

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

Requested Board Meeting Date: 11/12/2013

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

Amendment of Award: MA-PO-1300000000000000513, Amendment #01, Tucson Recycling & Waste Services, LLC, to provide Outsourcing of Landfill & Transfer Station Operations, to delete the scrutinized business operations requirement; to delete the responsibility for operating Pima County waste tire collection facilities including the charging of applicable fees, control and payment to Pima County; to delete one vehicle from leased assets. Funding Source: Solid Waste Special Revenue Funds and Waste Tire Program Funds Administering Department: Environmental Quality.

### **BACKGROUND**

The contract was initially awarded by the Board of Supervisors on 05/14/2013 in the award amount of \$7,694,737.00 for a ten-year term and included three five-year renewal periods. The current annual award amount is \$769,473.70. Historical requirements and expenditures average about \$81,600.00 per month, and as of 10/24/2013 the contract has an unused contract amount of \$7,368,360.35.

If the requested action is approved the resulting annual award amount will remain unchanged at \$769,473.70 as the expenses for the deleted services were not included in the initial contract award amount.

The deleted services will be performed by another County Supplier, CRM Inc.; an amendment to include the services in their contract is being processed simultaneously with this amendment.

The contract amendment is required to 1) Remove scrutinized business operations requirement subsequent to notice from the Pima County Attorney that state statutes no longer require this clause; 2) Delete services to operate Pima County's waste tire collection facilities, collection and payment of associated fees to Pima County; those services are being transferred to another County supplier, CRM, Inc. ; 3) Delete one vehicle from leased assets; the vehicle is not needed and is being returned to Pima County.

There will be no net effect on the County's funds. These operations are funded by State fees and revenues collected by retailers involving the sale of new tires and environmental disposal fees to dispose of used tires(Waste Tire Program).

Effective Date:	11/12/2013
New Termination Date:	N/A
Original Contract Amount:	\$7,694,737.00
Prior Amendment Amounts:	N/A
This Amendment Amount:	\$ 0.00
Revised Contract Amount:	\$7,694,737.00

Contract Officer: Nina Schatz, 740-8719, Procurement Department

Payment System: AMS

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

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

**PIMA COUNTY DEPARTMENT OF ENVIRONMENTAL  
QUALITY**

**PROJECT:** Outsourcing of Landfill & Transfer Station  
Operations

**CONTRACTOR:** Tucson Recycling & Waste Services, LLC

**CONTRACT NO.:** MA-PO-13000000000000000513

**CONTRACT AMENDMENT NO.:** One (01)

**CONTRACT**

NO. MA-PO-13000000000000000513

AMENDMENT NO. 01

This number must appear on all  
invoices, correspondence and  
documents pertaining to this  
contract.

**ORIG. CONTRACT TERM:** 06/01/13 – 05/31/2023

**TERMINATION DATE PRIOR AMENDMENT:** N/A

**TERMINATION THIS AMENDMENT:** 05/31/2023

**ORIG. CONTRACT AMOUNT:** \$7,694,737.00

**PRIOR AMENDMENTS:** N/A

**AMOUNT THIS AMENDMENT:** \$ 0.00

**REVISED CONTRACT AMOUNT:** \$7,694,737.00

**CONTRACT AMENDMENT**

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

WHEREAS, CONTRACTOR and COUNTY, pursuant to Article II – Scope of Services, have agreed to remove operation of the waste tire collection facilities from the Exhibit A (Scope of Services) but CONTRACTOR shall maintain waster tire collection and ship to the COUNTY at no cost to a facility designated by the COUNTY; and

WHEREAS, CONTRACTOR and COUNTY, pursuant to Article III – Compensation and Payment, have agreed to remove payment of waste tire collection revenue to the County; and

WHEREAS, CONTRACTOR and COUNTY, have agreed to remove Article XXII – Scrutinized Business Operations requirement; and

WHEREAS, CONTRACTOR and COUNTY, pursuant to Appendix A-1 – Leased Landfill and Transfer Station Assets (Vehicles, Machinery and Other Assets), have agreed to remove Line #28 from the list. This item is returned to the COUNTY; and

WHEREAS, CONTRACTOR and COUNTY, pursuant to Exhibit B – Payment Schedule, have agreed to remove Part 2 – Waste Tire Program Management Fee from the Contract.

NOW, THEREFORE, it is agreed as follows:

**DELETE:** ARTICLE III-COMPENSATION AND PAYMENT last paragraph in its entirety.

Last Paragraph:

"Any revenue collected by CONTRACTOR in respect of fees or other charges for the disposal of tires at any Facility referred to in Exhibit A will be for the sole account of COUNTY, and CONTRACTOR will pay all such revenues to COUNTY within thirty (30) days after the end of each calendar month in which such revenues are collected by CONTRACTOR."

**DELETE:** Delete ARTICLE XXII – SCRUTINIZED BUSINESS OPERATIONS in its entirety.

**CHANGE:** Remove EXHIBIT A – SCOPE OF SERVICES in its entirety and replace with EXHIBIT A (AM01) SCOPE OF SERVICES and attached.

**CHANGE:** Remove APPENDIX A-1 – LEASED LANDFILL AND TRANSFER SATION ASSETS in its entirety and replace with APPENDIX A-1 (AM01) – LEASED LANDFILL AND TRANSFER SATION ASSETS and attached.

**CHANGE:** Remove EXHIBIT B: PAYMENT SCHEUDLE in its entirety and replace with EXHIBIT B (AM01): PAYMENT SCHEUDLE.

The effective date of this Amendment shall be November 12, 2013.

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.

**PIMA COUNTY**

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

\_\_\_\_\_  
Date

**CONTRACTOR**

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

Larry D. Henk  
\_\_\_\_\_  
Printed Name and Title

10/28/2013  
\_\_\_\_\_  
Date

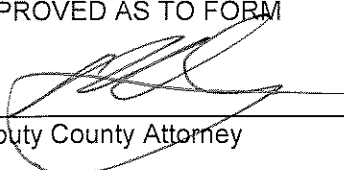
**ATTEST**

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

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

**MARC NATELSKY**

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

\_\_\_\_\_  
Printed Name

10/25/13  
\_\_\_\_\_  
Date

## **EXHIBIT A: SCOPE OF SERVICES**

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

- a. Tangerine Landfill
- b. Sahuarita Landfill
- c. Ajo Landfill
- d. Catalina Transfer Station
- e. Ryan Field Transfer Station
- f. Rural Collection Centers
- g. ABOP (antifreeze, batteries, oil and paint) Facilities
- h. Recycling Facilities

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**

Tangerine Landfill shall remain open to the public for business on Mondays through Saturdays from the hours of 7:30 am to 3:00 pm or as otherwise agreed in the Tangerine Landfill operating plan. Tangerine Landfill shall accept non-hazardous and non-liquid items including household waste, green waste, construction debris, furniture and carpet, manure and livestock waste, and inert material such as dirt, rock, concrete and bricks, scrap metal, mixed stream recycling and appliances as well as contain an ABOP Facility that will be serviced free of charge by the City of Tucson under its Household Hazardous Waste Program (or any successor program) and a waste tire collection facility.

At such time as the remaining available airspace less seven thousand (7,000) cubic yards of capacity is utilized within the Tangerine Landfill, daily public operations at the Tangerine Landfill (including the ABOP Facility) will cease. Upon cessation of daily operations, the operation, management and eventual closure of the Tangerine Landfill shall become the responsibility of the County, provided that the CONTRACTOR shall leave the Tangerine Landfill at the final grade and with adequate cover as prescribed by the Arizona Department of Environmental Quality for daily and intermediate cover. Within thirty (30) days after CONTRACTOR'S receipt of written notice of the approval of this Contract by County, CONTRACTOR shall cause its survey contractor to commence work on performing an aerial survey of the site to determine the exact remaining capacity, set control points to assure proper elevations on final grades, and stake off the 7000 cubic yards of airspace. Promptly following the completion of such survey work and receipt of the surveyor's report, CONTRACTOR shall provide completed aerial survey results and engineer's airspace calculations to COUNTY.

COUNTY shall continue monitoring of perimeter gas probes, groundwater, and maintenance and operation of the leachate collection system. CONTRACTOR shall provide COUNTY access to the Tangerine Landfill for the development and operation of a gas-to-energy system or other alternative energy systems. CONTRACTOR shall be responsible for all additional record keeping and compliance activities. CONTRACTOR shall conduct stormwater inspections as required in any approved stormwater plan and shall immediately repair any stormwater erosion. No daylighting of waste shall occur.

During the initial term of this Contract, CONTRACTOR shall arrange for the Marana Regional Landfill to make available to COUNTY, free of charge, suitable cover material for use as capping at the Tangerine Landfill as described in the Tangerine Landfill closure plan. To the extent COUNTY obtains such cover material in coordination with Marana Regional Landfill cell excavation activity, such cover material will be loaded into COUNTY's transport trucks free of charge. To the extent COUNTY elects to obtain such cover material at times when there is no ongoing cell excavation at the Marana Regional Landfill, the cost of loading such cover material into COUNTY's transport trucks shall be borne by COUNTY. Such cost shall be determined by agreement of COUNTY and the Marana Regional Landfill. Part 3 of Exhibit B attached hereto contains a firm price commitment of CONTRACTOR for transportation of cover material by CONTRACTOR from the Marana Regional Landfill to the Tangerine Landfill if COUNTY elects to use CONTRACTOR to

transport such cover material. The execution by COUNTY and CONTRACTOR of this Contract does not bind COUNTY to use, or CONTRACTOR to provide, such transportation.

#### Sahuarita Landfill

Sahuarita Landfill shall remain open to the public for business on Monday through Saturday from the hours of 7:30 am to 3:00 pm or as otherwise agreed in the Sahuarita Landfill operating plan. Sahuarita Landfill shall accept non-hazardous and non-liquid items including household waste, green waste, construction debris, furniture and carpet, manure and livestock waste, and inert material such as dirt, rock, concrete and bricks, scrap metal, mixed stream recycling and appliances as well as contain an ABOP Facility that will be serviced free of charge by the City of Tucson under its Household Hazardous Waste Program (or any successor program). While the Sahuarita Landfill is operational CONTRACTOR shall also accept dried biosolids from the Town of Sahuarita Wastewater Treatment Plant at no charge.

At such time as the remaining available airspace of the currently constructed cell less seven thousand (7,000) cubic yards of capacity is utilized within the Sahuarita Landfill, CONTRACTOR shall construct and operate a transfer station at the site at the Sahuarita Landfill. Such transfer station shall commence operations at the time the Sahuarita Landfill ceases to accept waste from the public. CONTRACTOR shall ensure that any waste accepted at the transfer station shall remain on site for no longer than forty eight (48) hours. Any facilities constructed on Pima COUNTY property shall become the property of COUNTY at the end of the Contract term. Within thirty (30) days after CONTRACTOR'S receipt of written notice of the approval of this Contract by County, CONTRACTOR shall cause its survey contractor to commence work on performing an aerial survey of the site to determine the exact remaining capacity, set control points to assure proper elevations on final grades, and stake off the 7000 cubic yards of airspace. Promptly following the completion of such survey work and receipt of the surveyor's report, CONTRACTOR shall provide completed aerial survey results and engineer's airspace calculations to COUNTY

CONTRACTOR will be accepting municipal waste from Pima County as well as out of county waste from Santa Cruz County. After COUNTY has removed soils it requires from the current borrow area in the final cell, CONTRACTOR will accept inert material for disposal in that pit to ultimately fill the borrow area back to original grade.

Once available airspace of the currently constructed cell less 7,000 cubic yards of COUNTY capacity is reached, the operation, management and eventual closure of the Sahuarita Landfill shall become the responsibility of COUNTY. CONTRACTOR shall leave the Sahuarita Landfill at the final grade and with adequate cover as prescribed by the Arizona Department of Environmental Quality for daily and intermediate cover.

COUNTY shall continue monitoring of perimeter gas probes, groundwater, and maintenance and operation of the leachate collection system. CONTRACTOR shall provide COUNTY access to the Sahuarita Landfill as needed for the conduct of COUNTY business. CONTRACTOR shall be responsible for all additional record keeping and compliance activities. CONTRACTOR shall conduct stormwater inspections as required in any approved stormwater plan and shall immediately repair any stormwater erosion. No daylighting of waste shall occur.

#### Ajo Landfill

COUNTY operates the Ajo Landfill under a small arid landfill exception as permitted by the Arizona Department of Environmental Quality. The Ajo landfill operates five (5) days per week, eight (8) hours per day. CONTRACTOR may reduce the hours or days of operation or propose a plan for alternative revenue generation or the use of an alternative operating scenario to address operating costs, but CONTRACTOR must maintain an operational municipal waste facility in Ajo. COUNTY shall have sole approval of any proposal by CONTRACTOR to adjust hours or days or location of operation or landfill fees. CONTRACTOR shall continue operation of a facility that accepts used motor oil for recycling in the same manner as such facility has been operated immediately prior to CONTRACTOR's entry into this Contract and a bin for waste tire collections either at the existing Ajo Landfill or at any approved alternative site. COUNTY's tire CONTRACTOR will collect any waste tires from the location.

CONTRACTOR shall install and operate a stationary compactor at a County-owned facility near the Ajo Landfill. This facility will only be available to COUNTY residents and will accept all materials that can be legally accepted as permitted by the Arizona Department of Environmental Quality and COUNTY, unless any such material is deemed in the sole discretion of CONTRACTOR, based on its type, quantity or size to have the potential of damaging such compactor, in which event CONTRACTOR shall provide alternative disposal options for such materials.

Such compactor shall be provided by COUNTY through its relocation of the Catalina Transfer Station compactor. CONTRACTOR shall be responsible, at its sole cost, for installation and maintenance of utility connections necessary for CONTRACTOR to operate such compactor in compliance with applicable laws and for any other upgrade or infrastructure work to be performed at the Ajo Landfill to permit the proper installation and operation of such compactor.

CONTRACTOR and COUNTY shall use reasonable efforts to jointly identify an alternate location to be owned or leased by COUNTY at which CONTRACTOR shall construct (at its cost) and operate a municipal solid waste transfer station based on CONTRACTOR's recommended design. Upon commencement of operation of such transfer station, (a) CONTRACTOR shall thereafter operate the Ajo Landfill only on a limited, as-needed basis to accept municipal waste that is not otherwise accepted at such transfer station, and (b) the annual service fee specified in Part 1 of Exhibit A hereof shall be reduced by \$75,000 (prorated for any partial year), such reduction to be effective as of the date of commencement of operation of such transfer station.

CONTRACTOR shall operate the Ajo transfer station Monday through Friday from 8:00 a.m. to 4:00 p.m. and Saturday from 8:00 a.m. to 12:00 p.m. (noon). CONTRACTOR shall provide mixed stream recycling at the Ajo transfer station, in addition to accepting used motor oil. The Ajo transfer station shall be operated to prevent the escape of odors outside the transfer station property and to ensure litter and vector control.

#### Catalina Transfer Station

CONTRACTOR shall continue to operate the Catalina Transfer Station at a minimum on Thursday to Saturday from the hours of 7:30 am to 3:00 pm unless otherwise agreed upon by CONTRACTOR and COUNTY. At a minimum, the Catalina Transfer Station shall accept bagged household waste, green waste from February through July, mixed stream recycling and scrap metal. COUNTY residents may also deliver to the Catalina Transfer Station not more than five (5) tires each per year, which tires will be transported by CONTRACTOR to the COUNTY'S waste tire collection facility at no cost. CONTRACTOR shall continue the operation of an ABOP facility at the Catalina Transfer Station (which will be serviced free of charge by the City of Tucson under its Household Hazardous Waste Program, or any successor program). CONTRACTOR may expand the scope of services, including hours and materials accepted, upon at least 30-days' written notification to COUNTY; however, any such expansion in scope shall remain compliant with environmental regulations. CONTRACTOR may modify the facility to remove the compactor unit from the pit, and acquire additional equipment necessary to implement a top loading method of loading the waste into trailers at CONTRACTOR'S expense.

#### Ryan Field Transfer Station

COUNTY maintains the Ryan Field Transfer Station on leased land from the Tucson Airport Authority. COUNTY will use reasonable efforts to cause such lease to be renewed for as long as the Ryan Field Transfer Station is to be operated under this Contract on substantially the same terms as in effect during such lease's most recent term. CONTRACTOR shall continue to maintain a roll-off waste service for the Tucson Airport Authority at the Ryan Field Transfer Station as consideration to the Tucson Airport Authority under such lease. At a minimum, CONTRACTOR shall continue to operate the Ryan Field Transfer Station on Thursday to Saturday from the hours of 7:30 am to 3:00 pm. At a minimum, the Ryan Field Transfer Station shall accept bagged household waste, mixed stream recycling and scrap metal. COUNTY residents may also deliver to the Ryan Field Transfer Station not more than five (5) tires each per year, which tires will be transported by CONTRACTOR to the COUNTY'S waste tire collection facility at no cost. CONTRACTOR shall continue the operation of an ABOP facility at the Ryan Field Transfer Station (which will be serviced free of charge by the City of Tucson under its Household Hazardous Waste Program, or any successor program). If COUNTY is unable, for any reason, to continue its lease of land from the Tucson Airport

Authority at which the Ryan Field Transfer Station is located, then after the expiration or termination of such lease, CONTRACTOR shall no longer be required to operate the Ryan Field Transfer Station (including the ABOP facility located thereat).

#### Rural Collection Sites

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

CONTRACTOR shall 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 shall be the sole responsibility of CONTRACTOR and CONTRACTOR specifically indemnifies and holds COUNTY harmless for any and all such violations.

CONTRACTOR may elect, but is not required, to hire any currently employed COUNTY employee working at any of the Facilities as an employee of CONTRACTOR. Any COUNTY employee at any of the Facilities who is not hired by the CONTRACTOR shall be reassigned within COUNTY employment system.

CONTRACTOR shall maintain any recycling facilities existing at any of the Facilities wherever feasible to do so, as determined in the reasonable discretion of CONTRACTOR.

CONTRACTOR shall 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 shall submit a revised proposed operating plan to COUNTY for approval in advance of any modification of operations; provided, however, that CONTRACTOR may, without COUNTY approval, 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. CONTRACTOR shall provide COUNTY with prompt notice of any such change.

CONTRACTOR shall operate the Facilities in such a manner as to ensure that no noticeable litter is present at or adjacent to any of the sites. In the event COUNTY receives complaints from adjoining property owners or residents regarding any of CONTRACTOR's operations at any Facility, COUNTY reserves the right to oversee CONTRACTOR's operations and ensure that Facilities are properly maintained and operated. CONTRACTOR shall contract with Beacon Group (subject to Beacon Group's agreement) for litter control activities, unless an alternate contractor is approved by COUNTY.

#### Lease of Assets

COUNTY shall retain its ownership of all solid waste equipment and other assets at any of the landfill sites and all transfer station equipment and other assets, and may dispose of such equipment and other assets, other than the assets leased by COUNTY to CONTRACTOR as specified in Appendix A-1 attached hereto, in accordance with COUNTY policies. CONTRACTOR shall obtain and maintain at its sole cost and expense any and all equipment necessary to conduct operations at the landfill sites under this Contract. Any scales existing at the landfill sites shall remain in place and may be used by CONTRACTOR. CONTRACTOR shall be solely responsible for any maintenance or repair of the scales during the term of this Contract. Ownership of the scales shall remain with COUNTY.

In partial consideration of CONTRACTOR's covenants and agreements contained herein (but for no additional amount payable by CONTRACTOR to COUNTY), COUNTY hereby leases to CONTRACTOR the landfill and transfer station assets specified in Appendix A-1 attached hereto for the term of this Contract (including any renewal term hereof), and CONTRACTOR shall be solely responsible, at its sole cost, for any maintenance and repairs associated with such assets, ordinary wear and tear excepted. Upon the expiration or earlier termination of this Contract, CONTRACTOR shall return possession of such leased 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 included in the leased assets, CONTRACTOR

shall cause such equipment to be maintained by a certified or otherwise qualified third-party heavy equipment maintenance company. CONTRACTOR shall maintain records and reports of preventative maintenance and repair work on the leased assets and shall provide copies of such records and reports to COUNTY upon its request.

CONTRACTOR shall not relocate any of the leased assets between landfill or transfer station sites without the prior written consent of COUNTY.

If and when any leased asset is no longer required by CONTRACTOR for the conduct of operations at any landfill or transfer station site, CONTRACTOR shall notify COUNTY in writing of such so that COUNTY may retrieve such asset. Once CONTRACTOR has given any such notice to COUNTY, CONTRACTOR shall have no further obligation to maintain or repair the asset that is the subject of such notice, other than as necessary to return such asset to COUNTY in good operating condition, ordinary wear and tear excepted.

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

CONTRACTOR shall submit all regulatory fees for the operation of the Facilities to the State or COUNTY.

CONTRACTOR shall 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.

#### Facility Entry Fees

CONTRACTOR shall implement the fee schedule specified in the attached Exhibit D (Facility Entry Fees) as the fees that CONTRACTOR will charge for access to and use of the landfills covered hereby. Subject to any change approved by COUNTY and CONTRACTOR in writing, such Facility Entry Fees shall be effective during the term of this Contract. During the initial term of this Contract, CONTRACTOR may submit to COUNTY one or more written proposals for the increase of some or all of the Facility Entry Fees. Any such proposal shall be considered by COUNTY in good faith and not unreasonably denied.

#### Illegal Dumping Remediation Project

CONTRACTOR shall provide COUNTY, at no charge to COUNTY, one 40-cubic yard roll-off container per month (including container delivery and pick-up and disposal of container contents) at locations within Pima County as requested from time to time by COUNTY for the operation by the Pima County Department of Environmental Quality of its Illegal Dumping Remediation Project.

#### Transition Provisions

For the six month period prior to the expiration of this Contract pursuant to Article I hereof, CONTRACTOR shall 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 this Contract for any reason, CONTRACTOR shall 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 shall 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 (AM01)**

**APPENDIX A-1 (AM01)**

**LEASED LANDFILL AND TRANSFER STATION ASSETS**

**Computer Equipment:**

LINE#	COMPUTER DESCRIPTION (ACQUIRED BY PIMA COUNTY 03/23/2012)	SERIAL #	PIMA COUNTY TAG #
1	DELL OPTIPLEX990 MINITOWER WITH WEBCAM, TAG#119125	B966LS1	119125
2	DELL OPTIPLEX 990 MINITOWER, WITH WEBCAM, TAG#119124	B965LS1	119124
3	DELL OPTIPLEX 990 MINITOWER, WITH WEB CAM, TAG#119126	B967LS1	119126
4	DELL OPTIPLEX 990 MINITOWER WITH WEB CAM, TAG#119127	B968LS1	119127
5	DELL OPTIPLEX 990 MINTOWER WITH WEBCAM, TAG#119128	B969LS1	119128
6	DELL OPTIPLEX 990 MINTOWER WITH WEB CAM, TAG#119129	B96BLS1	119130
7	DELL OPTIPLEX 990 MINITOWER WITH WEB CAM, TAG#119130	B975LS1	119130
8	DELL OPTIPLEX 990 MINITOWER WITH WEB CAM, TAG#119131	B976LS1	119131

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**Vehicles, Machinery and Other Assets:**

LINE#	MAKE/MODEL/MFG.	LIC.#	YR	PIMA COUNTY ASSET TAG #
	<b>Ajo Landfill</b>			
1	Cat Compactor/Dozer	DC3W	89	73015
2	JD 624H Loader	LD-29	00	97984
3	Sterling Dump Truck	G165CX	01	98041
4	Sterling Water Truck	G443DD	02	101047
5	Modular Office	N/A	N/A	N/A
	<b>Catalina Transfer Station</b>			
6	Ford Loader/Backhoe	LH-8	88	62289
7	Int'l Tractor Truck	G-613FD	88	61867
8	Int'l Tractor Truck	G467CE	84	56105
9	Case Loader/Skidsteer	BC-1	96	87291
10	Walking Floor Trailer	G784CZ	01	99075
11	Walking Floor Trailer	G265BF	96	86056
12	One Scale	N/A	N/A	N/A
13	One Compactor Unit	N/A	N/A	N/A
	<b>Ryan Field Transfer Station</b>			
14	Modular Storage Unit	N/A	N/A	N/A
15	Compactor Unit	N/A	N/A	N/A
16	Cashier Booth	N/A	N/A	N/A
	<b>Sahuarita Landfill</b>			
17	Cat Dozer D7	D3W	93	84272
18	Aljon Compactor	DC6	03	102773
19	Sterling Water Truck	G828DR	03	103764
20	Cat Loader	LD-31	05	107517
21	Cat Scraper	S1W	93	82163
22	Three (3) 3 Scales	N/A	N/A	N/A
23	Cashier Booth	N/A	N/A	N/A
24	Air Compressor	A-2	68	10366
	<b>Tangerine Landfill</b>			
25	Cat Loader 924H	LD40	08	118519
26	Cat Loader	LD17	87	65639
27	Cat Dozer D9	D20	88	71020
28	JD Dozer-830195 (returned to the COUNTY)	DZ05	08	122464
29	Sterling Water Truck	G827DR	03	103763
30	Cat Scraper-830119	SC03	08	122463
31	Cat Compactor 836G- 830149	DC07	08	122462
32	Two (2) Scales	N/A	N/A	N/A
33	Cashier Booth	N/A	N/A	N/A
34	Air Compressor	A-18	96	86144

# Roll off Containers

LINE#	15 YARD CONTAINER #	PIMA COUNTY ASSET TAG#	DESCRIPTION
1	1-1	NO ID#	OLD/BROWN COMPUTER BIN
2	1-2	NO ID#	NOT USED BURIED IN DIRT
3	1-3	NO ID#	OLD/BROWN COMPUTER BIN
4	1-4	NO ID#	OLD/BROWN COMPUTER BIN
5	1-5	NO ID#	NOT USED BY TIRES/INA
6	1-6	NO ID#	OLD/BROWN COMPUTER BIN
7	1-7	NO ID#	BAFFLE DOOR/OLD BROWN
8	1-8	20814	OLD/BROWN COMPUTER BIN
LINE#	15/30YD TRIPLE AXLE TRAILER #	PIMA COUNTY ASSET TAG#	DESCRIPTION
9	T-1	74030	30YD/LONG CATALINA
10	T-2	74018	NOT USED/INA
11	T-3	NO ID#	NOT USED/INA
12	T-4	74019	15YD/LONG NOT USED/INA
LINE#	30 YARD CONTAINER #	PIMA COUNTY ASSET TAG#	DESCRIPTION
13	3-1	81297	OLD/BROWN
14	3-2	82107	OLD/BROWN
15	3-3	82113	CLOSE TOP/NEWSPAPER
16	3-4	81292	OLD/BROWN
17	3-5	NO ID#	OLD/BROWN
18	3-6	81285	OLD/BROWN
19	3-7	81200	VERY OLD BROWN
20	3-8	82106	OLD/BROWN
21	3-9	82108	OLD/BROWN
22	3-10	82284	CLOSE TOP/NEWSPAPER
23	3-11	81299	OLD/BROWN
24	3-12	81288	CLOSE TOP/NEWSPAPER
25	3-13	NO ID#	CLOSE TOP/PHONEBOOKS
26	3-14	NO ID#	OLD/BROWN
27	3-15	82100	OLD/BROWN
28	3-16	81292	CLOSE TOP/NEWSPAPER
29	3-17	NO ID#	OLD/BROWN
30	3-18	81289	OLD/BROWN
31	3-19	82102	CLOSE TOP/NEWSPAPER
32	3-20	NO ID#	CLOSE TOP/PHONEBOOKS
33	3-21	82103	OLD/BROWN
34	3-22	82117	OLD/BROWN
35	3-23	113196	NEW/BLACK
36	3-24	113202	NEW/BLACK
37	3-25	NO ID#	OLD/BROWN
38	3-26	NO ID#	OLD/BROWN

39	3-27	81291	OLD/BROWN
40	3-28	113198	NEW/BLACK
41	3-29	113197	NEW/BLACK
42	3-30	113204	NEW/BLACK
LINE#	30 YARD CONTAINER #	PIMA COUNTY ASSET TAG#	DESCRIPTION
43	3-31	113199	NEW/BLACK
44	3-32	81295	OLD/BROWN
45	3-33	81298	OLD/BROWN
46	3-34	82118	OLD/BROWN
47	3-35	NO ID#	VERY OLD BROWN
48	3-36	81282	CLOSE TOP/BROWN
49	3-37	82109	OLD/BROWN
50	3-38	81294	OLD/BROWN
51	3-39	81287	OLD/BROWN
52	3-40	82104	VERY OLD BROWN
LINE#	40 YARD CONTAINER #	PIMA COUNTY ASSET TAG#	DESCRIPTION
53	4-1	113201	NEW/BLACK
54	4-2	113207	NEW/BLACK
55	4-3	113206	NEW/BLACK
56	4-4	113200	NEW/BLACK
57	4-5	113203	NEW/BLACK
58	4-6	113205	NEW/BLACK
59	4-7	102348	NEW/BROWN
60	4-8	101008	NEW/BROWN
61	4-9	82121	OLD/BROWN
62	4-10	82116	OLD/BROWN
63	4-11	101003	NEW/BROWN
64	4-12	102350	NEW/BROWN
65	4-13	101010	NEW/BROWN
66	4-14	107281	NEW/BROWN
67	4-15	107280	NEW/BROWN
68	4-16	82120	OLD/BROWN
69	4-17	101004	NEW/BROWN
70	4-18	102351	NEW/BROWN
71	4-19	101007	NEW/BROWN
72	4-20	82111	OLD/BROWN
73	4-21	107277	NEW/BROWN
74	4-22	107279	NEW/BROWN
75	4-23	102352	NEW/BROWN
76	4-24	82119	OLD/BROWN
77	4-25	57081	VERY OLD NOT USED/INA
78	4-26	101005	NEW/BROWN
79	4-27	102353	NEW/BROWN
80	4-28	82112	OLD/BROWN
81	4-29	57082	OLD/TAN NOT USED/INA

LINE#	50 YARD COMPACT #	PIMA COUNTY ASSET TAG#	DESCRIPTION
82	5-1	48652	OLD/TAN
83	5-2	114853	GREY
84	5-3	114852	GREY

END OF APPENDIX A-1

## **EXHIBIT B: PAYMENT SCHEDULE (AM01)**

### **Part 1 Fixed Annual Fee; Adjustment**

A. For the first year of the initial 10-year term of this Contract, COUNTY shall pay CONTRACTOR an annual fee of \$736,560, payable in 12 equal monthly amounts of \$61,380 each.

B. Subject to the following paragraphs C and D under this Part 1, beginning in year 2 and for each successive year of the initial 10-year term of this CONTRACT, COUNTY shall pay CONTRACTOR an annual fee equal to the annual fee for the immediately preceding year of such term plus an amount equal to the greater of (a) 3% or (b) any year-over-year change in the CPI as referenced on each anniversary of the date of approval of the Contract by COUNTY. For this purpose, the term "CPI" means the consumer price index compiled and published by the United States Department of Labor, Bureau of Labor Statistics (BLS), designated Consumer Price Index - All Urban Consumers (CPI-U) 1982 - 1984 = 100: area: West-Size Class A, All items less energy (Series ID # CUUR0400SA0LE or any updated series #), or, if said consumer price index ceases to be published and there is no successor index, a reasonably equivalent index published by an authoritative third party mutually agreed upon by COUNTY and CONTRACTOR, acting reasonably and in good faith. The CPI for any applicable date means the CPI last published before the calendar month that includes such date.

C. For any year of the initial term of this Contract in which CONTRACTOR applies for and COUNTY approves any increase in the Facility Entry Fees (as contemplated by the attached Exhibit D) or for which CONTRACTOR and COUNTY otherwise agree in writing (with COUNTY Board of Supervisors approval) to any increase in the Facility Entry Fees, the increase in the fixed annual fee due to CONTRACTOR that would otherwise occur pursuant to the foregoing Paragraph B shall be automatically waived without further action by the COUNTY and the CONTRACTOR. Such waiver shall only be effective for that year, and the increases contemplated by Paragraph B shall apply to each subsequent Contract year thereafter, other than any such subsequent Contract year that would again be subject to this Paragraph C based on any further increase in the Facility Entry Fees applied for by CONTRACTOR and approved by COUNTY or otherwise agreed to by CONTRACTOR and COUNTY (with COUNTY Board of Supervisors approval).

D. Upon commencement by CONTRACTOR of its operation of the new municipal solid waste transfer station referred to in Exhibit A under the "Ajo Landfill" subheading, the fixed annual fee as then in effect shall be reduced by \$75,000 (prorated for the remaining portion of the Contract year in which such commencement occurs, such reduction to be effective as of the date of such commencement).

### **Part 2 Waste Tire Program Management Fee (Remove)**

### **Part 3 Tangerine Landfill Cover Material Transport Rate**

For purposes of the provisions of Exhibit A regarding cover material that may be transported by CONTRACTOR for closure of the Tangerine Landfill, the cost to COUNTY for the transport of such material to the Tangerine Landfill will be \$5.65 per loose cubic yard of material. Any adjustment to the initial rate of \$5.65 per loose cubic yard will be based on the year-over-year changes in the CPI as referenced on each anniversary of the date of approval of the Contract by COUNTY. For this purpose, the term "CPI" means the consumer price index compiled and published by the United States Department of Labor, Bureau of Labor Statistics (BLS), designated Consumer Price Index - All Urban Consumers (CPI-U) 1982 - 1984 = 100: area: West-Size Class A, All items less energy (Series ID # CUUR0400SA0LE or any updated series #), or, if said consumer price index ceases to be published and there is no successor index, a reasonably equivalent index published by an authoritative third party mutually agreed upon by COUNTY and CONTRACTOR, acting reasonably and in good faith. The CPI for any applicable date means the CPI last published before the calendar month that includes such date.

COUNTY agrees to use its resources to establish the shortest haul route to minimize costs. To the extent COUNTY establishes any shorter route, CONTRACTOR shall obtain updated quotes from third party transporters of the material that reflect reduced costs based on such shorter route, and to the extent CONTRACTOR obtains such reduced costs from its transporters, CONTRACTOR shall proportionately reduce the aforementioned material transport rate to reflect such reduced costs.

COUNTY may arrange (at its sole cost) for its own separate transportation of cover material to be sourced by CONTRACTOR pursuant to this paragraph, rather than transportation by CONTRACTOR or its subcontractors. No amount shall be payable BY COUNTY to CONTRACTOR for any volume of cover material transported to the Tangerine Landfill through any such separate transportation arrangements made by COUNTY.

#### **Part 4 Annual CPI Adjustment Example**

The BLS CPI last published index is usually 2 month behind the anniversary date. If the first anniversary date is May 1, 2013 the CPI last published will be March 2013.

How to calculate price adjustment:

<b>Base Rate:</b>	\$5.65
Index at time of calculation (March 2013)	233.870
Divided by index at time base rate was set (April 2012)	230.297
Equals	1.016
<b>New Rate:</b>	<b>\$5.74</b>

**END OF EXHIBIT B (AM01)**