



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

Award Contract Grant

Requested Board Meeting Date: 05/01/18

or Procurement Director Award

* = Mandatory, information must be provided

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

Tetra Tech BAS, Inc. (Headquarters: Phoenix, AZ)

***Project Title/Description:**

Engineering Services: Ina Road Landfill Final Closure

***Purpose:**

Award: Contract No. CT-DE-18-330. This award of contract is to provide engineering services in a not-to-exceed amount of \$331,921.00 for a contract term from 05/01/18 to 04/30/20. Administering Department: Environmental Quality.

***Procurement Method:**

Pursuant to the Direct Selection authority of A.R.S. § 34-103, award for Requisition No. 294323 is recommended to the above-named Consultant which has accepted the terms of the County's standard contract and with which the County has negotiated a satisfactory agreement.

Attachments: Approved Direct Select Memo and Consultant Services Contract

***Program Goals/Predicted Outcomes:**

Accurate information on the current condition of the Ina Road Construction Debris Landfill including topography and depth of existing landfill cover, an engineer's estimate of construction costs to complete the closure and specifications to allow the development of bid documents.

***Public Benefit:**

The information is essential for the development of a project that will allow for compliance with environmental rules and regulations to ensure landfill closure occurs in a manner protective of public health and the environment.

***Metrics Available to Measure Performance:**

Completion of the development of bid documents that accurately reflect current landfill conditions and that meet closure requirements as specified in the permit and in environmental rules and regulations.

***Retroactive:**

No.

To: CIB- 4-12-18
Ver. 1
Pgs. 34
(1)

Contract / Award Information

Document Type: CT Department Code: DE Contract Number (i.e.,15-123): 18-330

Effective Date: 05/01/18 Termination Date: 04/30/20 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* 331,921.00 Revenue Amount: \$ _____

*Funding Source(s) required: General Obligation Bond Projects

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? Vendor

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: _____ Department Code: _____ Contract Number (i.e.,15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

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

*Funding Source(s) required:

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

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: Scott Loomis 04/06/2018 R. Jensen 4-6-18

Department: Procurement 4-6-18 Telephone: 520-724-8272

Department Director Signature/Date: Mandy K. Nelson 4/9/2018

Deputy County Administrator Signature/Date: _____ 4/10/18

County Administrator Signature/Date: C. J. [Signature] 4/10/18
(Required for Board Agenda/Addendum Items)



PIMA COUNTY
ENVIRONMENTAL QUALITY

MEMORANDUM

DATE: March 13, 2018
TO: Mary Jo Furphy, Procurement Director
FROM: Ursula K. Nelson, PDEQ Director *UKN*
SUBJECT: Request for Direct Selection of Professional Services from a Technical Registrant Ina Road Landfill Closure

Background:

PDEQ is beginning the process of closing the Ina Road Landfill. The first step in the closure process is development of detailed plans and specifications for the closure. Tetra Tech BAS completed the last landfill permit modification for Ina Road approved by the Arizona Department of Environmental Quality (ADEQ). Tetra Tech's work included development of the approved closure plan which provides the basis for the construction plans and specifications that specify construction of the final cap. Tetra Tech already has the computer based landfill closure plan model, including design of the landfill cover and stormwater management system. This information will form the basis of the construction specifications and final design for procurement of the construction contractor. Tetra Tech BAS, an engineering firm that provides solid waste consulting services, is therefore uniquely qualified to provide these services due to their previous work experience at the Ina Road Landfill site and it is in the public interest to hire them for the closure project. The QCL cannot be utilized due to the cost of the contract.

Requested Action:

The Department of Environmental Quality, Solid Waste Division request Tetra Tech BAS to be selected for engineering services for the Ina Road Landfill Closure project in the estimated amount of \$350,000 for a contract term of approximately one year pursuant to the Direct Select provisions of A.R.S. §34-103.

Submitted By: *UK Nelson*
Ursula K. Nelson, PDEQ Director

Date: 3/13/2018

Approved: *Mary Jo Furphy*
Mary Jo Furphy, Procurement Director

Date: 3/13/18

PIMA COUNTY DEPARTMENT OF ENVIRONMENTAL QUALITY					
PROJECT: Engineering Services: Ina Road Landfill Final Closure	<table border="1"> <tr> <td align="center">CONTRACT</td> </tr> <tr> <td>NO. <u>CT-DE-18-330</u></td> </tr> <tr> <td>AMENDMENT NO. _____</td> </tr> <tr> <td><small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small></td> </tr> </table>	CONTRACT	NO. <u>CT-DE-18-330</u>	AMENDMENT NO. _____	<small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small>
CONTRACT					
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AMENDMENT NO. _____					
<small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small>					
CONSULTANT: Tetra Tech BAS, Inc. 3822 E. University Drive Phoenix, Arizona 85034					
AMOUNT: \$331,921.00					
FUNDING: General Obligation Bond Projects	(stamp here)				

CONSULTANT SERVICES CONTRACT

This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and Tetra Tech Bas, Inc., hereinafter called CONSULTANT, collectively referred to as the Parties.

WITNESSETH

WHEREAS, COUNTY requires the services of a CONSULTANT registered in the State of Arizona and qualified to provide Engineering Services for the Ina Road Landfill Final Closure; and,

WHEREAS, CONSULTANT is qualified and willing to provide such services; and

WHEREAS, CONSULTANT completed the last landfill permit modification and development work for the final closure plans; and

WHEREAS, CONSULTANT was determined under the direct select provisions of A.R.S. § 34-103 to be the best source for said work; and

WHEREAS, CONSULTANT has proposed to perform the work at a price acceptable to COUNTY.

NOW THEREFORE, in consideration of the foregoing recitals and other valuable and good consideration the Parties hereto agree as follows:

ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES

This Contract as approved by the Board of Supervisors commences on May 1, 2018, and terminates on April 30, 2020, unless sooner terminated or further extended pursuant to the provisions of this Contract.

COUNTY has the option to extend the Contract termination date for project completion. Any modification or extension of the Contract termination date will be by formal written amendment executed by the Parties. The Procurement Director or the Board of Supervisors, as required by the Pima County Procurement Code, must approve any change order to the Contract or to the Scope of Services before CONSULTANT performs the work authorized by the change order.

ARTICLE 2 – SCOPE OF SERVICES

CONSULTANT agrees to provide Engineering Services for the Project for the COUNTY as described in **EXHIBIT A: SCOPE OF WORK** (8 pages), attached to this Contract.

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ARTICLE 3 – COMPENSATION AND PAYMENT

In consideration of the services specified in this Contract, COUNTY agrees to pay CONSULTANT Not to Exceed Three Hundred Thirty-One Thousand Nine Hundred Twenty-One Dollars and Zero Cents **\$331,921.00**. CONSULTANT'S fees are as stated in **EXHIBIT B: CONSULTANT FEE PROPOSAL** (3 pages), attached to this Contract. Hourly rates and all other rates included under this Contract will remain fixed throughout the term of the Contract. The COUNTY may consider adjustments to rates in connection with any extensions of the Contract term.

Unless otherwise agreed, CONSULTANT will submit invoices monthly. All invoices must be accompanied by a narrative description of the work performed during the period covered by the invoice, time accounting information, and an allocation of all direct costs, including reimbursable costs and SUBCONSULTANT charges, to the tasks identified in the Scope of Work for which those costs were incurred. The time accounting information should be sufficient to show the workers and hours worked by day for the period covered by the invoice. SUBCONSULTANT charges shall be supported by appropriate documentation with each separate invoice submitted.

For the period of record retention required under Article 22, COUNTY reserves the right to question any payment made under this article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

CONSULTANT will not perform work in excess of the Contract Amount without prior authorization by an amendment executed by COUNTY. Work performed in excess of the Contract Amount without prior authorization by amendment is at CONSULTANT'S own risk.

ARTICLE 4 – INSURANCE

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. COUNTY in no way warrants that the minimum limits contained herein are sufficient to protect the CONSULTANT from liabilities that arise out of the performance of the work under this Contract. The CONSULTANT is free to purchase additional insurance.

CONSULTANT'S insurance will be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers will have an "A.M. Best" rating of not less than A- VII. COUNTY in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONSULTANT from potential insurer insolvency.

4.1 Minimum Scope and Limits of Insurance:

CONSULTANT will procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

- 4.1.1 Commercial General Liability (CGL) – Occurrence Form with limits of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage, and products – completed operations.
- 4.1.2 Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.
- 4.1.3 Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$1,000,000.
Note: The Workers' Compensation requirement will not apply to a CONSULTANT that is exempt under A.R.S. § 23-901, and when such CONSULTANT executes the appropriate COUNTY Sole Proprietor or Independent CONSULTANT waiver form.
- 4.1.4 Professional Liability (Errors and Omissions) Insurance – This insurance is required when soliciting work from licensed professionals. The policy limits will be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The policy will cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy will precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended

discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

4.2 Additional Insurance Requirements:

The policies will include, or be endorsed to include, as required by this written agreement, the following provisions:

- 4.2.1 Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies will each be endorsed to include COUNTY, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the CONSULTANT.
- 4.2.2 Subrogation Endorsement: The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of COUNTY, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the CONSULTANT.
- 4.2.3 Primary Insurance Endorsement: The CONSULTANT'S policies will stipulate that the insurance afforded the CONSULTANT will be primary and that any insurance carried by the Department, its agents, officials, employees or COUNTY will be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 4.2.4 Insurance provided by the CONSULTANT will not limit the CONSULTANT'S liability assumed under the indemnification provisions of this Contract.

4.3 Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the CONSULTANT must provide to COUNTY, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice will be mailed, emailed, hand-delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number here).

4.4 Verification of Coverage:

CONSULTANT will furnish COUNTY with certificates of insurance (valid ACORD form or equivalent approved by COUNTY) as required by this Contract. An authorized representative of the insurer will sign the certificates.

- 4.4.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by COUNTY before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 4.4.2 All certificates required by this Contract will be sent directly to the Department. COUNTY project or contract number and project description will be noted on the certificate of insurance. COUNTY reserves the right to require complete copies of all insurance policies required by this Contract at any time.

4.5 Approval and Modifications:

COUNTY Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

ARTICLE 5 – INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT indemnifies and holds harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorney's fees and court costs, to the extent caused by any negligent, reckless or intentionally wrongful act or omission of CONSULTANT, its agents, employees or anyone acting under its direction or control or on its behalf in connection with performance of this Contract. The obligations under this Article do not extend to the negligence of COUNTY, its agents, employees or indemnities.

All warranty and indemnification obligations under this Contract survive expiration or termination of the Contract, unless expressly provided otherwise. Any indemnification provision inconsistent with A.R.S. § 34-226 is, in all cases, not void, but will be interpreted and applied as if it were consistent with A.R.S. § 34-226.

Upon request, CONSULTANT may fully indemnify and hold harmless any private property owner granting a right of entry to CONSULTANT for the purpose of completing the project. The obligations under this Article do not extend to the negligence of County, its agents, employees or indemnitee.

ARTICLE 6 – COMPLIANCE WITH LAWS

CONSULTANT will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona govern the rights of the Parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract must be brought and maintained in Superior Court in Pima County. Any changes in the governing laws, rules, and regulations during the term of this Contract apply, but do not require an amendment.

ARTICLE 7 – STATUS OF CONSULTANT

The status of CONSULTANT is that of an independent contractor and CONSULTANT is not an employee of Pima County and is not entitled to receive any of the fringe benefits associated with regular employment, and will not be subject to the provisions of the merit system. CONSULTANT will be responsible for payment of all Federal, State and Local taxes associated with the compensation received by CONSULTANT from COUNTY. CONSULTANT is responsible for program development and operation without supervision by COUNTY.

ARTICLE 8 – CONSULTANT'S PERFORMANCE

CONSULTANT will perform the work in accordance with the terms of the Contract and with the degree of care and skill required of any similarly situated Arizona registrant. CONSULTANT will employ suitably trained and skilled professional personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel COUNTY relied upon in making this Contract, CONSULTANT will obtain the approval of COUNTY.

CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by CONSULTANT under this Agreement. Without additional compensation, CONSULTANT will correct or revise any errors, omission, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of CONSULTANT found during or after the course of the services performed by or for CONSULTANT under this Agreement, regardless of COUNTY having knowledge of or condoning or accepting the products or the services. Correction of such deficiencies will be at no cost to COUNTY.

ARTICLE 9 – NON-WAIVER

The failure of COUNTY to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Contract or to take any action permitted as a result thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

ARTICLE 10 – SUBCONSULTANT

CONSULTANT is fully responsible for all acts and omissions of its SUBCONSULTANT and of persons directly or indirectly employed by SUBCONSULTANT and of persons for whose acts any of them may be liable to the same extent that CONSULTANT is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of COUNTY to pay or see to the payment of any money due any SUBCONSULTANT, except as may be required by law.

ARTICLE 11 – NON-ASSIGNMENT

CONSULTANT may not assign its rights to this Contract in whole or in part, without prior written approval of COUNTY. COUNTY may withhold consent to assignment at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

ARTICLE 12 – NON-DISCRIMINATION

CONSULTANT will comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this Contract as if set forth in full herein **including flow down of all provisions and requirements to any SUBCONSULTANTS**. During the performance of this Contract, CONSULTANT will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

ARTICLE 13 – AMERICANS WITH DISABILITIES ACT

CONSULTANT will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If CONSULTANT is carrying out government programs or services on behalf of COUNTY, then CONSULTANT will maintain accessibility to the program to the same extent and degree that would be required of COUNTY under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

ARTICLE 14 – CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to the provisions of A.R.S. §38-511 which provides in pertinent part:

"The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract."

ARTICLE 15 – TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONSULTANT to cure a default under this Contract within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONSULTANT. In this event, COUNTY may take over the work and complete it by Contract or otherwise. CONSULTANT and its sureties, if any, will be liable for any damage to the COUNTY resulting from CONSULTANT'S default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following constitutes an event of default:
 - 1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this Contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
 - 2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;
 - 3. Failure to provide competent supervision at the site;
 - 4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient Material
 - 5. Failure to make prompt payment to SUBCONSULTANTS or suppliers for material or labor;
 - 6. Loss of CONSULTANT'S business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONSULTANT'S performance of this Contract;
 - 7. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the Contract; or

8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONSULTANT, or CONSULTANT becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- C. In the event of a termination for default:
1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONSULTANT for this project become COUNTY'S property and will be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
 2. COUNTY may withhold payments to CONSULTANT arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONSULTANT is determined; and
 3. Subject to the immediately preceding subparagraph (2), COUNTY'S liability to CONSULTANT will not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.
- D. The Contract will not be terminated for default nor CONSULTANT charged with damages under this Article, if—
1. Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONSULTANT. Examples of such causes include—
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
 - (iii) Acts of another consultant in the performance of a Contract with the COUNTY,
 - (iv) Fires,
 - (v) Floods,
 - (vi) Epidemics,
 - (vii) Quarantine restrictions,
 - (viii) Strikes,
 - (ix) Freight embargoes,
 - (x) Unusually severe weather, or
 - (xi) Delays of SUBCONSULTANTS or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONSULTANT and the SUBCONSULTANTS or suppliers; and
 2. CONSULTANT, within three (3) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefor. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the judgment of COUNTY, the findings warrant such action, COUNTY may extend the time for completing the work.
- E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONSULTANT'S onsite project manager, facsimile transmission, or under the Notices clause of this Contract.
- F. If, after termination of the Contract for default, it is determined that the CONSULTANT was not in default, or that the delay was excusable, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of the COUNTY.
- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 16 – TERMINATION FOR CONVENIENCE OF COUNTY

COUNTY may terminate this Contract at any time by giving written notice to CONSULTANT of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials will, at the option of COUNTY, become its property. If COUNTY terminates the Contract as provided herein, COUNTY will pay CONSULTANT an amount based on the time and expenses incurred by CONSULTANT prior to the termination date. However, COUNTY will make no payment for anticipated profit on unperformed services.

ARTICLE 17 – NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, COUNTY will have no further obligation to CONSULTANT, other than for services rendered prior to termination.

ARTICLE 18 – NOTICES

Any notice required or permitted to be given under this Contract will be in writing and will be served by delivery or by certified mail upon the other party as follows:

COUNTY:

Ursula Nelson, Director
Department of Environmental Quality
33 N. Stone Avenue, Suite 700
Tucson, Arizona 85701
Tel: (520) 724-7400
Fax: (520) 838-7432

CONSULTANT:

Keith A. Johnson, Manager
Tetra Tech BAS, Inc.
3822 E. University Drive
Phoenix, Arizona 85034
Tel: (602) 267-0336
Fax: (602) 267-0446

ARTICLE 19 – OTHER DOCUMENTS

CONSULTANT and COUNTY in entering into this Contract have relied upon information provided in CONSULTANT'S response to a request for fee proposal. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract. CONSULTANT will perform services in accordance with the terms of the Contract and at a level of care consistent with prevailing industry standards. In the event any provision of this Contract is inconsistent with those of any other document, the Contract provisions will prevail.

ARTICLE 20 – REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in ARTICLE 24 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE 21 – SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARTICLE 22 – BOOKS AND RECORDS

CONSULTANT will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

CONSULTANT will retain all records relating to this Contract at least five (5) years after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, CONSULTANT may, at its option, deliver such records to COUNTY for retention.

ARTICLE 23 – DELAYS

Neither party hereto will be in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

ARTICLE 24 – DISPUTES

In the event of a dispute between COUNTY and CONSULTANT regarding any part of this Contract or the Parties' obligations or performance hereunder, either Party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either Party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Contract and CONSULTANT'S counterpart official, such meeting to be held within one week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either Party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

The Parties will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.

ARTICLE 25 – OWNERSHIP OF DOCUMENTS

All original drawings, field data, estimates, field notes, plans, specifications, documents, reports, calculations, and other information developed by CONSULTANT under this Contract vest in and become the property of COUNTY and will be delivered to COUNTY upon completion or termination of the services, but CONSULTANT may retain and use copies thereof. COUNTY agrees that the material will not be used for any project other than the project for which it was designed without the express permission of CONSULTANT.

ARTICLE 26 – PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by CONSULTANT in any way related to this Contract, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any information submitted related to this Contract that CONSULTANT believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL prior to submittal to COUNTY and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and should not include any information considered confidential.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to CONSULTANT of the request for release, unless CONSULTANT has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. CONSULTANT will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY is not, under any circumstances, responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor is COUNTY in any way financially responsible for any costs associated with securing such an order.

ARTICLE 27 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONSULTANT hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONSULTANT'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONSULTANT will further ensure that each SUBCONSULTANT who performs any work for CONSULTANT under this Contract likewise complies with the State and Federal Immigration Laws.

COUNTY has the right at any time to inspect the books and records of CONSULTANT and any SUBCONSULTANT in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONSULTANT'S or any SUBCONSULTANT'S warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONSULTANT to penalties up to and including suspension or termination of this Contract. If the breach is by a SUBCONSULTANT, and the subcontract is suspended or terminated as a result, CONSULTANT will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or to retain a replacement SUBCONSULTANT (subject to COUNTY approval if SBE or DBE preferences apply), as soon as possible so as not to delay project completion.

CONSULTANT will advise each SUBCONSULTANT of COUNTY'S rights, and the SUBCONSULTANT'S obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONSULTANT hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONSULTANT'S employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONSULTANT further agrees that COUNTY may inspect the SUBCONSULTANT'S books and records to insure that SUBCONSULTANT is in compliance with these requirements. Any breach of this paragraph by SUBCONSULTANT is a material breach of this contract subjecting SUBCONSULTANT to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of CONSULTANT. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONSULTANT'S approved construction or critical milestones schedule, such period of delay will be excusable delay for which CONSULTANT will be entitled to an extension of time, but not costs.

ARTICLE 28 – ISRAEL BOYCOTT CERTIFICATION

CONSULTANT hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by CONSULTANT may result in action by the County up to and including termination of this Contract.

The remainder of the page intentionally left blank.

ARTICLE 29 – ENTIRE AGREEMENT

This document constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written Amendment signed by the Parties.

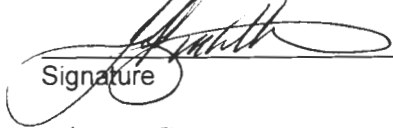
IN WITNESS WHEREOF, the Parties have affixed their signatures to this Contract on the dates written below.

APPROVED:

Chairman, Board of Supervisors

Date

CONSULTANT:



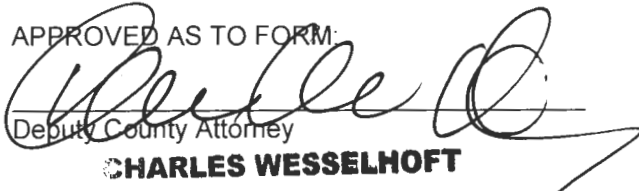
Signature

JEFFREY M WILLIAMS, VICE PRESIDENT
Name and Title (Please Print)

MARCH 11, 2018
Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:


Deputy County Attorney
CHARLES WESSELHOFT

Name (Please Print)

APR 06 2018
Date



April 6, 2018

p18-8044

Mr. David G. Eaker
Deputy Director
Pima County Department of Environmental Quality
33 N. Stone Avenue, Suite 700
Tucson, Arizona 85701

RE: PROPOSAL TO DEVELOP FINAL CLOSURE DESIGN CONSTRUCTION PLANS AND SPECIFICATIONS FOR THE INA ROAD LANDFILL

Dear Mr. Eaker:

Tetra Tech BAS (hereinafter referred to as Tetra Tech) is pleased to present this proposal to provide closure design plans and specifications, and construction management services for the final closure of the Ina Road Landfill in Tucson, Arizona. Tetra Tech has over 30 years of experience providing landfill closure planning, design, and construction support services to public solid waste management authorities. Our experience ranges from site characterization, development of closure and post-closure maintenance plans, preparation of closure construction plans and specifications, closure construction management and construction quality assurance, post-closure maintenance and monitoring, and end use redevelopment. Specific Tetra Tech capabilities related to landfill closures include the following:

- Investigations to determine the types and limits of waste materials
- Preparation of landfill closure/ post-closure maintenance plans
- Development of construction plans and specifications for landfill closure, as well as hazardous/non-hazardous waste segregation and encapsulation
- Preparation of final grading and drainage plans
- Landfill gas migration control planning and design
- Leachate collection and treatment system design and operation
- Development of plans for the removal of groundwater from excavations
- Development of plans for staging, processing, transport, and disposal of waste materials
- Preparation of site security plans
- Post-closure maintenance and monitoring
- Post-closure end use
- Site rehabilitation

Exhibit 1 contains a partial list of closure projects completed by Tetra Tech.



ENGINEERING DESIGN SERVICES FOR THE INA ROAD LANDFILL FINAL CLOSURE CONSTRUCTION PROJECT

Exhibit 1 - Example Tetra Tech Landfill Closure Experience

Tetra Tech Responsibilities				
Site	Client	Closure Plans	Closure Design	CM/CQA
Alameda IR2 Landfill	NAVFAO Southwest		•	•
Altamont Landfill	Waste Management	•	•	
Apple Valley Landfill	County of San Bernardino	•	•	
Baker Landfill	County of San Bernardino	•	•	•
Bakersfield Landfill	City of Bakersfield	•	•	
Ballard Canyon Landfill	County of Santa Barbara	•	•	•
Berry Street Mall Landfill	Cal Recycle	•	•	•
Big Bear Landfill	County of San Bernardino	•	•	
BKK Landfill	BKK Corporation	•	•	•
Bradley Landfill	Waste Management	•	•	
Chandler Landfill	City of Chandler		•	
CIWMB Landfill Closures	CIWMB	•	•	•
Cal Compact Landfill	Carson JPA	•	•	•
Coastal Landfill	County of Ventura	•	•	
Colton Landfill	County of San Bernardino	•	•	
Colorado River Landfill	Indian Health Services		•	
Coyote Canyon Landfill	County of Orange	•	•	•
Edwards AFB Landfill	USAF	•	•	
Elsinore Landfill	County of Riverside	•	•	•
EPC Landfill	Chevron	•	•	
Forster Canyon Landfill	Advanced Group 99-S	•	•	
Fort Irwin NTC Landfill	USAF		•	
Frank R. Bowerman Landfill	County of Orange	•	•	•
Glendale Landfill	City of Glendale		•	
Heaps Peak Disposal Site	County of San Bernardino		•	
Hesperia Landfill	County of San Bernardino	•	•	•
Hualapai Landfill	Indian Health Services		•	
Imperial County Landfills (8)	County of Imperial	•	•	
Ina Road Landfill	County of Pima		•	
Kern Valley Landfill	County of Kern	•	•	•
Laytonville Landfill	County of Mendocino	•	•	
Lenwood-Hinkley Landfill	County of San Bernardino	•	•	
Lucerne Landfill	County of San Bernardino	•	•	
March AFB Landfill	USAF	•	•	•
McCourtney Rd. Landfill	County of Nevada	•	•	
McConnel AFB Landfill	USAF		•	
Meyers Landfill	County of El Dorado	•	•	•
Mid Valley Landfill	County of San Bernardino	•	•	•
Milliken Landfill	County of San Bernardino	•	•	•
Morongo Valley Landfill	County of San Bernardino	•	•	
Mountain View Landfill	City of Mountain View	•	•	•
Needles Landfill	County of San Bernardino	•	•	•
Newby Island Landfill	Republic Services		•	
Newberry Landfill	County of San Bernardino	•	•	
Phelan Landfill	County of San Bernardino	•	•	•
Pitchess Landfill	County of Los Angeles	•	•	
Royal Blvd. Reclamation Site	AK Steel	•	•	•
San Carlos Landfills	San Carlos Apache Tribe		•	
San Diego County Landfills (6)	County of San Diego	•	•	
Santa Maria Landfill	City of Santa Maria		•	•
Santiago Canyon Landfill	County of Orange	•	•	
Scott AFB Landfill	Hydrogeologic		•	
Sparks-Raines Landfill	City of Anaheim	•	•	
Tajiguas Landfill	County of Santa Barbara		•	•
Trona-Argus Landfill	County of San Bernardino	•	•	
29 Palms Landfill	County of San Bernardino	•	•	
27th Avenue Landfill	City of Phoenix		•	•
Valle Vista Landfill	Forecast Homes	•	•	•
Vandenberg LF	USAF	•	•	•
Vincent Mullins Landfill	City of Tucson		•	



ENGINEERING DESIGN SERVICES FOR THE INA ROAD LANDFILL FINAL CLOSURE CONSTRUCTION PROJECT

INA ROAD LANDFILL (IRL) BACKGROUND

The roughly "L" shaped landfill was originally comprised of five (5) cells, and is bounded on the south by the bank of the Santa Cruz River, which was reinforced with rip-rap and soil cement to prevent erosion in 1981. The current eastern disposal area was comprised of Cells 2 and 4, and current western disposal area contained Cells 3 and 5, with the original Cell 1, adjacent to the river bank, straddling the two disposal areas (the eastern and western disposal areas are now separated by an asphalt-lined drainage channel). The landfill received municipal solid waste (MSW) in Cell 1 starting in the early 1960's and continued until 1973, when disposal operations were halted. Only Cell 1 was used prior to 1973. The landfill re-opened in 1977, with Cells 2, 3, 4 and 5 of the facility receiving MSW until 1983, when the Tangerine Regional Landfill was opened. The facility was reopened to accept construction debris in September 1989. The depth of refuse deposited at the landfill is variable across the facility, reaching a maximum depth of approximately 50 feet. The landfill is unlined.

The following proposal presents Tetra Tech's proposed scope of work, estimate of fees, and anticipated schedule to provide these services.

SCOPE OF WORK

TASK 1 – EXPLORATORY TEST PITS

In order to determine existing soil depths at the site exploratory test pits will be excavated with a backhoe. The final cover section consists of a 12-inch foundation layer and a 36-inch infiltration layer. Existing soil over the waste will reduce the amount of final cover soil that needs to be imported. This task will provide necessary information to document current soil cover over the waste. The results of this first task will ultimately save Pima County money by determining how much soil currently exists over the waste footprint. Tetra Tech estimates that one test pit per two acres of waste footprint will be needed (up to a maximum of 16 backhoe hours).

In addition, Tetra Tech will collect four composite samples of the soil to be imported for use as final cover. Each composite sample will be analyzed for permeability (ASTM D 5084) and grain size distribution (ASTM D 442). We will evaluate the suitability of the soil for use as final cover using the results of the permeability testing.

Deliverables: Existing Soil Depth Map & Soil Stockpile Suitability Evaluation

TASK 2 – PREPARE CURRENT TOPOGRAPHIC MAP

It is critical that the construction level drawings are based on the current topography. Due to landfill settlement and soil importation any existing (old) topographic maps of the site are not suitable. Tetra Tech will retain an aerial photo company to fly the site and prepare a current topographic map at 1 foot contour intervals. This work will include surveying and setting air photo targets for ground control. Rebar will be installed at each target location such that these target locations can be used by the Contractor for survey control during construction. While the survey party is on site setting targets, exploratory test pit locations will be located and coordinates obtained. The test pit locations will be included as a layer on the topographic map.

Deliverables: Current topographic base map

TASK 3 – GRADING AND DRAINAGE PLANS

Task 3.1 – Construction Level Final Grading Plan

A construction-level final grading and perimeter deck drainage plan for the landfill will be prepared showing final



ENGINEERING DESIGN SERVICES FOR THE INA ROAD LANDFILL FINAL CLOSURE CONSTRUCTION PROJECT

contour elevations consistent with the landfill grading plan prepared in 2009 for the Aquifer Protection Permit (APP). The latest aerial topographic map being prepared under Task 2 will be utilized to prepare the final grading plans utilizing a scale of 1" = 40'.

The closure construction process will involve grading the surface of the landfill to achieve a minimum drainage slope on the final cover section and to be commensurate with the existing grading and drainage plan approved by the Arizona of Environmental Quality (ADEQ). The construction level final landfill grading plan will clearly indicate any work associated with the removal and reconsolidation of refuse necessary to achieve design slopes. The construction process will also include integration of existing site features (groundwater wells, etc.) within the final cover system and landfill perimeter. The final cover design and grading plans prepared by Tetra Tech under this scope will be within the limits of our original grading plan contained in the APP submittal to ADEQ. Tetra Tech has assumed two (2) meetings with the Pima County to review the plans and specifications.

The grading plan will also include access road, drainage channels and retention basins. The final design will include the location of two permanent landfill settlement monuments to track final cover settlement. This information can be helpful when reuse of the property is being considered.

Deliverables: It is anticipated that the plans described above will consist of a Title Sheet, Index Map, three sheets of Final Grading Plans and detail sheets as needed.

Task 3.2 - Final Drainage and Erosion Control Plans

Tetra Tech will prepare the construction plans and profiles for the stormwater drainage facilities proposed for the landfill. These facilities will generally conform to the improvements proposed in the APP. Perimeter channels and downdrains will be designed utilizing a scale of 1" = 40' and the Water Surface Profile Gradient (WSPG) program will be used to verify channel sizing. Required storm water basins and storm drains will be shown on the drawings, sized and verified for capacity. Tetra Tech will provide flow and storm drain design information to incorporate into the final design document.

In addition, post-construction erosion control plans will be designed to minimize the conveyance of sediment from the landfill while vegetation is being established. The erosion control plan will include the proposed installation of straw wattles, silt fences, erosion control mats, check dams, and/or hay bales where appropriate. An analysis will be made to determine the preferred installation and combination of erosion control devices for the site. The scope does not include the preparation of a construction SWPPP assumed to be prepared by the Contractor.

Deliverables: It is anticipated that the drainage and erosion control plans will consist of three plan sheets and two profile sheets. Tetra Tech anticipates one sheet for the erosion control plan. Hydrology and hydraulic calculations will also be submitted to support the design of the drainage facilities. The plans and calculations will be submitted with the final grading plan. Tetra Tech will not be responsible for the drainage design of off-site improvements such as the wastewater treatment plant or Ina Road.

Task 3.3 - Details and Cross Section Sheets

Details and cross sections pertaining to the construction of the final grades and drainage conveyance facilities will be provided. The grading details will include the final cover thickness and sections that will clarify any critical



ENGINEERING DESIGN SERVICES FOR THE INA ROAD LANDFILL FINAL CLOSURE CONSTRUCTION PROJECT

grading transitions and tie-ins. Details for the drainage facilities will include structural details and cross sections for concrete structures and channels.

Deliverables: It is anticipated that two sheets will be created for the details and cross sections that will be submitted with the final grading plan.

Task 3.4 – Technical Specifications

Tetra Tech will prepare project specifications for closure construction. The closure construction specifications will be the technical specifications incorporating the entire final design. These specifications will be included in the bid documents. Duplication of information in the drawings and specifications will be minimized. Specifications will be prepared for each project component. The Specifications will be prepared for inclusion into Pima County's standard bid documents. The technical specifications will be suitable for Public Works construction and will be compiled in conjunction with Pima County's requirements and submitted in a format acceptable for incorporation into the standard contract bid document to be distributed to contractors bidding on the project. The Specifications will include the minimum requirements for the cover construction Health and Safety Plan.

Deliverables: Submittals will be provided at the 90% stage, and final completion. Tetra Tech will incorporate the Pima County's comments from the 90% submittal in the final submittal. Three sets of specifications will be provided at the 90% level and final submittal. At the final submittal, Tetra Tech will include an electronic copy of the specifications.

Task 3.5 - Construction Quality Assurance Plan

A Construction Quality Assurance (CQA) Plan will be developed for the final cover construction for the IRL. The CQA Plan will detail material specifications and the field and laboratory testing required to assure the final cover system is constructed in accordance with the design specifications in the APP. The CQA Plan will address issues such as construction responsibilities, material requirements, documentation requirements, site preparation, earthwork specifications, erosion control requirements, construction testing requirements, construction inspection schedules, and post-closure repair requirements.

Deliverables: The CQA Plan will be submitted with the Specifications.

Task 3.6 - Construction Cost Estimate

As part of the 90% design plan submittal, Tetra Tech will prepare a preliminary bid schedule to be included in the specifications. This will serve as the primary costing tool for the Contractor. An Engineer's Cost Estimate for the work shown on the construction drawings and details included in the Technical Specifications will be prepared based on final material quantities using unit prices developed from published local cost data and from experience with similar work. Costs will include labor, equipment, materials, contractor mark-up and overhead.

Deliverables: Tetra Tech will submit three copies of the Special Provisions, including bid schedule and cost estimate, at the 90% and 100% level. These documents will be prepared utilizing Microsoft Word and Excel.

Task 3.7 - Submittals and Response to Comments

Three copies of the construction drawings at the 60% and 90% completion levels. PDF and digital (AutoCad 2016) copies of the plans at the 100% completion level will be provided. It is our understanding that the plans will also need to be submitted to ADEQ. Additional copies can also be made available, as necessary. Additionally, a budget

**ENGINEERING DESIGN SERVICES FOR THE INA ROAD LANDFILL
FINAL CLOSURE CONSTRUCTION PROJECT**

estimate has been allotted should the ADEQ have any comments which may require response and/or revisions to the plans. The allotted budget assumes minimal revisions and may need to be adjusted upon receipt of comments.

TASK 4 – SERVICES DURING CONSTRUCTION**Task 4.1 – Coordinate Cover Soil Importation**

As part of this task, Tetra Tech will coordinate with the source of the final cover material and import soil transport hauler to evaluate the incoming soil material for use as final cover per the ADEQ-approved specifications in the APP. It is expected that the cover soil material will be obtained from a borrow source located near the IRL which has a sufficient quantity of material available that is likely to have texture and permeability that would meet or exceed the requirements of the ADEQ-approved specifications.

It is anticipated that the scope of this task will include meetings between the affected parties (Pima County, hauling contractor, and borrow source owner) to identify proposed locations for acquisition of the cover soil, coordinate conditions under which loading and hauling operations will occur at the borrow site (including operational hours, dust control, traffic coordination, access, and emergency conditions), and negotiate pricing. We anticipate that the pricing will be negotiated between the County and borrow source owner, but that Tetra Tech will provide technical assistance to the County as needed to support these negotiations.

Tetra Tech's services under this task will include visual observation of the soil in the proposed area(s) of acquisition, along with limited testing of the soils to confirm permeability of the material is consistent with the currently approved cover material requirements and identify existing and compacted soil densities. It is also anticipated that Tetra Tech may be called upon to provide technical evaluation of excavation volume/configuration, excavation methods, haul routes within the borrow site, and similar support to the various parties to further agreement on the acquisition, loading, and hauling of soil from the borrow site.

The schedule for this task will be heavily dependent on the scheduling of meetings with the various affected parties. However, we anticipate that this task can be completed in the first six weeks of the project. For budgetary purposes, we are assuming that this task will require a similar level of effort to the similar task on our Tangerine Landfill closure project, except we assume that CAD services for design and quantification of the borrow excavation will not be required.

Task 4.2 – Transportation Coordination

Under this task, Tetra Tech will coordinate with the County, hauling contractor and affected jurisdictions regarding the logistics of hauling the cover material over the selected route. Issues to be coordinated are anticipated to include timing and scheduling issues, and traffic and dust control, assistance in obtaining right-of-way use permits, attending and participating in meetings and telephone conferences.

This task is dependent on the haul route recommendation and County concurrence resulting from Task 4.1 above. Although the schedule is dependent on the scheduling with meetings with others, we anticipate that this can be completed approximately one month after the completion of Task 4.1. For budgetary purposes, we are assuming that this task will require a similar level of effort to the similar task on our Tangerine Landfill closure project, except we assume that CAD services for development and presentation of alternative routes will not be required.



ENGINEERING DESIGN SERVICES FOR THE INA ROAD LANDFILL FINAL CLOSURE CONSTRUCTION PROJECT

Task 4.3 – Constructability Review

Under this task, Tetra Tech's Construction Administration/Construction Quality Assurance (CA/CQA) team will review the latest approved final cover system design and technical specifications to verify it meets current requirements and best practices and identify where it may differ from actual site conditions. Tetra Tech assumes that the current configuration of the landfill topography will likely differ somewhat from the current design reflected in the APP, and will be modified based on the topographic mapping performed under Task 2. Under this task, Tetra Tech will provide a "constructability" review of the construction plans and specifications developed under Task 3 with respect to site conditions existing prior to bidding and previous experience with the closure of Tangerine Landfill.

We anticipate that the design will be based upon the use of staking rods to confirm the placement of sufficient cover thickness, rather than achievement of specific grading elevation; as the criterion for determination of the final cover construction. Tetra Tech anticipates utilizing a seeding mix specification similar to the mix that we used successfully at the Tumamoc Landfill Closure for the City of Tucson in 2013 and the mix that we used successfully at the Tangerine Landfill Closure for Pima County in 2016, and may also include a specification for a vegetative mulch component of the erosion control layer required by the permit requirements. In addition, Tetra Tech will provide a "constructability" review of the stormwater controls. Tetra Tech will also provide a review of the Engineer's Construction Cost Estimate under this task.

Task 4.4 – Contractor Selection and Bid Support

We assume that the plans and specifications and bid schedule prepared under Task 3 will be packaged by Pima County Procurement with standard bidding conditions and contractual requirements and issued for bid by interested contractors. As part of this task, Tetra Tech will attend a pre-bid meeting and will be available to respond to Contractor's questions. We would also be available to prepare technical addenda to the Invitation to Bid. Following receipt of bids, Tetra Tech can assist the County with technical review of submitted bids. The duration of this task is dependent on Pima County Procurement, but for budgetary purposes, it is assumed to extend over 6 weeks and require 16 hours each for a staff engineer, task manager (PM II), and project director (Principal) and 8 hours of Designer time.

Task 4.5 – Construction Administration

Under this task, Tetra Tech will coordinate activities with the contractor's on-site supervisor to manage the placement, compaction, and re-vegetation of the final cover system as specified in the construction plans and specifications developed in the previous tasks. Weekly progress meetings will be scheduled, and Tetra Tech will prepare meeting minutes and agendas, as well as lead the meetings. In addition, Tetra Tech will review submittals and RFIs, as well as payment requests. The duration of this task will depend on the selected contractor's schedule, but for budgeting purposes, Tetra Tech estimates the duration to be six months (24 weeks), and assumes that the required level of effort will involve an average of 16 hours per week equally divided between our CQA Task Manager (PM II) and CQA Task Director (Principal) and 20 hours total of Designer time. In addition, the Sr. Project Manager will be involved by taking part in weekly meeting conference calls and as directed by County staff up to the hours included in the budget.

Task 4.6 – Construction Quality Assurance

Under this task, Tetra Tech will perform CQA for the construction of the final cover placement, compaction, revegetation and stormwater controls. The primary goals of the CQA program are to:

- Determine if construction techniques, materials, and procedures effectively meet requirements for closure under the permit requirements.



ENGINEERING DESIGN SERVICES FOR THE INA ROAD LANDFILL FINAL CLOSURE CONSTRUCTION PROJECT

- Determine if the intent of the construction documents and project design are met.
- Identify construction problems and provide a mechanism for resolution.

The CQA monitor will monitor the placement and usage of staking rods, and observe the placement of cover soil. The thickness of the cover soil will be measured by use of staking rods. Compaction, moisture and density testing will be performed by a geotechnical subconsultant at frequencies per the CQA plan. The CQA monitor will also observe the stormwater channel construction and rip rap placement. Geotechnical subconsultant personnel will be on site as needed during the cover soil placement operation.

The field personnel will maintain a daily log of activities complete with photographs showing the progression of construction activities which will be incorporated into a final CQA report to be reviewed and approved by the County.

Similar to the schedule for the previous task (Task 4.5), the duration of this task will depend on the selected contractor's schedule, but for budgeting purposes, Tetra Tech estimates the duration to be six months (24 weeks), and assumes the level of effort required will be 30 hours per week equally divided between our CQA Monitor/Engineer and CQA Task Manager (PM II) and 1 hour per week for our CQA Task Director (Principal). We have also included an allowance of \$29,900 for geotechnical subconsultant services.

Task 4.7 – Construction Certification Report

Under this task, a Construction Certification report will be prepared, signed, and sealed by an Arizona-registered Professional Engineer that certifies that the closure has been completed in accordance the approved Ina Road Landfill closure plan. This Construction Certification Report would include record drawings depicting the construction work. It is assumed that the surveying for these record drawings will be provided by the contractor's surveyor as part of the construction contract. A draft report will be submitted to the County for review and comment. The County's comments will be incorporated into the report and final copies will be issued to the County as well as ADEQ for approval.

The schedule for the completion of the Construction Certification Report would be dependent on the receipt of survey information from the contractor's surveyor. However, we assume that the report will be submitted to ADEQ within 60 days of completion of construction.

TASK 5: PROJECT MANAGEMENT/COORDINATION

This task includes a project kick-off meeting, Tetra Tech coordination meetings and milestone meetings with Pima County and Tetra Tech to discuss the design plans. The project coordination and administrative scope of services for this project is based on a five-month schedule excluding any post-design services. Monthly progress and accounting (budget tracking) reports will be prepared to accompany invoices as part of this task. Coordination between Pima County and other team member staff throughout the duration and implementation of task activities is also included herein.

Deliverables: Project kick-off and Tetra Tech coordination meetings. Monthly progress and accounting reports.



Pima County Department of Environmental Quality - Solid Waste Management Division

ENGINEERING DESIGN SERVICES FOR THE INA ROAD LANDFILL FINAL CLOSURE CONSTRUCTION PROJECT

FEE ESTIMATE

The estimated fee for this final closure design construction plans and specifications and construction administration services is \$331,921 as detailed in Table 1 and will be billed on a time and materials basis. The fee estimate does not include any permitting fees. This fee estimate is limited to the extent of the hours presented.

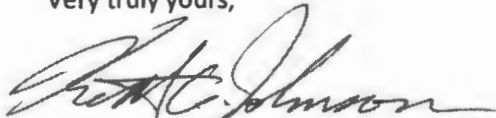
SCHEDULE

The cover soil thickness investigation is estimated to take two (2) weeks to schedule and complete, after being given the notice to proceed. Aerial Mapping Company has indicated that the new topographic map will take three (3) weeks to schedule and complete. It is estimated that the preparation of the closure design plans and specifications will take approximately three (3) to four (4) weeks after receipt of the new topographic map. The duration of the construction management phase of this project is unknown at this time. For budgetary purposes, we have assumed the construction period duration will be six months.

CLOSING

Thank you for requesting this proposal from Tetra Tech. We look forward to working with you on this important project for Pima County. If you have any questions or need additional information, please do not hesitate to contact us by phone or email.

Very truly yours,



Keith A. Johnson, P.E.
Manager, Phoenix Office
Tetra Tech BAS



Garth R. Bowers, P.E.
Senior Operations Director
Cornerstone Environmental Group, a Tetra Tech Company

Attachments: Table 1 – Fee Estimate

Table 1 PIMA COUNTY INA ROAD LANDFILL CLOSURE

Project Duration: 180 days

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Total: \$331,921

TASK	RATE									MATERIALS												
		PRINC	SR PRJCT MGR	PRJCT MGR II	PRJCT MGR I	SR STAFF	STAFF II	CADD TECH	PROJ ASSIST	TOTAL LABOR HOURS	QTY	UNIT	UNIT COST	MATERIAL MARKUP PER UNIT	VENDOR	SHIPPING (EST)	SALES TAX PER UNIT	INTERVAL PER YEAR	TOTAL MATERIAL	OTHER DIRECT COST	TOTAL LABOR	TOTAL
		Garth Bowers	Keith Johnson	Carl Bueter	Todd Livermore/Mark Case	Tucson Staff ENGR	PHX Tech	Corey Marshall	Cellise Alderete				\$	\$	%		\$	\$	%	\$	\$	\$
1.0 Exploratory Test Pits		185	165	140	123	107	98	83	70													
Field Investigation					24		40			64	1						1		2,000		6,872	8,872
Prepare Soil Depth Map					4			16		20	1						1				1,820	1,820
Soil Stockpile Investigation w/(4) D5084 and (4) D442 lab tests			12				12			24	1						1		2,200		3,156	5,356
Task Subtotal					28		40	16		84									2,000		8,692	10,692
2.0 Prepare Current Topo Map																						
Survey					4					4	1						1		2,000		492	2,492
Aerial Photo					8					8	1						1		9,200		984	10,184
Task Subtotal					12					12									11,200		1,476	12,676
3.1 Construction Grading Plan																						
Prepare Grading Plans			16		40			16		72	1						1				8,888	8,888
Response to One Round of Comments			4		16					20	1						1				2,628	2,628
Task Subtotal			20		56			16		92											11,516	11,516
3.2 Final Drainage and Erosion Control Plans																						
Revise Stormwater Calculations			8		40					48	1						1				8,240	8,240
Response to One Round of Comments			2		8					10	1						1				1,314	1,314
Task Subtotal			10		48					58											7,554	7,554
3.3 Details and Cross Section Sheets																						
Prepare Details/Cross Sections			8		8			24		40	1						1				4,286	4,286
Response to One Round of Comments			2		8					10	1						1				1,314	1,314
Task Subtotal			10		16			24		50											5,610	5,610
3.4 Technical Specifications																						
Prepare Project Specifications			8		18			32		58	1						1				5,944	5,944
Response to One Round of Comments			2		8					10	1						1				1,314	1,314
Task Subtotal			10		24			32		68											7,258	7,258
3.5 CQA Plan																						
Prepare Project CQA Plan			8		8			16		32	1						1				3,632	3,632

Table 1 PIMA COUNTY INA ROAD LANDFILL CLOSURE

Project Duration: 180 days

Saved: 4/5/2018 12:59:14 PM

Total: \$331,921

TASK	RATE	PERSONNEL								MATERIALS												
		PRINC	SR PRJCT MGR	PRJCT MGR II	PRJCT MGR I	SR STAFF	STAFF II	CADD TECH	PROJ ASSIST	TOTAL LABOR HOURS	QTY	UNIT	UNIT COST	MATERIAL MARKUP PER UNIT	VENDOR	SHIPPING (EST)	SALES TAX PER UNIT	INTERVAL PER YEAR	TOTAL MATERIAL	OTHER DIRECT COST	TOTAL LABOR	TOTAL
		Garth Bowers	Keith Johnson	Carl Bueter	Todd Livermore/Mark Case	Tucson Staff ENGR	PHX Tech	Corey Marshall	Cellisse Alderette													
		185	165	140	123	107	98	83	70			\$	\$	%	\$	\$	%	\$	\$	\$	\$	
Response to One Round of Comments					4			4	8	1							1				824	824
Task Subtotal			8		12			20	40												4,456	4,456
3.6 Construction Cost Estimate																						
Prepare Project Construction Cost Estimate		2	2		8			24	36	1							1				3,676	3,676
Response to One Round of Comments		1			4			4	9	1							1				1,009	1,009
Task Subtotal		3	2		12			28	45												4,685	4,685
3.7 Regulatory Submittals to ADEQ			12		12				24	1							1		400		3,456	3,656
4.1 Coordinate Cover Soil Importation		48		40					88	1							1				14,480	14,480
4.2 Transportation Coordination		24		8					32	1							1				5,560	5,560
4.3 Prepare Bid Package		8		18					24	1							1				3,720	3,720
4.4 Contractor Selection and Bid Support		16		16	8	16			56	1							1				7,896	7,896
4.5 Construction Administration		192	62	192		30			476	1							1				75,840	75,840
4.6 Construction Quality Assurance		24		360		360			744	1							1		29,900		93,380	123,260
4.7 Construction Certification Report		6		16	40	48			110	1							1				13,406	13,406
Task Subtotal		318	62	648	48	454			1,530										29,900		214,262	244,162
5.0 Project Management/Coordination			60						60	1							1				14,100	14,100
GRAND TOTAL		321	206	648	268	454	52	136	60	2,145									45,700		286,221	331,921

Note to Client: This cost estimate assumes that the construction portion of the project will take 24 weeks.

END OF EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105														
	E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Union Fire Ins Co of Pittsburgh</td> <td>19445</td> </tr> <tr> <td>INSURER B: The Insurance Co of the State of PA</td> <td>19429</td> </tr> <tr> <td>INSURER C: Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Ins Co of Pittsburgh	19445	INSURER B: The Insurance Co of the State of PA	19429	INSURER C: Lexington Insurance Company	19437	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBRI WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL7468716	10/01/2017	10/01/2018	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COM/PO AGG	\$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA4288055	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$100,000						EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC014629496	10/01/2017	10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
C	Professional Liability			028182375	10/01/2017	10/01/2018	Each Claim	\$2,000,000
							Aggregate	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Reference: CT-DE-18-330 Engineering Services: Ina Road Landfill Final Closure
 Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees are included as additional insured on a primary and non-contributory basis in accordance with the policy provisions of the Commercial General Liability and Automobile Liability policies. Waiver of Subrogation is included in favor of Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees in accordance with the policy provisions of the Commercial General Liability, Automobile Liability, and Workers' Compensation policies.

CERTIFICATE HOLDER Pima County Procurement Department Design and Construction Division Administration Building 130 West Congress, 3rd FL. DT-AB3-126 Tucson, AZ 85701-1207	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2017 forms a part of

policy No. GL7468716

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S COMMERCIAL PRIME ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

I. ADDITIONAL INSURED

Section II - WHO IS AN INSURED, 1. is amended to include as an insured any person or organization described in paragraphs A through I below, whom you are required to add as an additional insured under a written contract or agreement. The written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to "bodily injury", "property damage," or "personal injury and advertising injury".

A. BY CONTRACT

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

1. The coverage and/or limits of this policy, or
2. The coverage and/or limits required by said contract or agreement.

B. CONTROLLING INTEREST

1. Any person or organization having a greater than a 50% interest in you, but only with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease these premises.
2. The insurance afforded to these additional insureds under Paragraph I.B.1 does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

C. CO-OWNER OR INSURED PREMISES

A Co-owner of insured premises co-owned by you and covered by this insurance but only with respect to their liability as co-owner of the premises.

D. LESSOR OF LEASED EQUIPMENT

1. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of such equipment leased to you by such person(s) or organization(s).
2. With respect to the insurance afforded to these additional insureds under Paragraph I.D.1, this insurance does not apply to any "occurrence" which takes place:
 - a) after the equipment lease expires, or
 - b) after the equipment is returned or no longer in your possession,whichever takes place later.

E. MANAGERS OR LESSORS OF PREMISES

Managers or Lessors of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance under this paragraph does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of such Managers or Lessors.

F. MORTGAGEE, ASSIGNEE, OR RECEIVER

1. A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.
2. The insurance afforded to the additional insureds under Paragraph I.F.1 does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee, or receiver.

G. OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS

- (1) Any Owner, Lessee or Contractor, but only with respect to liability arising out of "your work" performed for that additional insured and included in the "products-completed operations hazard".

H. OWNERS, LESSEES, OR CONTRACTORS - ONGOING OPERATIONS

Any Owners, Lessees, or Contractors, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) has been completed; or,
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

I. STATE OR POLITICAL SUBDIVISION - PERMITS

Any State or Political Subdivision, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

II. PRIMARY INSURANCE - ADDITIONAL INSURED

Where persons or organizations have been added to your policy as additional insureds to comply with insurance requirements of written contracts mandating primary coverage for such additional insureds relative to:

- a) the performance of your ongoing operations for the additional insureds; or
- b) "your work" performed for the additional insureds and included in the "products-completed operations hazard,"

then with respect to these additional insureds as defined above in this Section only, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. - Other Insurance, a. - Primary Insurance, is deleted in its entirety and replaced with the following:

This insurance is primary over any similar insurance available to any person or organization we have added to this policy as an additional insured to comply with insurance requirements of written contracts mandating primary coverage for such additional insureds relative to (a) the performance of your ongoing operations for the additional insureds, or (b) "your work" performed for the additional insureds and included in the "products-completed operations hazard. However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded is primary.

III. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

SECTION II - WHO IS AN INSURED, 2. a. (1) (d) is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services, except for "bodily injury" arising out of "Incidental Medical Malpractice Injury" by any physician, dentist, nurse or other medical practitioner employed or retained by you unless such "bodily injury" is covered by another primary policy. However, the insurance provided hereunder to such persons will not apply to liability arising out of services performed outside of the scope of their duties as your "employees." Any series of continuous, repeated or related acts will be treated as the occurrence of a single negligent professional healthcare service, which will be assignable to the same policy and policy year in which the originating act occurred.

SECTION V - DEFINITIONS - is amended to add:

"Incidental Medical Malpractice Injury" means "Bodily Injury" arising out of the rendering of or failure to render the following services:

- a. medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- b. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

The Coverage provided by this endorsement does not apply to you or any insured if you are engaged in the business or occupation of providing any of the services described in the definition of "Incidental Medical Malpractice Injury".

IV. JOINT VENTURES / PARTNERSHIPS / LIMITED LIABILITY COMPANIES

The paragraph under **SECTION II - WHO IS AN INSURED** which states:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is hereby deleted and replaced with the following:

No person or organization, other than you, is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Coverage under this policy, however, will not apply:

- a. Prior to the termination date of any joint venture, partnership or limited liability company; or
- b. If there is valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

V. SUPPLEMENTARY PAYMENTS

Under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**, Paragraph 1.b., is deleted in its entirety and replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

VI. LIBERALIZATION CLAUSE

If we revise or replace our standard policy form to provide more coverage, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

VII. UNINTENTIONAL ERRORS AND OMISSIONS

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. - Representations is amended by adding:

- d. The unintentional failure by you or any Insured to provide accurate and complete nonmaterial representations as of the inception of the policy will not prejudice the coverages afforded by this policy.

VIII. AMENDMENT OF DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. - Duties in the Event of Occurrence, Offense, Claim or Suit, a. is hereby deleted and replaced with the following:

- a. You must see to it that we are notified as soon as practicable of any "occurrence" or an offense, which may result in a claim. Knowledge of an "occurrence" or an offense by your agent, your servant, or your employee will not in itself constitute knowledge to you unless the Director of Risk Management (or one with similar or equivalent title) or his/her designee will have received such notice. To the extent possible notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

IX. AMENDMENT OF EXPECTED OR INTENDED INJURY EXCLUSION

SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. - Exclusions, a. - Expected or Intended Injury, is deleted and replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

X. CONTRACTUAL LIABILITY - RAILROADS

Only with respect to (i) operations performed within 50 feet of railroad property and (ii) for which a Railroad Protective Liability Policy in the name of the railroad has been provided, then

A. SECTION V - DEFINITIONS, Paragraph 9, is deleted in its entirety and replaced with the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities; and

B. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. - Other Insurance, b. Excess Insurance, (1) (a), is amended to include the following:

(v) That is a Railroad Protective Insurance Policy or similar coverage.

XI. COVERAGE FOR YOUR SUPERVISORY OR MANAGERIAL EMPLOYEES RELATING TO CO-EMPLOYEE INJURIES

SECTION II - WHO IS AN INSURED, 2.a. (1), (a) and (b) are clarified to hold that:

Your supervisory or managerial "employees" are insureds for "bodily injury" to "co-employees" while in the course of their employment or performing duties related to the conduct of your business if claims or suits arise out of liability assumed by an insured under an "insured contract" as provided by **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, e. Employer's Liability.**

XII. WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST OTHERS TO US

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. - Transfer of Rights of Recovery Against Others To Us, is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization pursuant to applicable written contract or agreement you enter into because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

XIII. AMENDMENT OF OTHER INSURANCE

A. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4.- Other Insurance, b. - Excess Insurance, (1), is amended to include the following:

This insurance shall not be excess where (i) such other insurance is specifically purchased to apply as excess of this policy, or (ii) where you are obligated by contract to provide primary insurance to an additional insured, unless there is other additional insurance coverage available to that additional insured.

B. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4.- Other Insurance, b. - Excess Insurance, (2), is deleted in its entirety and replaced with the following:

When this insurance is excess, we will have no duty under Coverages A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

XIV. AMENDMENT AGGREGATE LIMITS PER PROJECT

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), offense under COVERAGE B (SECTION 1) and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project:

1. A separate Per Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Per Construction Project General Aggregate Limit is the most we will pay for the sum of (i) all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", (ii) all damages under COVERAGE B and (iii) all medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under COVERAGE A or B for damages or under COVERAGE C for medical expenses shall reduce the Per Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Per Construction Project General Aggregate Limit for any other construction project covered under this policy.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), offenses under COVERAGE B (SECTION 1) and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single construction project:
1. Any payments made under COVERAGE A or B for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2017 forms a part of

policy No. CA4288055

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2017 forms a part of

policy No. CA4288055

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2017 forms a part of

policy No. CA 428-80-55

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A - Loss Conditions, 5 - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/01/2017 forms a part of Policy No. WC 014-62-9496

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION, TO THE EXTENT PERMITTED BY LAW.

The premium charge for the endorsement is INCLUDED

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative



PROCUREMENT DEPARTMENT
DESIGN & CONSTRUCTION DIVISION • 130 W. CONGRESS STREET, 3RD FLOOR • TUCSON, ARIZONA 85701-1317
TELEPHONE (520) 724-3727 • FAX (520) 724-4434

INSURANCE CARRIER VERIFIES PIMA COUNTY IS NAMED AS ADDITIONAL INSURED TO THE COMPREHENSIVE COMMERCIAL GENERAL LIABILITY POLICY AND THE COMPREHENSIVE AUTOMOBILE LIABILITY POLICY REFERENCED BELOW, THE COUNTY BEING ADDED BY ENDORSEMENT TO THE POLICIES.

Tetra Tech BAS, Inc.

Insured Firm

General Liability Policy No. GL 7468716 and Auto Liability Policy No. CA 4288055

Policy Number

National Union Fire Insurance Company of Pittsburgh, PA

Insurance Carrier

Aon Risk Insurance Services West, Inc.

Ann Whisenhunt

Authorized Carrier Signature (Insurance Broker)

Printed Name

4/10/2018

Date of Signature

NOTE: This document must be included with Insurance Certificates at time of signing contract or renewing contract.