



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 8/6/19

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Harrison Trucking, Inc. (Headquarters: Rillito, AZ)

***Project Title/Description:**

Biosolids Transport and Disposal Services

***Purpose:**

Award: Master Agreement No. MA-PO-20-012. This Master Agreement is for a term of one (1) year in the not-to-exceed amount of \$500,000.00. Administering Department: Regional Wastewater Reclamation.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.060, Emergency and other limited competition procurement, award for Requisition No. 20-009 is recommended to the above named Contractor which has accepted the terms and conditions of the County's standard contract.

PRCUID: 346893

Attachments: Limited Competition Approval and General Services Contract.

***Program Goals/Predicted Outcomes:**

Maintaining the appropriate levels and compliant disposal methods of Biosolids produced at the Pima County Regional Biosolids Management Facility in accordance with applicable regulations.

***Public Benefit:**

Timely removal of Biosolids safeguards the public health, the environment, quality of soil and water. Disposal method provides sustainable reuse of the nutrient-rich organic materials resulting from the wastewater treatment process.

***Metrics Available to Measure Performance:**

Timely response to requests for transport and disposal services compliant with applicable Federal, State, and Local regulations.

***Retroactive:**

No.

TO: COB 08-01-19 (1)

VERS. 1

PGS: 16

Revised 5/2018

Page 1 of 2

AUG 01 19PM 0308 PCC CLK OF BD
AM

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 20-012

Effective Date: 08/06/19 Termination Date: 08/05/20 Prior Contract Number (Synergen/CMS):

☒ Expense Amount: \$ 500,000.00 ☐ Revenue Amount: \$***Funding Source(s) required:** Regional Wastewater Reclamation Division Obligation FundsFunding 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 22-73.

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: Jennifer Moore, Procurement Officer

Division Manager:

Department: May 2019 8/1/19

Telephone:

Department Director Signature/Date:

Deputy County Administrator Signature/Date:

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)



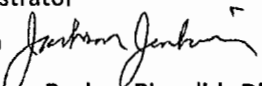
PIMA COUNTY

WASTEWATER RECLAMATION
201 NORTH STONE AVENUE
TUCSON, ARIZONA 85701-1207

JACKSON JENKINS
DIRECTOR

PH: (520) 724-6500
FAX: (520) 724-9635

July 3, 2019

TO: C.H. Huckelberry, County Administrator
FROM: Jackson Jenkins, Director - RWRD 
SUBJECT: Limited Competition for Emergency Backup Biosolids Disposal Contract

We are hereby respectfully requesting your approval pursuant to Pima County Procurement Code 11.12.060 for RWRD to set up an emergency back-up Biosolids Disposal contract with Sand Hill Inc. Technologies. The current contractor, Avra Gro Systems, Inc. (Avra Gro) is not performing per the terms of the agreement and is having difficulties becoming compliant. We have already issued two Notice of Default and Request to Cure letters to Avra Gro. As we continue to work with them to be successful, it is only prudent for us to put an emergency back-up plan in place. If the scope of this work is not completed successfully and consistently, it could become a threat to public health, welfare, property and safety.

The emergency back-up plan is to haul the biosolids to the landfill versus land application. Wet fields are a real problem to the success of land application. The availability of local fields is also becoming a growing concern. There are two large national firms that perform the same scope of work as under contract by Avra Gro, but they do not have a Tucson presence and could not act quickly to step in for emergency back-up services. The only known source is Sand Hill Inc. Technologies, a division of Harrison Trucking Company, and managed by Rob Fehrmann. Both Mr. Fehrmann and Harrison Trucking have experience working with Pima County and know this part of our business operation, as Mr. Fehrmann is a former employee of Avra Gro, the current contractor, and Harrison Trucking was previously subcontracted to perform hauling for Avra Gro.

We are also continuing to evaluate new technology and the potential to compost our materials. However, those topics will take some time to determine if they are viable options. If approved, we will work with the Procurement Department to establish an appropriate contingency plan for handling our Biosolids while we continue to work with Avra Gro in resolving their performance issues.

Your consideration for this request is greatly appreciated. I am available should you wish to discuss further.

APPROVED:



C.H. Huckelberry, County Administrator

7/8/19
Date

Attachments

c: Carmine DeBonis, Jr., Deputy County Administrator – Public Works
Yves Khawam, Assistant County Administrator
Mary Jo Furphy, Director – Procurement Department
Jeff Prevatt, Deputy Director – RWRD Treatment



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 2000000000000000012

MA Version: 1

Page: 1 of 2

Description: Biosolids Transport and Disposal Services

I S S U E R	Pima County Procurement Department	T E R M S	Initiation Date: 08-06-2019				
	130 W. Congress St. 3rd Fl		Expiration Date: 08-05-2020				
	Tucson AZ 85701						
	Issued By: JENNIFER MOORE						
	Phone: 5207248164						
	Email: jennifer.moore@pima.gov						
			<table border="1"><tr><td>NTE Amount:</td><td>\$500,000.00</td></tr><tr><td>Used Amount:</td><td>\$0.00</td></tr></table>	NTE Amount:	\$500,000.00	Used Amount:	\$0.00
NTE Amount:	\$500,000.00						
Used Amount:	\$0.00						

V E N D O R	Harrison Trucking Inc	Contact: Carl Harrison
	PO Box 361	Phone: 520-631-7833
	Rillito AZ 85654	Email: harrisontrucking@msn.com
		Terms: 0.00 %
		Days: 30

Shipping Method:	Vendor Method
Delivery Type:	
FOB:	FOB Dest, Freight Prepaid
Modification Reason	
This Master Agreement is for a term of one (1) year in the not-to-exceed amount of \$500,000.00.	
Attachment: General Services Contract	

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



MASTER AGREEMENT DETAILS

Master Agreement No: 20000000000000000012

MA Version: 1

Page: 2 of 2

Line	Description					
1	Transport and Disposal of Biosolids Weekdays, M-F					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TON	\$34.50			
2	Transport and of Disposal Biosolids -Sat, Sun, Holiday					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TON	\$45.50			

Pima County Department of Regional Wastewater Reclamation Department

Project: Biosolids Transport and Disposal Services

Contractor: Harrison Trucking, Inc.

Amount: \$500,000.00

Contract No.: MA-PO-20-012

Funding: RWRD Obligation Funds

GENERAL SERVICES CONTRACT

1. Parties, Background and Purpose.

1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Harrison Trucking, Inc. ("Contractor").

1.2. Authority. County selected Contractor pursuant to and consistent with Pima County Procurement Code 11.12.060 Emergency and other limited competition procurement.

2. Term.

2.1. Original Term. This Contract is effective for a one-year period commencing on August 6, 2019 (the "Term").

3. **Scope of Services**. Contractor will provide County with the products and/or services ("Goods and Services") described in **Exhibit A – Scope of Services**, Three (3) Pages, upon demand. The Goods and Services must comply with all requirements and specifications in the Solicitation.

4. Compensation and Payment.

4.1. Rate Adjustment. County will pay Contractor at the following rates:

\$34.50 per wet ton/cake (includes tipping fees, trucking, and associated insurances),
Monday – Friday.

\$45.50 per wet ton/cake (includes tipping fees, trucking, and associated insurances),
Saturday, Sunday and Holiday.

4.2. Maximum Payment Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$500,000.00 (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any goods or services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.

4.3. Sales Taxes. The payment amounts or the rate indicated above does not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay

on goods supplied to the County under this Contract. Contractor will show sales taxes as a separate line item on invoices.

- 4.4. **Timing of Invoices.** Contractor will invoice County on a monthly basis, Net 30 days. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
- 4.5. **Content of Invoices.** Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
- 4.6. **Invoice Adjustments.** County may, at any time during the Term and during the retention period set forth in Section 21 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.
5. **Insurance.** Contractor will procure and maintain at its own expense insurance policies (the "**Required Insurance**") satisfying the below requirements (the "**Insurance Requirements**") until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.
 - 5.1. **Insurance Coverages and Limits:**
 - 5.1.1. **Commercial General Liability (CGL):** Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate.
 - 5.1.2. **Business Automobile Liability:** Coverage for any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.
 - 5.1.3. **Workers' Compensation (WC) and Employers' Liability:** Workers' Compensation with Employers Liability limits of \$1,000,000 each accident and \$1,000,000 each employee – disease. Workers' Compensation statutory coverage is compulsory for employers of one or more employees.

5.2. **Additional Coverage Requirements:**

- 5.2.1. **Claims Made Coverage:** If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination, or cancellation.

- 5.2.2. Insurer Financial Ratings: Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.
- 5.2.3. Additional Insured: The General Liability policy must be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.
- 5.2.4. Waiver of Subrogation: Commercial General Liability and Workers' Compensation coverages must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the Contractor.
- 5.2.5. Primary Insurance: The Required Insurance policies, with respect to any claims related to this Contract, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR).
- 5.2.6. Subcontractors: Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.
- 5.3. Verification of Coverage:
- 5.3.1. Certificates: Insurer or Broker of Contractor must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:
- The Pima County tracking number for this Contract, which is shown on the first page of the Contract, and a project description, in the body of the Certificate,
 - A notation of policy deductibles or SIRs relating to the specific policy, and
 - Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its Agents.
- 5.3.2. Timing of Coverage: Each Required Insurance policy and appropriate endorsements must be in effect not less than 15 days prior to commencement of work under this Contract.

- 5.3.3. Renewal Certificate: A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date, along with actual copies of the additional-insured and waiver-of-subrogation endorsements.
- 5.3.4. Policies: County reserves the right to, at any time; require complete copies of any or all Required Insurance policies.
- 5.3.5. Cancellation Notice: Contractor must notify the County in advance, in writing, if a Required Insurance policy will expire, be cancelled, be suspended, or be materially changed. The notice must be provided to the County by the earlier of (a) 30 days before the change will take effect, and (b) 2 business days after Contractor receives notice of the change from its insurer. For cancellation for non-payment, Insurer must provide County with written notice ten (10) days prior to cancellation of policy.
- 5.4. Approval and Modifications: The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to receive a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.
6. Indemnification. To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense, and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.
7. Laws and Regulations.
- 7.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards, and Executive Orders.
- 7.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 7.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be brought in the appropriate court of the State of Arizona in Pima County.

8. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents, or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
9. **Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
10. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
11. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor 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.
12. **Americans with Disabilities Act.** Contractor 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.
13. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
14. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's full and complete performance under this Contract, or to take any action based on the other party's failure to fully and completely perform, 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.
15. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
16. **Termination by County.**
 - 16.1. Without Cause. County may terminate this Contract at any time, with or without cause, by serving a written notice upon Contractor at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.

- 16.2. **With Cause.** County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.
- 16.3. **Non-Appropriation.** Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason 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 will have no further obligation to Contractor, other than to pay for services rendered prior to termination.
17. **Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:
- | | |
|---|-------------------------|
| County: | Contractor: |
| Jeff Prevatt, Deputy Director | Carl Harrison, Director |
| Regional Waste Water Reclamation Department | Harrison Trucking, Inc. |
| 7101 N Casa Grande Hwy | PO Box 361 |
| Tucson, AZ 85743 | Rillito, AZ 85654 |
| 520.724.6060 | 520.631.7833 |
18. **Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
19. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. 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.
20. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
21. **Books and Records.** Contractor 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. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
22. **Public Records.**
- 22.1. **Disclosure.** Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 22.2. **Records Marked Confidential; Notice and Protective Order.** If Contractor reasonably believes that some of those records contain proprietary, trade-secret, or otherwise-confidential information, Contractor must prominently mark those records

"CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

23. Legal Arizona Workers Act Compliance.

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

23.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

23.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor'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 Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor 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 retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

23.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 23 by including a provision in each subcontract substantially in the following form:

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

24. Grant Compliance. "Not Applicable"

25. Amendment. The parties may modify, amend, alter, or extend this Contract only by a written amendment signed by the parties.

26. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

PIMA COUNTY

Chairman, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

CHARLES WESSELHOFT

Print DCA Name

JUL 30 2019

Date

CONTRACTOR



Authorized Officer Signature

Carl Harrison Corp Secretary
Printed Name and Title

7-31-19
Date

Exhibit A – Scope of Services (Pages/3)

Background:

The Regional Biosolids Management Facility (RBMF) is located at Tres Rios Water Reclamation Facility (WRF), 7101 N. Casa Grande Highway, Tucson, Arizona 85743.

The Biosolids are generated from the treatment of wastewater at multiple County wastewater facilities (WRF) including its two (2) major facilities, Tres Rios WRF and Agua Nueva WRF, plus five of its Sub-Regional Water Reclamation Facilities.

Pima County's Biosolids have consistently met the regulatory requirement for Class B Biosolids pathogen reduction, and the regulated pollutant concentrations have been significantly below the regulatory limits. The Biosolids are conditioned with polymer and pumped into centrifuge decanters; the decanters reduce the moisture content in the Biosolids, hence they solids content. The goal is to achieve between 18 and 25 percent solids. The resulting Biosolids Cake is pumped into one of three (3) temporary storage silos that provide storage capacity for up to 30 hours of Cake production. The average daily number of Cake loads produced is nine (9) loads, at twenty five (25) tons per load. The maximum number of loads in a 24-hour period can reach fifteen (15) loads.

Intent:

The Contractor will provide all personnel, materials, and equipment necessary to transport and dispose of bulk Biosolids produced at the Regional Biosolids Management Facility (RBMF).

The services include the Contractor loading; hauling; preparing load manifest; weighing; securing the load; securing approval of the disposal site; delivering to the disposal site and record keeping.

The services to be provided by the Contractor include but are not limited to, the following:

- A. Contractor will furnish all labor, materials, and equipment, including but not limited to those resources required to remove and haul the Biosolids stored at the RBMF facility.
- B. As required by County the Contractor will load, weigh, and haul Biosolids stored at the RBMF and deliver to the disposal site, RAD Landfill located in Red Rock.
- C. Communicate daily with Pima County the time of arrival of the first transport vehicle, the number of transport vehicles planned for the day and the estimated round-trip travel time.
- D. Obtain and maintain all approvals, permits, and licenses required to perform every aspect of Contractor's operation including ensuring that all disposal sites are and remain properly registered.
- E. Maintain all record-keeping required by regulation or by the terms of this Agreement.
- F. Accept Biosolids as the County provides to the Contractor

Contractor Responsibilities:

1. Ensure access to a contracted facility authorized to accept Biosolids is in place for them to utilize.
2. Train associates on:
 - a. Ready the equipment for loading at the Cake load-out bay;
 - b. Taring and weighing the trucks;
 - c. Securing the transport equipment, and
 - d. Spill management procedures.
3. Instruct staff and its associates on the occupational safety working with Biosolids.
4. Contractor and its associates maintain emergency contact lists in the event of a spill or a collision.
5. Maintain emergency contact lists in the event of a spill or a collision. Changes to this contact list must be provided to County within 24 hours. Emergency list to include Contractor's staff and associates.
6. Maintain written spill management procedure in each transport vehicle.
7. Contractor's personnel must attend a plant safety briefing sponsored by Pima County prior to coming on RWRD Plant sites. Contractor will contact the County employee designated as the RWRD Treatment point of Contact prior to visit.

8. Contractor's employees are required to swipe in at County controlled access points in compliance with Pima County Security Procedures. At a minimum, this requires no tail-gating into the facility.
9. Contractor will be required to provide their own Personal Protective Equipment (PPE) and wear the required PPE at all times while on site performing services. PPE may include, but not limited to, hard hats, fall protection equipment and gear, steel toe boots, safety vest, eye protection, and hearing protection.
10. Contractor's vehicles must be clearly marked on the outside or windshield of the vehicle. The use of decals/magnets identifying the vendor name or a sign displayed in the front window. Decals smaller than 8.5 inches by 11 inches will not be accepted.
11. Contractor is to leave a clean work site at the silo(s) where loading and weighing is conducted, at the industrial scale where weighing is conducted and while on any RWRD premises. Any materials spills are to be immediately reported to the County employee designated as the RWRD Treatment point of Contact. All debris shall be disposed of by the Contractor at the Contractor's expense. All materials, tools, equipment, etc., shall be removed or safely stored, if storage permission had been granted.
12. The County is not responsible for theft or damage to vendor's property.
13. All possible safety hazards to workers or the public shall be corrected immediately, and the premises left hazard-free at the end of each workday.
14. Contractor must provide all their own personnel, materials, and equipment to perform the necessary steps for loading; weighing; securing the load; preparing load manifest and transporting the Biosolids at no additional cost to Pima County.
15. Contractor shall be responsible for the safety of their employees at all times.
16. RWRD site entry is restricted to authorized persons; visitor to Tres Rios WRF must sign in at Administration Building. A proper identification such as a driver's license, a commercial driver's license, or a passport is required at sign-in counter.
17. All chemicals used on RWRD Treatment Facilities require the Contractor to submit the safety data sheet to the RWRD Treatment Point of Contact for approval prior to application.
18. RWRD prohibits smoking and e-cigarette/vaping devices, use of chewing/smokeless tobacco, alcohol, drugs, and weapons on all its facilities.
19. Contractor is responsible for providing copies of driver's CDLs to County and updated documents when changes occur within 24 hours.
20. Contractor provides direction, verbal and written, as necessary, to support the activities of the Biosolids management program and maintain the continuous operation of the Tres Rios WRF.
21. Pima County expects a Four-hour (4) response time from the initiation of the request for service. Service must be available 7-days per week (24 hours per day as needed). Normal Pima County holidays do not fall under this requirement and are exempt from support without advanced planning from the County.
22. Contractor will provide sufficient service to potentially support the movement of ten (10) full trucks per day, when called. Each load requires an average of twenty five (25) tons to be moved.

County Responsibilities:

- A. Provide dewatered secondary sludge Cake from its RBMF at Tres Rios WRF.
- B. Provide and maintain Cake Biosolids storage tanks, piping, pumps, and tanker truck loading systems.
- C. Provide and maintain Biosolids Cake silos and truck loading discharge system.
- D. Provide, maintain, and calibrate the vehicle Weigh Scale Station.
- E. Provide electrical service to Biosolids pumps, loading valves and vehicle weigh-scale station.
- F. Provide access to Biosolids loading systems; including maintenance of access roads and gates.
- G. Provide Biosolids sample analysis laboratory reports of solids, as required by Contractor.
- H. Measure and record daily discharge of Biosolids into transfer tanks and silos.
- I. Receive, review and process invoices, and pay the Contractor based on approved invoices.
- J. Receive and act accordingly on all notifications and on all reasonable RBMF maintenance requests and requests for information received from the Contractor in writing.
- K. Receive and archive Biosolids data, notices, records, reports, and other information prepared by the Contractor for submission to any third party.

- L. Direct the Contractor on the handling of the Biosolids reserved for use by PCRWRD.
- M. Inspect any facilities, equipment, practices, or operations used in the treatment, storage, use, or disposal by the Contractor.
- N. Provide a primary contact for all communications and correspondence.
- O. County will provide the use of the County owned Trinity Trailer only after:
 - o Agreement of guidelines and responsibilities are established and agreed to by all parties
 - o Pima County Risk Management provides concurrence of its use by a 3rd party
 - o Insurance requirements are met
 - o County will be responsible for any and all repairs/services required for the Trinity Trailer.
 - o Contractor must have sufficient insurance coverage in the event they are liable for any damages

End of Exhibit A