



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: September 6, 2022

** = Mandatory, information must be provided*

or Procurement Director Award: ☐

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

Tucson Recycling & Waste Services, LLC

***Project Title/Description:**

Outsourcing of Landfill & Transfer Station Operations

***Purpose:**

Amendment of Award: Master Agreement No. MA-PO-13-513, Amendment No.05. This Amendment revises Article XV – Termination, Article XXII – Israel Boycott Certification, Exhibit A: Scope of Services, adds Article XXIII – Forced Labor of Ethnic Uyghurs and assigns this Contract from Tucson Recycling & Waste Services, LLC (TRWS) to Waste Management of Arizona, Inc. (WM) pursuant to Article IX - Assignment. Administering Department: Environmental Quality.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.020, Competitive sealed proposals, on 5/14/2013, the Board of Supervisors approved an award of contract for an initial term of ten (10) years and an award amount of \$7,694,737.00 with three (3) five-year renewal options.

On 11/12/2013, The Board of Supervisors approved Amendment No. 01, which deleted scrutinized business operations requirement from the contract, deleted Contractor's responsibility for operating Pima County waste tire collection facilities, and deleted one vehicle from leased assets. The cumulative not-to-exceed contract amount remained unchanged.

On 11/17/2015, The Board of Supervisors approved Amendment No. 02, which increased the award amount by \$2,305,200.00 from \$7,694,737.00 to \$9,999,937.00 for a cumulative not-to-exceed contract amount of \$9,999,937.00 to load and transport additional quantities of soil from Marana to the Tangerine Landfill needed to complete the approved closure plan for the Tangerine Landfill.

On 11/21/2017, The Board of Supervisors approved Amendment No. 03, which extended the termination date to 05/31/2028, replaced Exhibit A: Scope of Services, Appendix A-1: Leased Landfill and Transfer Station Assets and Exhibit B: Payment Schedule in its entirety and increased the award amount by \$5,144,920.00 for a cumulative not-to-exceed contract amount of \$15,144,857.00.

On 4/19/2022, The Board of Supervisors approved Amendment No. 04, which extended the termination date to 05/31/2033 and increased the award amount by \$4,051,080.00 for a cumulative not-to-exceed contract amount of \$19,195,937.00. This extension was required to recover investment costs for replacing existing landfill equipment, which is now on average over 22 years old and has exceeded its economic life. The award amount was increased to cover ongoing monthly service expenses of \$61,380.00 (plus tax) for the extended term of the contract.

PRCUID: 82342

Attachment: Contract Amendment No. 05.

***Program Goals/Predicted Outcomes:**

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

***Public Benefit:**

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

***Metrics Available to Measure Performance:**

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

***Retroactive:**

No.

To COB: 8/23/22 (1)
Version: 14
pages: 15

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
 Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____ * ☐ Revenue Amount: \$ _____

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

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

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

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☐ No
 If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☐ No
 If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

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

Amendment No.: 5 AMS Version No.: 14

Commencement Date: 9/6/2022 New Termination Date: _____
 Prior Contract No. (Synergen/CMS): _____

☒ Expense ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ _____

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

***Funding Source(s) required: General Fund**

Funding from General Fund? ☒ Yes ☐ No If Yes \$ _____ % 100

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

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

Commencement 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: Procurement Officer: Maricruz Lopez Digitally signed by Maricruz Lopez Date: 2022.08.22 11:39:08 -07'00' Division Manager: Ana Wilber Digitally signed by Ana Wilber Date: 2022.08.22 11:58:27 -07'00'

Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer Date: 2022.08.22 12:24:04 -07'00' Telephone: 520-724-3736

Department Director Signature: Barbara A. Escobar Date: _____
 Deputy County Administrator Signature: _____ Date: 23 Aug 2022
 County Administrator Signature: _____ Date: 8/23/2022

Pima County Department of Environmental Quality Project: Outsourcing of Landfill & Transfer Station Operations Contractor: Tucson Recycling & Waste Services LLC Contract No.: MA-PO-13-513 Contract Amendment No.: Five (05)	
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Orig. Contract Term: 06/01/2013 - 05/31/2023	Orig. Amount:	\$ 7,694,737.00
Termination Date Prior Amendment: 05/31/33	Prior Amendments Amount:	\$11,501,200.00
Termination Date This Amendment: 05/31/33	This Amendment Amount:	\$ 0.00
	Revised Total Amount:	\$19,195,937.00

CONTRACT AMENDMENT

1. Background and Purpose

- 1.1. Background. On May 14, 2013, County and Contractor entered into the above referenced agreement to provide Outsourcing of Landfill and Transfer Station Operations. The Contract had an original term of 10 years, commencing on June 1, 2013 and expiring on May 31, 2023. The Contract provides that it may be renewed for up to three (3) additional five-year periods, and two of the five-year renewal periods have been exercised for a current termination date of May 31, 2033.
- 1.2. Purpose. COUNTY is modifying Article XV - Termination and Exhibit A: Scope of Services, and CONTRACTOR is assigning this Contract to Waste Management of Arizona, Inc. (WM).

2. Revise Section e. of Article XV to read as follows:

XV.e. Notwithstanding any other provision in this Contract, this Contract may be terminated without financial penalty to COUNTY if through no fault or action of COUNTY, there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Contract. In the event of such termination, COUNTY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

3. **Remove Exhibit A (AM03) in Scope of Services** in its entirety and replace with **Exhibit A (AM05): Scope of Services** (9 pages) attached herein.
4. **Pursuant to Article IX – Assignment**, CONTRACTOR hereby assigns its rights to the amended Contract in whole to WM, which agrees to provide services under the terms of this Contract, and COUNTY approves the assignment provided that within 60 days of this assignment WM returns the

Leased Landfill and Transfer Station Assets listed in Appendix A-2 (AM05) and that WM provides its own equipment to properly conduct operations at the landfill sites under this Contract.

5. **Revise Article XXII to read:**

ARTICLE XXII – Israel Boycott Certification.

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

6. **The Following Article is hereby added:**

ARTICLE XXIII - Forced Labor of Ethnic Uyghurs.

Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

7. **Article XXIII is renumbered to XXIV.**

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

PIMA COUNTY

Chair, Board of Supervisors

Date

TUCSON RECYCLING & WASTE SERVICES LLC



Authorized Officer Signature

Larry D. Henk

Printed Name and Title

8/19/2022

Date

ATTEST

Clerk of the Board

Date

WASTE MANAGEMENT OF ARIZONA INC


Authorized Officer Signature

JOE CASSIN, VICE PRESIDENT
Printed Name and Title

August 22, 2022
Date

APPROVED AS TO FORM



Deputy County Attorney

08/19/2022
Date

EXHIBIT A (AM05): SCOPE OF SERVICES

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

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

CONTRACTOR will operate all of the facilities in accordance with the requirements of the Contract. CONTRACTOR will follow the approved operating plan for each location.

Specifically, with regard to the operation of each individual Facility, CONTRACTOR and COUNTY agree as follows:

Tangerine Landfill

The Tangerine Landfill officially closed on December 8, 2017.

COUNTY has compliance requirements for the landfill including post-closure maintenance and repair for 30 years until December 7, 2047. CONTRACTOR, at the direction of COUNTY, may periodically conduct landfill maintenance and repair activities, including those outlined in the Arizona Department of Environmental Quality (ADEQ) Master Facility Plan Approval (MFPA) 10007600.06/4.3(a) and the Code of Federal Regulations (CFR) 40 CFR 258.61 (a)(1) summarized as follows: Maintaining the integrity and effectiveness of the final cover, including making repairs to the cover as necessary to correct the effects of differential settlement, subsidence, erosion, or other events, and preventing run-on and run-off from eroding or otherwise damaging the final cover. Additionally, MFPA 10007600.06 / 4.3(e) summarized as follows: Maintaining in good repair all stormwater control structures, internal roads, signs, fences, and any other structures required for monitoring activities and post-closure care of the closed landfill facility.

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

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

Sahuarita Landfill

The Sahuarita Landfill closed to the public in February 2016.

The landfill has not officially closed. A minimum of twenty thousand cubic yards (20,000 cy) of capacity will be reserved for County use. Contractor will not accept any municipal solid waste (MSW). Once COUNTY has removed the soil it requires for final closure from the current borrow area in the final cell, CONTRACTOR may accept inert material for disposal in the borrow pit until such time the borrow pit returns to original grade. Once the inert landfilling is complete, CONTRACTOR will leave the Sahuarita Landfill at the final grade and with adequate cover as prescribed by ADEQ for daily and intermediate cover.

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

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

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

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

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

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

Sahuarita Transfer Station

The Sahuarita Transfer Station opened in February 2016.

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

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

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

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

Ajo Landfill

COUNTY operates the Ajo Landfill under a small arid landfill exemption as permitted by ADEQ and as such may not accept more than 20 tons/day. CONTRACTOR is responsible for the landfill site including stormwater controls, maintenance and repair.

The Ajo landfill does not accept commercial waste from construction and/demos due to limited capacity. As an exception, County may require use only if limits are not exceeded. Ajo landfill does not have scales making this determination very limited in scope.

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

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

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

Contractor must use heavy equipment that thoroughly compacts the waste thereby protecting the life of the landfill for use by Ajo residents.

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

Ina Road Construction Debris Landfill

The Ina Road Construction Debris Landfill is in final closure construction through 2022.

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

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

Catalina Transfer Station

CONTRACTOR, with the approval of COUNTY and at the CONTRACTOR'S cost, modified the process for waste received by removing the compactor unit from the pit to implement a top loading method of waste to trailers for transport to a landfill. This process expanded the acceptance of additional waste permitted for disposal by residents and businesses.

CONTRACTOR will ensure that any waste that it accepts at the transfer station will remain on site for no longer than forty-eight (48) hours.

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

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

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

Ryan Field Transfer Station

COUNTY maintains the Ryan Field Transfer Station on land leased from the Tucson Airport Authority. COUNTY will use reasonable efforts to renew the lease set to expire in January 2025 for as long as the Ryan Field Transfer Station operates under this Contract on substantially the same terms as in effect during such lease's most recent term. If COUNTY is unable, for any reason, to continue the lease of land following the expiration

or termination of said lease, CONTRACTOR will no longer be required to operate or provide other services at the Ryan Field Transfer Station, including recycling, ABOP and tire collection.

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

CONTRACTOR is responsible for routine maintenance of transfer station structures and site, including the building sliding barn doors and/or vehicle entry doors and/or roll up door.

COUNTY will maintain structural integrity of the transfer station building excluding damage caused by CONTRACTOR. Should damage occur, COUNTY must approve CONTRACTOR's repair plan or COUNTY may choose to make any necessary repairs and bill CONTRACTOR.

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

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

Rural Collection Sites

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

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

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

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

ABOP AND Recycling

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

The transfer stations will participate in the Lawn and Garden Replacement Program whereby they accept gasoline powered lawn and garden equipment, render inoperable, recycle the metal parts and dispose of waste material at no cost to the County. The cashiers will continue to process paperwork for the voucher program and submit paperwork to DEQ; additionally, roll offs to support the program are delivered and picked up from Pima County Fleet Services and material recycled or disposed of at no cost to the County.

Tire Collection

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

CONTRACTOR will place two COUNTY roll off bins for residential and commercial passenger tire disposal at the Ajo Landfill if needed. There will be no charge to residents or businesses.

CONTRACTOR's employees at the Ajo landfill will require that residents with more than five tires and all commercial entities fully complete a tire manifest form. CONTRACTOR is responsible for returning the manifests to COUNTY. CONTRACTOR will be responsible for transport of full roll off bins to the Pima COUNTY Waste Tire Collection Site at no cost should the current process with the tire recycler change.

Illegal Dumping Remediation Project

CONTRACTOR will provide COUNTY, at no charge to COUNTY, one COUNTY forty (40) cubic yard roll off per month, including delivery, pickup and disposal of waste, at locations within Pima COUNTY as COUNTY requests from time to time for the operation by the Pima COUNTY Department of Environmental Quality of its Illegal Dumping Remediation Project. COUNTY inspectors will enter the transfer stations on a regular basis to deposit waste from wildcat dumping at no charge to the County by showing their County badge and/or provide their EIN and plate number to the cashier.

Financial Hardship Fee Program

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

All Landfills, Transfer Stations and Rural Collection Sites

CONTRACTOR will design a brochure with approved days and hours of operation, acceptable waste, recycling, ABOP services and waste disposal fees and make available online and at all facilities.

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

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

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

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

CONTRACTOR will follow all existing operational plans submitted by CONTRACTOR to COUNTY in conjunction with the operation of the Facilities. If CONTRACTOR desires to change operations at any of the Facilities, CONTRACTOR will submit a revised proposed operating plan to COUNTY for approval in advance of any modification of operations.

The County landfills are designed to prevent stormwater run on and runoff. If at anytime in the future stormwater sampling is required it will be coordinated with the landfill operations manager.

CONTRACTOR may make any change to its operations at any Facility to the extent required for compliance with any applicable federal, state or local law, rule statute or ordinance now in existence or hereafter adopted without COUNTY approval. CONTRACTOR will provide COUNTY with prompt notice of any such change.

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

Facility Operational and Entry Fees

CONTRACTOR will charge Landfill and Transfer Station facility entry fees according to the fee schedule approved by COUNTY Board of Supervisors at the time of entry to the facility.

CONTRACTOR will uniformly apply any Pima COUNTY Code or Ordinance that includes Landfill or Transfer Station information or directives at all COUNTY facilities that CONTRACTOR operates. CONTRACTOR may submit to COUNTY written proposals for the changes of established fees. COUNTY will consider any such proposal in good faith will provide CONTRACTOR with reasons for modifying or rejecting such a proposal.

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

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

Lease of Assets

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

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

COUNTY hereby grants to CONTRACTOR the right to utilize landfill and transfer station heavy equipment assets specified in Appendix A-2 attached hereto for the term of this Contract (including any renewal term hereof), and CONTRACTOR is solely responsible, at its sole cost, for any maintenance and repairs associated with such equipment assets. Upon the expiration or earlier termination of this Contract, CONTRACTOR will return

possession of the equipment assets to COUNTY (at the same locations at which such equipment is operated) in good operating condition, ordinary wear and tear excepted. With respect to heavy equipment in the assets, CONTRACTOR will cause such equipment to be maintained by a certified or otherwise qualified third-party heavy equipment maintenance company. CONTRACTOR will maintain records and reports of preventative maintenance and repair work on the assets and will provide copies of such records and reports to the COUNTY upon request.

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

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

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

Transition Provisions

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

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

End of Exhibit A (AM05): Scope of Services

Appendix A-2 (AM05): Leased Landfill and Transfer Station Assets (1 page)

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

*Equipment returned to County.

End of Appendix A-2 (AM05): Leased Landfill and Transfer Station Assets