



**BOARD OF SUPERVISORS AGENDA ITEM REPORT  
CONTRACTS / AWARDS / GRANTS**

Award  Contract  Grant

Requested Board Meeting Date: 11/21/2017

\* = Mandatory, information must be provided

or Procurement Director Award

**\*Contractor/Vendor Name/Grantor (DBA):**

Tucson Recycling & Waste Services, LLC

**\*Project Title/Description:**

Outsourcing of Landfill & Transfer Station Operations

**\*Purpose:**

Amendment of Award: Master Agreement No. MA-PO-13-513, Amendment No. 03. This Amendment exercises the five-year renewal option to extend the termination date to 05/31/2028, replaces Exhibit A: Scope of Services, Appendix A-1 Leased Landfill and Transfer Station Assets and Exhibit B: Payment Schedule in its entirety, and increases the award amount by \$5,144,920.00 from \$9,999,937.00 to \$15,144,857.00 for a cumulative not-to-exceed contract amount of \$15,144,857.00. Administering Department: Environmental Quality.

**\*Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.020, Competitive Sealed Proposals, on May 14, 2013, the Board of Supervisors approved an award of contract for an initial term of ten (10) years and an award amount of \$7,694,737.00 with three (3) five-year renewal options.

On November 12, 2013, The Board of Supervisors approved Amendment No. 01 to delete scrutinized business operations requirement from the contract, delete Contractor's responsibility for operating Pima County waste tire collection facilities, and delete one vehicle from leased assets. Award amount remained at \$7,694,737.00.

On November 17, 2015, The Board of Supervisors approved Amendment No. 02 to increase the award amount by \$2,305,200.00 from \$7,694,737.00 to \$9,999,937.00 for a cumulative not-to-exceed contract amount of \$9,999,937.00 to load and transport additional quantities of soil from Marana to the Tangerine Landfill, a requirement of the closure plan for the Tangerine Landfill.

This Amendment No. 03 exercises the five-year renewal option to extend the termination date to 05/31/2028, replaces Exhibit A: Scope of Services, Appendix A-1: Leased Landfill and Transfer Station Assets and Exhibit B: Payment Schedule in its entirety and increases the award amount by \$5,144,920.00 for a cumulative not-to-exceed contract amount of \$15,144,857.00. The increase is needed to cover overages from the Tangerine Landfill closure, the extension to 2028 and inactive landfill maintenance (see attached Funding Request). This amendment coincides with the 2018-2023 Solid Waste Fee Ordinance Agenda Item Report submitted by the Department of Environmental Quality.

PRGUID: 82342

Attachment: Funding Request and Master Agreement.

**\*Program Goals/Predicted Outcomes:**

To provide continued operations and maintenance of the County's solid waste facilities in compliance with permit conditions and environmental standards.

**\*Public Benefit:**

Pima County residents will continue to have access to solid waste disposal facilities as well as recycling drop off locations.

**\*Metrics Available to Measure Performance:**

Operations will be conducted in compliance with all requirements and in accordance with the contract.

**\*Retroactive:**

No.

**Contract / Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* \_\_\_\_\_  Revenue Amount: \$ \_\_\_\_\_

**\*Funding Source(s) required:**

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds?  Yes  No

\*Is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified?  Yes  No

If Yes, attach Risk's approval

Vendor is using a Social Security Number?  Yes  No

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment / Revised Award Information**

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 13-513

Amendment No.: 3 AMS Version No.: 7

Effective Date: 11/21/2017 New Termination Date: 5/31/2028

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

Expense or  Revenue  Increase  Decrease Amount This Amendment: \$ \$5,144,920.00

Is there revenue included?  Yes  No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required: General Fund

Funding from General Fund?  Yes  No If Yes \$ \$5,144,920.00 % 100

**Grant/Amendment Information (for grants acceptance and awards)**  Award  Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

Match Amount: \$ \_\_\_\_\_  Revenue Amount: \$ \_\_\_\_\_

**\*All Funding Source(s) required:**

\*Match funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

**\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Meagan Lynch, Commodity/Contracts Officer ML 10/27/17 [Signature]

Department: Procurement May 9 10/31/17 Telephone: 724-9071

Department Director Signature/Date: [Signature] 10.31.17

Deputy County Administrator Signature/Date: [Signature] 11-2-17

County Administrator Signature/Date: [Signature] 11/2/17  
*(Required for Board Agenda/Addendum Items)*

## FUNDING REQUEST

\$ 7,694,737	Original Contract 13*513	Jun 2013	10 year funding based on TRWS proposal RFP# 82342
\$ 2,305,200	Amendment #2	Nov 2015	Loading/Transport dirt for Tangerine Landfill closure from Marana Landfill
\$ 9,999,937	Amended Contract		
\$ 2,305,200	Amendment #2		
\$ 3,096,454	Expended Funds for Loading/Transport of dirt for Tangerine Landfill closure		
\$ (791,254)	Exceeded approved funds in amendment #2		
\$ 791,254	<b>Additional Funding Request</b>	Amount exceeded for Tangerine Closure dirt Loading/Transport	
\$ 3,682,800	<b>Additional Funding Request</b>	Renews first five year extension Jun 2023 - May 2028	\$736,560 annually
\$ 1,000,000	<b>Additional Funding Request</b>	Closed or inactive landfill maintenance and repair Jun 2018 - May 2028	\$100,000 annually
\$ 7,365,600	Required funds for initial 10 year term of contract based on actual plus no increases		
\$ 7,694,737	Funded based on projected RFP		
\$ (329,137)	<b>Reduction of initial funding</b>		
<b>\$ 5,144,917</b>	<b>Total Additional Funding Requested</b>	Funds MA 13*513 thru May 2028 -Two five year extensions remain unfunded	



**PIMA COUNTY**

# MASTER AGREEMENT

PIMA COUNTY, ARIZONA

**THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION**

Master Agreement No: 13000000000000000513

MA Version: 7

Page: 1 of 2

Description: Outsourcing Landfill & Transfer Station Operations

<b>I S S U E R</b>	Pima County Procurement Department
	130 W. Congress St. 3rd Fl
	Tucson AZ 85701
	<b>Issued By:</b> MEAGAN LYNCH
	<b>Phone:</b> 5207249071
	<b>Email:</b> Meagan.Lynch@pima.gov

<b>T E R M S</b>	<b>Initiation Date:</b> 11-21-2017					
	<b>Expiration Date:</b> 05-31-2028					
	<table> <tr> <td><b>NTE Amount:</b></td> <td><b>\$15,144,857.00</b></td> </tr> <tr> <td><b>Used Amount:</b></td> <td><b>\$6,374,890.47</b></td> </tr> </table>		<b>NTE Amount:</b>	<b>\$15,144,857.00</b>	<b>Used Amount:</b>	<b>\$6,374,890.47</b>
	<b>NTE Amount:</b>	<b>\$15,144,857.00</b>				
	<b>Used Amount:</b>	<b>\$6,374,890.47</b>				

<b>V E N D O R</b>	<b>TUCSON RECYCLING &amp; WASTE SERVICES</b>	<b>Contact:</b> TONY PEDROZA
	PO BOX 85968	<b>Phone:</b> 520-623-7300
	TUCSON AZ 85754	<b>Email:</b> trwstony@yahoo.com
		<b>Terms:</b> 0.00 %
		<b>Days:</b> 30

<b>Shipping Method:</b>
<b>Delivery Type:</b>
<b>FOB:</b>
<b>Modification Reason</b> This Amendment No. 03 exercises the five-year renewal option to extend the termination date to 05/31/2028, replaces Exhibit A: Scope of Services, Appendix A-1: Leased Landfill and Transfer Station Assets and Exhibit B: Payment Schedule in its entirety and increases the award amount by \$5,144,920.00 for a cumulative not-to-exceed contract amount of \$15,144,857.00. Attachment: Contract Amendment No. 03.

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



# MASTER AGREEMENT DETAILS

**PIMA COUNTY**

Master Agreement No: 13000000000000000513

MA Version: 7

Page: 2 of 2

Line	Description		
1	Landfill & Transfer Operations Service Contract Amt (Not-To-Exceed) 0.00	Service From	Service To
5	Landfill & Transfer Operations Monthly Fee Service Contract Amt (Not-To-Exceed) 61380.00	Service From	Service To

<p><b>Pima County Department of Environmental Quality</b></p> <p><b>Project: Outsourcing of Landfill &amp; Transfer Station Operations</b></p> <p><b>Contractor: Tucson Recycling &amp; Waste Services LLC</b></p> <p><b>Contract No.: MA-PO-13-513</b></p> <p><b>Contract Amendment No.: Three (03)</b></p>	<table border="1"> <tr> <td colspan="2" style="text-align: center;"><b>CONTRACT</b></td> </tr> <tr> <td><b>NO.</b></td> <td><u>MA-PO-13-513</u></td> </tr> <tr> <td><b>AMENDMENT NO.</b></td> <td><u>03</u></td> </tr> <tr> <td colspan="2"> <p>This number must appear on all invoices, correspondence and documents pertaining to this contract.</p> </td> </tr> </table>	<b>CONTRACT</b>		<b>NO.</b>	<u>MA-PO-13-513</u>	<b>AMENDMENT NO.</b>	<u>03</u>	<p>This number must appear on all invoices, correspondence and documents pertaining to this contract.</p>	
<b>CONTRACT</b>									
<b>NO.</b>	<u>MA-PO-13-513</u>								
<b>AMENDMENT NO.</b>	<u>03</u>								
<p>This number must appear on all invoices, correspondence and documents pertaining to this contract.</p>									

**Orig. Contract Term:** 06/01/2013 - 05/31/2023  
**Termination Date Prior Amendment:** 05/31/23  
**Termination Date This Amendment:** 05/31/28

**Orig. Amount:** \$7,694,737.00  
**Prior Amendments Amount:** \$2,305,200.00  
**This Amendment Amount:** \$5,144,920.00  
**Revised Total Amount:** \$15,144,857.00

**CONTRACT AMENDMENT**

The parties agree to amend the above-referenced contract as follows:

1. **Term.** The Contract terminates on 05/31/2028
2. **Maximum Payment Amount.** The maximum amount the County will spend under this Contract, as set forth in Article III- Compensation and Payment is increased by \$5,144,920.00. County's total payments to Contractor under this contract, including any sales taxes, will not exceed \$15,144,857.00.
3. **Scope of Services.** The parties have replaced the Scope of Services in its entirety with the attached **Exhibit A (AM03): Scope of Services (8 pages)**.
4. **Leased Landfill and Transfer Station Assets.** The parties have replaced the Leased Landfill and Transfer Station Assets in its entirety with the attached **Appendix A-1 (AM03): Leased Landfill and Transfer Station Assets (1 page)**.
5. **Payment Schedule.** The parties have replaced the Payment Schedule in its entirety with the attached **Exhibit B (AM03): Payment Schedule (1 page)**.

The effective date of this Amendment is November 21, 2017.

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

**PIMA COUNTY**

**CONTRACTOR**

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

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

\_\_\_\_\_  
Date

Larry D. Henk / Managing Member  
Printed Name and Title

10/26/2017  
Date

**ATTEST**

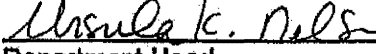
\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

**APPROVED AS TO CONTENT**

  
\_\_\_\_\_  
Tobin Rosen, Deputy County Attorney

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

10/25/17  
Date

10-26-17  
Date

## EXHIBIT A (AM03): SCOPE OF SERVICES

COUNTY hereby transfers/approves the operation of the following solid waste facilities (the "Facilities") to CONTRACTOR subject to the requirements of this Contract:

- a. Tangerine Landfill
- b. Sahuarita Landfill
- c. Sahuarita Transfer Station
- d. Ajo Landfill
- e. Ina Road Construction Debris Landfill
- f. Catalina Transfer Station
- g. Ryan Field Transfer Station
- h. Rural Collection Centers
  - a. Arivaca
  - b. Arivaca/Sasabee
- i. ABOP (Antifreeze/Batteries/Oil/Paint)
- j. Recycling
- k. Tire Collection

CONTRACTOR will operate all of the facilities in accordance with the requirements of the Contract. CONTRACTOR will follow the approved operating plan for each location. Specifically, with regard to the operation of each individual Facility, CONTRACTOR and COUNTY agree as follows:

### Tangerine Landfill

***The Tangerine Landfill formally closed in December 2016.***

COUNTY has compliance requirements for the landfill including post-closure maintenance and repair for 30 years until 2046. CONTRACTOR, at the direction of COUNTY, may periodically conduct landfill maintenance and repair activities, including those outlined in the Arizona Department of Environmental Quality (ADEQ) Master Facility Plan Approval (MFPA) 10007600.06/4.3(a) and the Code of Federal Regulations (CFR) 40 CFR 258.61 (a)(1) summarized as follows: Maintaining the integrity and effectiveness of the final cover, including making repairs to the cover as necessary to correct the effects of differential settlement, subsidence, erosion, or other events, and preventing run-on and run-off from eroding or otherwise damaging the final cover. Additionally, MFPA 10007600.06 / 4.3(e) summarized as follows: Maintaining in good repair all storm water control structures, internal roads, signs, fences, and any other structures required for monitoring activities and post-closure care of the closed landfill facility.

COUNTY maintains responsibility for ADEQ compliance activity including the monitoring/reporting of methane gas at the gas probes in accordance with MFPA 10007600.06 / 4.3.c. and 40 CFR Subpart C 258.23(b)(2) / 258.61(a)(4), groundwater monitoring/sampling/reporting in accordance with MFPA 10007600.06 / 3.7 and 40 CFR Subpart E 258.54 (b) / 258.61(a)(3), and MFPA 10007600.06 4.3(b) / 40 CFR 258.61(a)(2) summarized as follows: Maintaining and operating the landfill leachate collection system in accordance with the requirements of 40 CFR 258.40.



CONTRACTOR will submit a Scope of Work and cost estimate to COUNTY for approval prior to conducting any maintenance and repair. Upon acceptance, COUNTY will issue a Delivery Order (DO) to CONTRACTOR. When the work is completed and approved by the Solid Waste Division, CONTRACTOR will invoice COUNTY.

#### Sahuarita Landfill

##### ***The Sahuarita Landfill closed to the public in February 2016.***

The landfill has not formally closed. A minimum of seven thousand cubic yards (7000 cy) of capacity remains. Once COUNTY has removed the soil it requires from the current borrow area in the final cell, CONTRACTOR may accept inert material for disposal in the borrow pit until such time the borrow pit returns to original grade. Once the inert landfilling is complete, CONTRACTOR will leave the Sahuarita Landfill at the final grade and with adequate cover as prescribed by ADEQ for daily and intermediate cover.

CONTRACTOR will conduct storm water inspections as required in the approved storm water plan and will immediately conduct routine repair of any storm water erosion. No daylighting of waste may occur. COUNTY will maintain the water tank and pump including any associated electrical repairs. COUNTY maintains responsibility for repair and maintenance of all probes, wells, pumps and pumping systems.

COUNTY maintains responsibility for regulatory compliance activity including the monitoring and reporting of methane gas at the gas probes, groundwater sampling and reporting, and the maintenance and operation of the leachate collection system in accordance with all MFPA and CFR plans, guidelines, rules and regulations.

Following the approval of a Type III Modification by ADEQ, changing the Sahuarita Landfill operator from CONTRACTOR to COUNTY, the management and eventual closure of the Sahuarita Landfill will become the responsibility of COUNTY.

All landfill operations, maintenance and repair must be in accordance with all COUNTY, State and Federal regulatory agency guidelines, rules and regulations.

During such time CONTRACTOR is actively operating a transfer station on the Sahuarita Landfill Site, routine maintenance and repair of the site remains with CONTRACTOR. COUNTY will consider exceptions for major and/or extensive damage or failure on site including landfill slopes and storm water structures.

CONTRACTOR will submit a Scope of Work and cost estimate to COUNTY for approval prior to conducting any maintenance and repair. Upon acceptance, COUNTY will issue a Delivery Order (DO) to CONTRACTOR. When CONTRACTOR completes the work and COUNTY's Solid Waste Division has approved it, CONTRACTOR will invoice COUNTY.

#### Sahuarita Transfer Station

##### ***The Sahuarita Transfer Station opened in February 2016.***

CONTRACTOR constructed the transfer station with COUNTY approval. The Sahuarita Transfer Station, constructed on Pima County property, will become the property of COUNTY at the end of the Contract term.

CONTRACTOR, with COUNTY approval, relocated one scale from the landfill entry to the transfer station location to ensure that solid waste trucks do not exceed over-the-road weight limitations.

CONTRACTOR will ensure that any waste that it accepts at the transfer station will remain on site for no longer than forty-eight (48) hours. CONTRACTOR is responsible for transfer station compliance, maintenance and repair.

All transfer station operations, maintenance and repair must be in accordance with all COUNTY, State and Federal regulatory agency guidelines, rules and regulations.

#### Ajo Landfill

COUNTY operates the Ajo Landfill under a small arid landfill exemption as permitted by ADEQ.

CONTRACTOR is responsible for the landfill site and structure maintenance and repair. CONTRACTOR will conduct storm water inspections as required in the approved storm water plan and will immediately repair any storm water erosion. No daylighting of waste may occur. The Ajo Landfill has no utilities on site. CONTRACTOR is responsible for maintaining compliance with landfill dust control requirements.

COUNTY maintains responsibility for regulatory compliance activity including the monitoring and reporting of methane gas at the gas probes in accordance with all MFPA and CFR plans, guidelines, rules and regulations. COUNTY is responsible for repair and maintenance of all gas probes required for compliance purposes.

CONTRACTOR accesses landfill daily cover from an onsite borrow pit with limited available soil remaining. COUNTY may enter into an agreement with Freeport Minerals Corporation, granting access by CONTRACTOR to Freeport owned land adjacent to the landfill for the sole purpose of accessing daily landfill cover soil and eventual landfill closure cover. Regardless of whether County enters into such an agreement, CONTRACTOR remains responsible for ensuring proper cover at the landfill.

All landfill operations, maintenance and repair must be in accordance with all COUNTY, State and Federal regulatory agency guidelines, rules and regulations.

#### Ina Road Construction Debris Landfill

The Ina Road Construction Debris Landfill closed to the public in July 2010.

At the request of COUNTY, CONTRACTOR will conduct occasional landfill maintenance and repair at this site. Such work may include maintaining storm water control structures and side slope and cover maintenance.

CONTRACTOR will submit a Scope of Work and cost estimate to COUNTY for approval prior to conducting any maintenance and repair. Upon acceptance, COUNTY will issue a Delivery Order (DO) to CONTRACTOR. When CONTRACTOR completes the work and COUNTY's Solid Waste Division has approved it, CONTRACTOR will invoice COUNTY.

#### Catalina Transfer Station

CONTRACTOR, with the approval of COUNTY and at the CONTRACTOR'S cost, modified the process for waste received by removing the compactor unit from the pit to implement a top

loading method of waste to trailers for transport to a landfill. This process expanded the acceptance of additional waste permitted for disposal by residents and businesses. CONTRACTOR will ensure that any waste that it accepts at the transfer station will remain on site for no longer than forty-eight (48) hours.

CONTRACTOR is responsible for routine maintenance of transfer station structures and site, including the building roll up doors. COUNTY will maintain structural integrity of the transfer station building excluding damage caused by CONTRACTOR. Should damage occur, COUNTY must approve CONTRACTOR's repair plan or COUNTY may choose to make any necessary repairs and bill CONTRACTOR.

COUNTY is responsible for the testing, maintenance and repair of the fire suppression system, pumps and wells.

All transfer station operations, maintenance and repair must be in accordance with all COUNTY, State and Federal regulatory agency guidelines, rules and regulations.

#### Ryan Field Transfer Station

COUNTY maintains the Ryan Field Transfer Station on land leased from the Tucson Airport Authority. COUNTY will use reasonable efforts to renew the lease set to expire in January 2025 for as long as the Ryan Field Transfer Station operates under this Contract on substantially the same terms as in effect during such lease's most recent term. If COUNTY is unable, for any reason, to continue the lease of land following the expiration or termination of said lease, CONTRACTOR will no longer be required to operate or provide other services at the Ryan Field Transfer Station, including recycling, ABOP and tire collection.

CONTRACTOR must continue to maintain a roll off waste service for the Tucson Airport Authority at the Ryan Field Transfer Station, or the Ryan Airfield, as consideration to the Tucson Airport Authority under such lease, at CONTRACTOR'S cost.

CONTRACTOR is responsible for routine maintenance of transfer station structures and site, including the building sliding barn doors and/or vehicle entry doors and/or roll up door. COUNTY will maintain structural integrity of the transfer station building excluding damage caused by CONTRACTOR. Should damage occur, COUNTY must approve CONTRACTOR's repair plan or COUNTY may choose to make any necessary repairs and bill CONTRACTOR.

COUNTY is responsible for the testing, maintenance and repair of the fire suppression system. COUNTY is responsible for testing and submitting the annual Backflow Prevention Assembly Test & Maintenance Report to the City of Tucson. CONTRACTOR must forward the compliance form to COUNTY when CONTRACTOR receives it.

All transfer station operations, maintenance and repair must be in accordance with all COUNTY, State and Federal regulatory agency guidelines, rules and regulations.

#### Rural Collection Sites

CONTRACTOR will continue to operate the Rural Collection Sites at Arivaca and Sasabe/Arivaca Junction. CONTRACTOR is responsible for the disposal of all waste collected at the Rural Collection Sites at an appropriate location, as reasonably determined by CONTRACTOR, and will maintain the sites in a clean and safe manner. CONTRACTOR is responsible for site maintenance and repair.

Rural Collection sites are designated fenced in areas accessible at all hours. Rural Collection Centers do not provide recycling or ABOP facilities and are for the sole use of the local residents only for the disposal of their household waste.

COUNTY is responsible for the payment of the Arivaca lease. The current lease expires June 2022. CONTRACTOR is only responsible for the operation of the Rural Collection Sites during the time that COUNTY has sites established at or near the current locations.

All Rural Collection Site operations, maintenance and repair must be in accordance with all COUNTY, State and Federal regulatory agency guidelines, rules and regulations.

#### ABOP AND Recycling

CONTRACTOR will maintain any ABOP and recycling facilities currently established wherever feasible to do so, as CONTRACTOR determines in its reasonable discretion.

#### Tire Collection

CONTRACTOR will place two COUNTY roll off bins for tire collection at the Catalina, Ryan and Sahuarita Transfer Stations where COUNTY residents may dispose of not more than five (5) passenger tires per year at no cost. CONTRACTOR will transport the full roll off bins, at CONTRACTOR'S cost, with a completed tire manifest form, to the Pima COUNTY Waste Tire Collection Site to dispose of the tires. CONTRACTOR is not responsible for disposal fees, if any, for tires collected at COUNTY's facilities. The Pima COUNTY Waste Tire Collection Site is currently located at 5301 W Ina Road, the temporarily closed Pima COUNTY Ina Road Landfill.

CONTRACTOR will place two COUNTY roll off bins for residential and commercial passenger tire disposal at the Ajo Landfill. There will be no charge to residents or businesses. CONTRACTOR's employees will require that residents with more than five tires and all commercial entities fully complete a tire manifest form. CONTRACTOR is responsible for returning the manifests to COUNTY. CONTRACTOR is not responsible for transport of full roll off bins to the Pima COUNTY Waste Tire Collection Site.

#### Illegal Dumping Remediation Project

CONTRACTOR will provide COUNTY, at no charge to COUNTY, one COUNTY forty (40) cubic yard roll off per month, including delivery, pickup and disposal of waste, at locations within Pima COUNTY as COUNTY requests from time to time for the operation by the Pima COUNTY Department of Environmental Quality of its Illegal Dumping Remediation Project. COUNTY may also deposit transient waste collected by the Wildcat Dump Inspector during routine inspections throughout the COUNTY at the closest Transfer Station at no cost.

#### Financial Hardship Fee Program

CONTRACTOR will continue to honor the low-income discount fee program as currently in effect. COUNTY will continue to complete the screening for discount applicants and provide a list of approved names for the discount program to the CONTRACTOR.

#### All Landfills, Transfer Stations and Rural Collection Sites

CONTRACTOR's brochure with approved days and hours of operation, acceptable waste, recycling, ABOP services and waste disposal fees is an attachment to this Contract.

CONTRACTOR's brochures are to contain current information at all times and must be available to the public at all COUNTY sites operated by CONTRACTOR. The information in the brochure is also to be accessible to the public on the internet. CONTRACTOR must submit a request to COUNTY to change any of the existing services. COUNTY must approve all changes.

CONTRACTOR will operate the Facilities in such a manner as to ensure that no noticeable litter is present at or adjacent to any of the sites. COUNTY reserves the right to oversee CONTRACTOR'S operations ensuring operation and maintenance are in compliance with the contract.

CONTRACTOR will retain all compliance records and data for submittal to COUNTY. COUNTY will retain all records for storage according to the Pima COUNTY Retention Schedule and Board of Supervisors Policy Number C 4.2. The data includes operational information on waste types and materials landfilled, customers, revenues and ADEQ inspections. CONTRACTOR will submit to COUNTY the renewed bond and insurance requirements documents annually prior to the expiration dates.

CONTRACTOR will operate all of the Facilities in accordance with all applicable federal, state and local laws, rules, statutes or ordinances now in existence or hereafter adopted. Any violation of any law, including without limitation any environmental law or regulation resulting from CONTRACTOR'S operation of the Facilities is the sole responsibility of CONTRACTOR. CONTRACTOR specifically indemnifies and holds COUNTY harmless for any and all such violations.

CONTRACTOR will follow all existing operational plans submitted by CONTRACTOR to COUNTY in conjunction with the operation of the Facilities. If CONTRACTOR desires to change operations at any of the Facilities, CONTRACTOR will submit a revised proposed operating plan to COUNTY for approval in advance of any modification of operations. CONTRACTOR may make any change to its operations at any Facility to the extent required for compliance with any applicable federal, state or local law, rule statute or ordinance now in existence or hereafter adopted without COUNTY approval. CONTRACTOR will provide COUNTY with prompt notice of any such change.

CONTRACTOR will submit a Scope of Work and cost estimate to COUNTY for approval prior to conducting any maintenance and repair. Upon acceptance, COUNTY will issue a Delivery Order (DO) to CONTRACTOR. When CONTRACTOR completes the work and COUNTY's Solid Waste Division has approved it, CONTRACTOR will invoice COUNTY.

#### Facility Operational and Entry Fees

CONTRACTOR will charge Landfill and Transfer Station facility entry fees according to the fee schedule approved by COUNTY Board of Supervisors at the time of entry to the facility. CONTRACTOR will uniformly apply any Pima COUNTY Code or Ordinance that includes Landfill or Transfer Station information or directives at all COUNTY facilities that CONTRACTOR operates. CONTRACTOR may submit to COUNTY written proposals for the changes of established fees. COUNTY will consider any such proposal in good faith will provide CONTRACTOR with reasons for modifying or rejecting such a proposal.

CONTRACTOR is responsible for the payment of all facility operational fees including utilities, ADEQ registrations, waste disposal fees and plan reviews unless otherwise specified herein.

COUNTY is responsible for payment of the Ryan Field Transfer Station and Arivaca leases, fire suppression inspections and associated fire alarm phone lines, ADEQ annual stormwater permit fees, Landfill and Transfer Station tire registration fees and other specific items as stated in the Contract.

Lease of Assets

COUNTY will retain its ownership of all solid waste equipment and other assets at any landfill sites and all transfer station equipment and other assets, and may dispose of such equipment and other assets in accordance with COUNTY policies. CONTRACTOR will obtain and maintain at its sole cost and expense any and all equipment necessary to conduct operations at the landfill sites under this Contract.

Weigh scales at the landfill sites will remain in place or be relocated within the property with COUNTY'S approval. CONTRACTOR is solely responsible for all maintenance and repair of the scales during the term of this Contract. CONTRACTOR is to maintain compliance with all applicable statutes, rules and substantive policies incorporated by the Arizona Department of Weights and Measures relative to all scales in use at the landfill and transfer stations operated by CONTRACTOR. Ownership of the scales remains with COUNTY.

COUNTY hereby grants to CONTRACTOR the right to utilize landfill and transfer station heavy equipment assets specified in Appendix A-1 attached hereto for the term of this Contract (including any renewal term hereof), and CONTRACTOR is solely responsible, at its sole cost, for any maintenance and repairs associated with such equipment assets. Upon the expiration or earlier termination of this Contract, CONTRACTOR will return possession of the equipment assets to COUNTY (at the same locations at which such equipment is operated) in good operating condition, ordinary wear and tear excepted. With respect to heavy equipment in the assets, CONTRACTOR will cause such equipment to be maintained by a certified or otherwise qualified third-party heavy equipment maintenance company. CONTRACTOR will maintain records and reports of preventative maintenance and repair work on the assets and will provide copies of such records and reports to the COUNTY upon request.

CONTRACTOR will not relocate any of the equipment assets between landfill or transfer station sites without notice and consent of COUNTY.

CONTRACTOR will return any equipment assets that CONTRACTOR no longer requires for the conduct of operations at any landfill or transfer station site to COUNTY. CONTRACTOR will notify COUNTY in writing of such return to allow COUNTY to retrieve the unused equipment asset. Once CONTRACTOR has given such notice to COUNTY, CONTRACTOR will have no further obligation to maintain or repair the equipment asset that is the subject of such notice, other than as necessary to return such equipment asset to COUNTY in good operating condition, ordinary wear and tear expected.

COUNTY does not own any equipment or other assets associated with the operation of the Rural Collection Sites.

Transition Provisions

For the six (6) month period prior to the expiration of this Contract pursuant to Article 1 hereof, CONTRACTOR will participate in a coordination team as directed by COUNTY to ensure orderly transition of the services to be provided under this Contract to a new CONTRACTOR or to COUNTY.

In the event of the expiration or earlier termination of the Contract for any reason, CONTRACTOR will assign to COUNTY or to a new CONTRACTOR selected by COUNTY all of CONTRACTOR'S rights under any and all third party agreements between CONTRACTOR and other parties for landfill disposal of solid waste from any of the Facilities (other than CONTRACTOR'S right to payment for amounts due to CONTRACTOR under such agreements for any period preceding the effective date of such assignment), and COUNTY will concurrently assume or cause such new CONTRACTOR to assume all of CONTRACTOR'S obligations under such agreements on a going-forward basis.

**End of Exhibit A (AM03): Scope of Services**

**Appendix A-1 (AM03): Leased Landfill and Transfer Station Assets**

<b>LEASED HEAVY EQUIPMENT ASSETS</b>				
<b>Lic.</b>	<b>Equip.I.D</b>	<b>Make/Model/ Mfg.</b>	<b>Yr</b>	<b>Loc.</b>
<i><b>Ajo</b></i>				
D3W	84272	Cat Dozer D7	93	Ajo
DC3W	73015	Cat Compactor/Dozer	89	Ajo
LD-29	97984	JD 624H Loader	00	Ajo
G165CX	98041	Sterling Dump Truck	01	Ajo
G443DD	101047	Sterling Water Truck	02	Ajo
<i><b>Catalina</b></i>				
LH-8	62289	Ford Loader/Backhoe	88	Cat
G-613FD	61867	Int'l Tractor Truck	88	Cat
G467CE	56105	Int'l Tractor Truck	84	Cat
BC-1	87291	Case Loader/Skidsteer	96	Cat
<i><b>Sahuarita</b></i>				
G828DR	103764	Sterling Water Truck	03	Sah
LD-31	107517	Cat Loader	05	Sah
D20	71020	Cat Dozer D9	88	Sah
SC03W	122463	Cat Scraper	08	Sah
G496DT	107570	K-Pac Pup Trailer	05	

**End of Appendix A-1 (AM03): Leased Landfill and Transfer Station Assets**



**EXHIBIT B (AM03): PAYMENT SCHEDULE**

COUNTY shall pay CONTRACTOR an annual fee of \$736,560, payable in 12 equal monthly payments of \$61,380. Invoice is to be submitted first day of month of service payable in 30 days.

Refer to ARTICLE III – COMPENSATION AND PAYMENT paragraph two of this contract for the requirements when requesting a price increase.

**End of Exhibit B (AM03): Payment Schedule**