_\_\_\_  
Term: 3-24-15  
Reviewed by: UR

## **BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: June 17, 2014

### **ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

The Pima County Attorney's Office, Civil Division, is submitting this amended contract for approval to the Board of Supervisor's due to a needed increase in contract funding.

Under the leadership of Ms. Leslie Katz, the Tucson-based firm Montgomery & Associates, Inc. has been providing expert consultation services to the Pima County Risk Management Office pertaining to the Shannon Road/El Camino Del Cerro Water Quality Assurance Revolving Fund (WQARF) Site in Tucson, Arizona. Specifically, Montgomery & Associates has reviewed the first draft Remedial Investigation (RI) report prepared by Arizona Department of Environmental Quality (ADEQ), and prepared a critical technical review for inclusion with Pima County's comments on the RI submitted to ADEQ. ADEQ's continued efforts to discount all other potential sources for aquifer contamination both north and east of the WQARF site, isolating Pima County as the only responsible party, necessitates continued critical analysis of ADEQ's efforts.

Amendment #01 increases the contract funding amount by \$25,000.00 to a total not-to-exceed amount of \$70,000.00 to cover the cost of continuing expert consultation services.

CONTRACT NUMBER (If applicable): CT-FN-14\*402

### **STAFF RECOMMENDATION(S):**

Pima County Attorney's Office, Civil Division recommends the approval of this contract amendment with Montgomery & Associates, Inc.

CORPORATE HEADQUARTERS: Montgomery & Associates, Inc.  
1550 E. Prince Road, Tucson, AZ 85719

Procure Dept 05/29/14 PM03:14

Page 1 of 2

Ver. 2

Vendor: 1

Pgs. 2

To: COB. 6-4-14  
Agenda 6-17-14  
(3)

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

ITEM NO. \_\_\_\_\_

PIMA COUNTY COST: \$25,000.00 and/or REVENUE TO PIMA COUNTY: \$ None

**FUNDING SOURCE(S):** Risk Management Environmental Liability Fund  
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

**Advertised Public Hearing:**

		YES	X	NO
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**Board of Supervisors District:**

1		2		3		4		5		All	X
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**IMPACT:**

**IF APPROVED:** Expert Consultation services will be provided to the County. These services are critical in support of the County's interests pertaining to the Shannon Road/El Camino Del Cerro WQARF Site. Pima County owned and operated the El Camino Del Cerro (CDC) Landfill from about 1973 to 1978.

**IF DENIED:** Expert Consultation services will not be provided to the County. This would place the County at risk of substantial damages in the matter of Shannon Road/El Camino Del Cerro WQARF Site.

DEPARTMENT NAME: Pima County Attorney's Office, Civil Division

CONTACT PERSON: Sonya Lazo TELEPHONE NO.: 740-5550

<b>PIMA COUNTY ATTORNEY</b>  <b>PROJECT: Professional Consultation Services</b>  <b>CONTRACTOR: Errol L. Montgomery &amp; Associates, Inc.</b>  <b>CONTRACT NO.: CT-FN-14000000000000000402</b>  <b>CONTRACT AMENDMENT NO.: One (01)</b>	<table border="1"> <tr> <th colspan="2">CONTRACT</th> </tr> <tr> <td>NO.</td> <td>CT-FN-14 00000000000000 402</td> </tr> <tr> <td>AMENDMENT NO.</td> <td>01</td> </tr> <tr> <td colspan="2">This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table>	CONTRACT		NO.	CT-FN-14 00000000000000 402	AMENDMENT NO.	01	This number must appear on all invoices, correspondence and documents pertaining to this contract.	
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<b>ORIG. CONTRACT TERM:</b> 03/24/2014 - 03/24/2015	<b>ORIG. CONTRACT AMOUNT:</b> \$45,000.00
<b>TERMINATION DATE PRIOR AMENDMENT:</b> N/A	<b>PRIOR AMENDMENTS:</b> N/A
<b>TERMINATION THIS AMENDMENT:</b> N/A	<b>AMOUNT THIS AMENDMENT:</b> \$25,000.00
	<b>REVISED CONTRACT AMOUNT:</b> \$70,000.00

### CONTRACT AMENDMENT

WHEREAS, COUNTY and CONSULTANT entered into a Contract for services as referenced above; and

WHEREAS, CONSULTANT and COUNTY, pursuant to Article 2.1 –SCOPE OF SERVICES, have agreed to amend the Scope of Services to include review and comment services in connection with Remedial Objectives (RO) Report for the Shannon Road/El Camino Del Cerro Water Quality Assurance Fund (WQARF) Registry Site as proposed by the Arizona Department of Environmental Quality.

WHEREAS, CONSULTANT and COUNTY, pursuant to Article 3.3 – COMPENSATION AND PAYMENT, have agreed to increase the contract amount to allow payment for the continued provision of expert consultation and/or testimony as agreed under the terms of the contract;

NOW, THEREFORE, it is agreed as follows:

**CHANGE: ARTICLE 2.1 – SCOPE OF SERVICES:**

From: "This Contract establishes the agreement under which the CONSULTANT will provide COUNTY with Services in accordance with Exhibit A: Proposal for Professional Services to Review the Draft Remedial Investigation Report for the Shannon Road/El Camino Del Cerro Landfill WQARF Site, Tucson, Arizona (attached hereto and by this reference incorporated herein). CONSULTANT shall not advise the COUNTY with respect to any other matter except at the request of the Chief Civil Deputy Pima County Attorney, and after amendment of the scope of this Contract

To: "This Contract establishes the agreement under which the CONSULTANT will provide COUNTY with Services a) in accordance with Exhibit A: Proposal for Professional Services to Review the Draft Remedial Investigation Report for the Shannon Road/El Camino de Cerro Landfill WQARF Site, Tucson, Arizona (attached hereto and by this reference incorporated herein); b) in connection with Remedial Objectives Report for Shannon Road/El Camino Del Cerro WQARF Registry Site as proposed by the Arizona Department of Environmental Quality; and c) such other matters related to the Camino Del Cerro Landfill as may specifically be identified by the Chief Civil Deputy Pima County Attorney.

**CHANGE: ARTICLE 3.3 – COMPENSATION AND PAYMENT:**

From: "Payments made to CONSULTANT pursuant to this Contract shall not exceed, in total, \$45,000."

To: "Payments made to CONSULTANT pursuant to this Contract shall not exceed, in total, \$70,000."

This Amendment shall be effective when signed by all parties.

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

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

**APPROVED:**

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

\_\_\_\_\_  
Date

**CONSULTANT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Leslie T. Katz, Hydrogeologist, Principal  
Name and Title (Please Print)

\_\_\_\_\_  
05/28/14  
Date

**ATTEST:**

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

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
5-29-14  
Date

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
5-29-14  
Date