



BID DOCUMENTS

INVITATION FOR BID (IFB) No. 198029

TANGERINE LANDFILL FINAL CLOSURE PLAN

JANUARY 28, 2015

**Pima County Procurement Department
Design & Construction Division
130 West Congress Street, 3rd Floor,
Mail Stop DT-AB3-126, Tucson, Arizona 85701
(520) 724-3731 / Fax (520) 724-4434**

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ADDITIONAL DOCUMENTS:

1. Tangerine Landfill Closure Plans prepared by Cornerstone Environmental dated December 2015 (10 pages).
2. Tangerine LF Closure Project Specifications prepared by Cornerstone Environmental dated December 2015 (88 pages).
3. Master Facility Plan Approval No. 10007600.06 prepared by Arizona Department of Environmental Quality dated February 27, 2014 (18 pages).
4. Small Business Enterprise Documents revised December 2014 (13 pages).

NOTICE OF INVITATION FOR BID
INVITATION FOR BID (IFB) No. 198029 – TANGERINE LANDFILL FINAL CLOSURE PLAN

BID CLOSING DATE: Sealed bids for **Invitation for Bid (IFB) No. 198029 TANGERINE LANDFILL FINAL CLOSURE PLAN** for Pima County Department of Environmental Quality will be received at Pima County Procurement, 130 W. Congress, 3rd Floor, Tucson, Arizona 85701 on **JANUARY 28, 2016 at or before 2:00 pm local Tucson time.**

BID BOND: Bids must be accompanied by an original bid guarantee of ten percent (10%) of the TOTAL BID amount (Total Bid is defined as the sum of the Base Bid Amount. Pima County accepts the forms of bid guarantee provided in A.R.S. § 34-201(A) (3).

DESCRIPTION: This Project includes all work necessary to establish the final landfill cover at the Tangerine Landfill. This includes relocation of waste in accordance with the plans, subgrade preparation, construction of the final landfill cover to meet minimum thickness requirements, dust control, including use of a street sweeper at the exit to Tangerine Road, construction of storm water management controls, extension of the leachate collection system risers, re-vegetation of the final cover and development of as-builts. All work is to be completed pursuant to the Plans and Specifications dated December 2015 by Cornerstone Environmental.

The total construction cost of this project is estimated at \$1,700,000.00. All work for the project is to be completed and in place within 120 calendar days from the date of Notice to Proceed. Barring unforeseen circumstances, award to the responsible bidder submitting the low responsive bid, and execution of contract is expected within 6 weeks of the opening date. Liquidated damages for late delivery will be assessed per Article of General Conditions. The low responsive responsible bidder must submit a copy of its proposed Critical Path Method (CPM) schedule preferably in Microsoft Project® to the County Construction Manager upon request.

The contractor must have the appropriate license issued by the State of Arizona Registrar of Contractors in order to bid and maintain same through the duration of the project. Failure to have the appropriate license at the time of bid opening may result in rejection of the bid without further recourse and award of the contract to the next low responsive, responsible bidder. Pima County reserves the right to reject any and all bids or to withhold the award for any reason.

MINIMUM QUALIFICATIONS: All work must be performed in compliance with the Master Facility Plan Approval (MFPA) #100007600.06 issued by the Arizona Department of Environmental Quality (ADEQ) for the Tangerine Landfill Site. Contractor must be familiar with and comply with the requirements of the MFPA, particularly Sections 3.3 and 3.4. The MFPA has been provided as an attachment to this IFB. The Contractor shall employ an on-site supervisor with a minimum of three years of experience operating a Municipal Solid Waste Landfill subject to the permitting requirements of ADEQ and/or similar permitting requirements from other states pertaining to the operation of municipal solid waste landfills.

SBE GOAL: A minimum goal of **Three Percent (3%)** for participation by Small Business Enterprises (SBE) as a percentage of Base Bid has been established for this project. The SBE documents attached to this IFB contain **forms that must be fully completed and included with bids.**

PRE-BID MEETING: **January 13, 2016 at 10:00 AM Local Tucson Time** at 130 West Congress, Tucson, Arizona 85701. Although this pre-bid meeting is not mandatory, **all interested bidders and subcontractors are strongly encouraged to attend.**

WHERE TO OBTAIN: Bid Documents, specifications and plans are available at **Arc Reprographics Company (ARC), 3955 East Speedway Boulevard, #102, Tucson, Arizona 85712**, P:(520) 327-6700. The first set of documents may be obtained upon submission of a refundable deposit which must be in the form of a check drawn payable to Pima County in the amount of **\$50.00**. **Deposits will be returned upon return of a complete set of Bid Documents, plans and specifications in good order to ARC within two weeks of the date of bid opening.** Additional sets may be purchased directly from ARC; cost for additional documents is non-refundable.

LICENSING: All bidders must hold a valid license issued by the State of Arizona Registrar of Contractors and maintain same throughout the duration of the contract term. Failure to maintain said license may be grounds for default of the contract and subsequent termination.

Pima County reserves the right to reject any and all bids or to withhold the award for any reason.

/s/ Ana Wilber

Ana Wilber
Commodity / Contracts Officer

PUBLISH: The Daily Territorial: December 31, 2015 and January 4, 5, and 6, 2016

INSTRUCTIONS TO BIDDERS (5 Pages)

1. DATE AND PLACE FOR OPENING BIDS:

Sealed bids for **TANGERINE LANDFILL FINAL CLOSURE PLAN** will be received at the **Pima County Procurement Department, Design and Construction Division, Pima County Administration Building, 130 West Congress Street, 3rd Floor, Tucson, Arizona 85701**, at or before the time and date specified in the "NOTICE OF INVITATION FOR BID", at which time bids will be opened and publicly read. Late bids will not be considered, and will be returned unopened.

2. PRE-BID MEETING

There will be a **Pre-Bid Meeting** on the date and at the time specified in the Notice of Invitation for Bid. The meeting will be held at the place specified in the Notice of Invitation for Bid.

3. OMISSIONS, DISCREPANCIES, INTERPRETATIONS AND ADDENDA

In the event the bidder has questions or discovers an apparent error or omission in the specifications or plans, or be in doubt as to their meaning, the bidder shall submit their question or comment in writing to: Ana Wilber, Commodity/Contracts Officer, Pima County Procurement Department, Design and Construction Division offices, County Administration Building, Mailstop DT-AB3-126, 130 W. Congress, 3rd floor, Tucson, Arizona 85701, Fax 520-791-6508, or email ana.wilber@pima.gov. Requests received seven (7) calendar days or less prior to the original deadline for receiving bids may not be addressed. Any clarifications or interpretations of this solicitation that materially affect or change the scope or intent will be issued via addenda and posted by the County on the County's web site (www.pima.gov/procure/ifbrfp-dc.htm). County will make an effort to notify proposers of addenda; however, it cannot guarantee that every potential respondent will be notified each time. Therefore, it is the responsibility of all respondents to check the website periodically for addenda and to obtain this information in a timely manner. Failure to acknowledge any or all addenda may be cause for rejection of the proposal.

No oral interpretations shall be made to any bidder as to the meaning of any of the bid documents, or be effective to modify any of the provisions of the bid documents.

4. BID SUBMISSION

The bidder shall complete in the requested manner and submit its bid for the work under this contract on **EXHIBIT "B" BID SCHEDULE** included in these bid documents. In the event of a conflict between requested written and typewritten number, the writing shall govern. All of the figures shall be in ink or typed. All revisions or corrections to figures on the bidding schedule shall be initialed in ink by an authorized officer or agent of the bidder. All signatures must be in ink by an individual duly authorized to bind the firm. Bidders are advised that conditional bids that do not conform with or that request exceptions to the published solicitation and addenda including the sample contract may be considered non-responsive and not evaluated.

Bids consist of the following information:

- a. Minimum Qualifications;
- b. Exhibit "B" Bid Schedule;
- c. Contractor Information Page;
- d. Bids must be accompanied by an **original certified check, cashier's check or surety bond for ten percent (10%) of the amount of the Total Bid Amount made payable to Pima County** pursuant to A.R.S. § 34-201(A)(3). The Arizona Statutory Bid Bond form included in these documents is included for surety bonds. Bonding companies must be licensed in Arizona;
- e. List of Subcontractors;
- f. Small Business Enterprise (SBE)
 - Assurances Verification (**SEE SBE DOCUMENTS**);
 - Statement of Proposed SBE Utilization (**SEE SBE DOCUMENTS**)
 - If unable to meet the goal, Certificate of Good Faith Effort/Request for Waiver (**SEE SBE Documents**)

In order to ensure consideration, the bid should be enclosed in a sealed envelope addressed to the Pima County Procurement Department and marked: **"IFB No. 198029 TANGERINE LANDFILL FINAL CLOSURE PLAN."**

5. PRICES

Unit prices are to include the furnishing of all materials, plant, equipment, tools, all applicable taxes, bonds, and the performance of all labor and services necessary or proper for the completion of the work, unless otherwise expressly provided in these bid documents.

6. DATE AND PLACE FOR OPENING BIDS

Pursuant to the "Notice of Invitation for Bid," sealed bids for performing the work will be received and opened at the Pima County Procurement Department Design and Construction Division offices, County Administration Building, 130 W. Congress, 3rd Floor, Tucson, Arizona 85701. This facility is wheelchair accessible. Upon request, five (5) working days prior to bid opening, a signer will be provided for the hearing impaired.

Bids will be received until the date and time stated in the Notice of Invitation for Bid. Bids will be opened publicly and read immediately thereafter. Late bids will not be considered, and will be returned unopened.

7. EVALUATION AND AWARD

Bidders shall guarantee bid prices for seventy-five (75) calendar days after the date of bid opening to allow adequate time for evaluation and award. If in the best interests of the County, the bid shall be recommended for award to the lowest, most responsive, responsible bidder, on the basis of the Total Bid Amount. Mistakes in bids shall be handled in accordance with § 11.12.010(G) of the Pima County Procurement Code. The County reserves the right to reject any and all proposals or to withhold the award for any reason.

The Pima County Procurement Department will return the Bid Guaranty of unsuccessful bidders as soon as practical after the opening of Bids and the determination of the low bidder.

Following approval of award by the Pima County Board of Supervisors, the Pima County Procurement Department Design and Construction Division will issue a Notice of Award to the successful bidder. This act constitutes the acceptance of a bid. The acceptance of a bid shall bind the successful bidder to execute the contract and complete the work at the price bid within the time stipulated or be responsible for liquidated damages as provided. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution by the County.

8. TIME FOR EXECUTING A CONTRACT

The successful bidder will be required to execute the contract and return it to the Pima County Procurement Department, Design and Construction Division within ten (10) days after receipt of Notice of Award, complete with required bond forms and insurance certificates. Failure or neglect to do so shall constitute a breach of the contract and may result in termination.

9. PROPRIETARY SPECIFICATIONS-SUBSTITUTIONS AND PRIOR APPROVAL OF ALTERNATIVE PRODUCTS PROCEDURES

It is the intent that these Bid Documents comply with the provisions of the Arizona Revised Statutes, as amended, prohibiting the use of specifications proprietary to one supplier, distributor or manufacturer. When a specific reference to an article, manufacturer, proprietary name, device, product, material or fixture is made in these documents, it is to establish a standard of quality and shall not be construed as limiting competition, and is only used to describe more clearly the intended result.

Substitute products, materials, appliances, equipment, fixtures, or systems will be considered for prior approval. Any bidding contractor desiring to obtain prior approval(s) shall, at least eight (8) calendar days prior to the original deadline for receiving bids, submit, in a sealed envelope, catalog cuts, shop drawings, or other descriptive

literature for products, materials, appliances, equipment, fixtures, or systems for which the bidder wished to make substitution. The bidder shall make request to County in triplicate on copies of form included. Submittal(s) shall include a complete and adequate analysis showing point-for-point comparison to specified item(s) or system(s) and shall prove equality or superiority. Include related Section and Drawing number(s), and fully document compliance with requirements for substitutions. Include product data/drawings, description of methods, samples where applicable, statement of effect on construction time (if any) and coordination with other affected Work. Anything less than the above submittal requirements will not be considered. If available, the bidder shall include identification of previous local use of proposed substitutions with dates and names of owner.

- A. Direct submittals from subcontractor's, material vendors, or manufacturers will not be accepted. All prior approval requests shall be made by bidding general contractors. Submissions from subcontractors or suppliers will not be considered.
- B. The County will be the sole judge of equivalency of proposed substitution(s).
- C. Prior to making a prior approval request, bidder shall satisfy itself that the item or system the bidder proposes is, in the bidder's best judgment, equal to that specified; that it will fit into space allocated; that it affords comparable ease of operation, maintenance, and service; that its appearance, longevity, and suitability for climate and use are comparable to that specified; and that substitution is in County's best interest.
- D. Manufacturer's data, which is readily available to the County, is not sufficient for establishing proof of quality.
- E. The bidder may be required to provide laboratory test data performed by a nationally recognized independent testing laboratory known for its testing expertise. Laboratory tests shall include types of materials used in substitute item or system, including thickness and strength, and a direct comparison to item or system specified for capacities, capabilities, coatings, functions, life cycle usage, and operations.
- F. Burden of proof that a proposed substitution is equal to a specified item or system shall be upon Contractor, who shall support the request with sufficient test data, samples, brochures, and other means to permit a fair and equitable decision on merits of proposal.
- G. The County Procurement Department will notify bidders of acceptance via a written addendum to the Bid Documents listing accepted substitutions.

Acceptance of substitutions shall not relieve Contractor from responsibility for complying with all other requirements of the Bid documents and coordinating substitution(s) with adjacent materials and other affected equipment.

Submit substitution requests to:
Ana Wilber, Commodity/Contracts Officer
Pima County Procurement Department, Design and Construction Division
130 W. Congress, 3rd Floor
Tucson, Arizona 85701

CLEARLY IDENTIFY ON SUBMITTAL ENVELOPE THAT IT CONTAINS A SUBSTITUTION REQUEST or the package may be mistaken for a bid and not be opened.

10. NON-COLLUSION

Each bidder, by signing and submitting a bid, is certifying that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with this bid.

11. SUBCONTRACTORS

Pima County does not support post-bid price competition (i.e. "bid shopping"). To discourage "bid shopping" on construction projects, the apparent low bidder must submit, by 2:00 P.M. local Tucson time on the first full business day following bid opening, a list of all first tier subcontractors with whom the bidder intends to subcontract for more than one percent (1%) of their total bid amount or \$10,000.00 whichever is greater. The list must be submitted on the form included in these bid documents and provide each subcontractor's name, license number(s), type of work and the dollar amount of their subcontract(s). Failure to submit the required list by the deadline shall result in the bidder being declared ineligible for award unless the County determines it would be contrary to the County's interests.

If the apparent low bid is nonresponsive or the bidder is otherwise ineligible for award, the County will notify the next low responsive bid submitted by a responsible bidder to submit their subcontractor list by 2:00 P.M. local time on the first full business day following actual notice of the requirement.

Submission of the subcontractor list shall constitute certification that the listed subcontractors will perform work on the project in an amount reasonably close to that stated on the subcontractor list. No subcontractor may be added or changed without the prior written approval of the County subsequent to review and approval by the Administering Department Director and Procurement Director. Substitution of non-SBE subcontractors may be approved at the discretion of the County for reasons including but not limited to, availability, insolvency or any other reason deemed to be in the best interest of the County. Approval for substitution of SBE subcontractors that are listed on the Bidders Statement of Proposed SBE Utilization submitted with the bid will only be granted if the provisions of Title 20.28.050 of the Pima County Code have been met.

12. SUSPENSION & DEBARMENT

By submitting this bid, the bidder is certifying that neither it nor any of its principals are currently suspended or debarred, or under consideration for suspension or debarment, by any public agency or entity at the local, state or Federal level. The County Board of Supervisors reserves the right to reject the bid/proposal response of any persons or corporations who have previously defaulted on any contract with Pima County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in Pima County Code Chapter 11.28 and 11.32.

13. ARIZONA CONTRACTOR'S LICENSE

The contractor must have the appropriate license issued by the State of Arizona Registrar of Contractors in order to bid and maintain same through the duration of the project. Failure to have the appropriate license at the time of bid opening may result in rejection of the bid without further recourse and award of the contract to the next low responsive, responsible bidder.

14. UNBALANCED BIDS

The County reserves the right to reject a bid as non-responsive if the prices bid are materially unbalanced between line items. A bid is materially unbalanced when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated and there is a reasonable doubt that the bid will result in the lowest overall cost to County, even though it may be the low evaluated bid.

15. JOINT VENTURES

Bidders that submit a bid as a Joint Venture must include a copy of the Joint Venture Agreement at the time of bid. The bid must be executed by the Joint Venture Partners or by one Joint Venture Partner with a letter of authorization from the other Joint Venture Partners. The bid bond must be presented in the Joint Venture's name as the Principal.

16. PUBLIC INFORMATION

Responses to this solicitation shall be considered public information after award and execution of the contract. Handling of confidential information is reflected in Article 28 of the sample contract included in this solicitation.

17. VENDOR REGISTRATION

Pima County has implemented an internet-based vendor registration system for Pima County Vendor Self Service (VSS). This system allows Vendors to create and maintain their own Vendor record online using a standard internet browser. The internet link for Vendor Registration is <http://www.pima.gov/procure/venreg.htm> . All Contractors must register in VSS.

18. PIMA COUNTY ONESTOP SYSTEM

Pima County One Stop often has professional and administrative staff, managers, and experienced construction supervisors and workers available for immediate hire. Call (520) 243-6700 or contact One Stop at <http://webcms.pima.gov/cms/one.aspx?portalId=169&pageId=18397>

END OF INSTRUCTIONS TO BIDDERS

REQUEST FOR PRIOR APPROVAL OF SUBSTITUTE ITEMS OR SYSTEMS (1 Page)

REQUESTS FOR PRIOR APPROVAL MUST BE SUBMITTED IN ACCORDANCE WITH THE INSTRUCTIONS TO BIDDERS AND ARE DUE EIGHT (8) CALENDAR DAYS PRIOR TO THE ORIGINAL BID OPENING DATE, MEANING FULLY COMPLETED SIGNED REQUESTS ARE DUE AT OR BEFORE 5:00 PM LOCAL TUCSON TIME ON JANUARY 20, 2016.

PROJECT: IFB No. 19029 TANGERINE LANDFILL FINAL CLOSURE PLAN

TO: Ana Wilber
Commodity / Contract Officer
Pima County Procurement Design and Construction
130 W. Congress, 3rd Floor
Mail Stop DT-AB3-126
Tucson, Arizona 85701
Ana.Wilber@pima.gov

[Subcontractor] [Material Vendor] [Manufacturer]: _____

Item or System: _____

Specification Section Reference: _____

Drawing Reference: _____

Affect, if any, on Construction Time: _____

Summary of Related Work Requiring Coordination (if any): _____

(Contractor shall assume responsibility for complete coordination with Work of all trades involved if Request for Prior Approval is approved.)

Attached documentation: The following is herewith attached to provide complete documentation of requested substitution. (Indicate with a check next to those documents attached.)

- | | |
|--------------------------------------|-------------------------|
| 1. Point-for-Point Comparison: _____ | 4. Shop Drawings: _____ |
| 2. Product Data: _____ | 5. Test Reports: _____ |
| 3. Samples: _____ | 6. Other: _____ |

SIGNATURE: _____ DATE: _____

PRINTED NAME & TITLE: _____

FIRM NAME: _____

MINIMUM QUALIFICATIONS (1 Page)

<u>MINIMUM QUALIFICATIONS</u>
<u>Minimum Qualification #1</u>
All work must be performed in compliance with the Master Facility Plan Approval (MFPA) #100007600.06 issued by the Arizona Department of Environmental Quality (ADEQ) for the Tangerine Landfill Site. Contractor must be familiar with and comply with the requirements of the MFPA, particularly Sections 3.3 and 3.4. The MFPA has been provided as an attachment to this IFB. The Contractor shall employ an on-site supervisor with a minimum of three years of experience operating a Municipal Solid Waste Landfill subject to the permitting requirements of ADEQ and/or similar permitting requirements from other states pertaining to the operation of municipal solid waste landfills.
<u>Compliance with MQ 1: Yes No</u>
Each respondent must certify that their team/firm is familiar with the requirements of MFPA # 10007600.06 and also provide a resume of their proposed on-site supervisor that clearly demonstrates that he/she has sufficient experience to meet these requirements.

EXHIBIT "B" BID SCHEDULE (1 Page)

INVITATION FOR BID No. 198029 – TANGERINE LANDFILL FINAL CLOSURE PLAN

ITEM NO	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Mobilization/Demobilization	LS	1		
2	Surveying	LS	1		
3	AZPDES	LS	1		
4	Waste Relocation	CY	13990		
5	Staking Rods	EA	241		
6	Final Cover Soil	CY	261000		
7	Engineered Fill	CY	8030		
8	General Fill	CY	5250		
9	Downchute	LF	1770		
10	Excavation/Stockpiling	CY	1750		
11	Pipe Culverts	LF	128		
12	6" Riprap	SY	40		
13	3" Riprap	SY	45		
14	Downchute Road Crossings	EA	7		
15	Concrete Dip Crossings	LS	1		
16	Extend Leachate Risers	LS	1		
17	ADOT Half-Barrier Walls	LF	325		
18	Re-vegetation	SY	271000		
TOTAL BID AMOUNT					

The prices are to include the furnishing of all materials, plant, equipment, tools, scaffolds, and all other facilities, all applicable taxes, insurance and bonds, and the performance of all labor and services necessary for proper completion of the work.

BIDDER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Any bid that fails to acknowledge any addendum that directly affects cost, scope or schedule will be rejected as nonresponsive.

Addendum #	By (Bidder Initials)	Date	Addendum#	By (Bidder Initials)	Date

BIDS MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR REPRESENTATIVE

Bidder hereby certifies that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

Signature of Bidder: _____

Printed Name: _____ Date: _____

Firm Name: _____

End of Exhibit "B"

CONTRACTOR INFORMATION (1 Page)

COMPANY NAME: _____

NAME & TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX NO: _____

EMAIL ADDRESS: _____

CORPORATE HEADQUARTERS (CITY, STATE) _____

NAME OF PERSON TO CONTACT FOR WORK ORDERS/SCHEDULING _____

Contractor possesses the following license(s) to perform the work specified herein as required by the Arizona Registrar of Contractors

License Number: _____ Class: _____

License Number: _____ Class: _____

License Number: _____ Class: _____

End of Contractor information

ARIZONA STATUTORY BID BOND
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES
(Penalty of this bond must not be less than be 10% of bid amount)

KNOW ALL MEN BY THESE PRESENTS THAT: _____

(hereinafter "Principal"), as Principal, and _____

(hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____, with its principal offices in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Pima County, Arizona (hereinafter "Obligee"), in the sum of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the work titled:

IFB No. 198029 TANGERINE LANDFILL CLOSURE PLAN

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this _____ day of _____, 20____.

Principal By: _____

Surety By: _____

SMALL BUSINESS ENTERPRISE DOCUMENTS (1 Page)
(See attached document entitled "Small Business Enterprise Documents")

SAMPLE CONTRACT (10 Pages)

PIMA COUNTY DEPARTMENT OF ENVIRONMENTAL QUALITY	
PROJECT: TANGERINE LANDFILL CLOSURE PLAN	
CONTRACTOR:	
AMOUNT:	(Stamp Here)

CONSTRUCTION SERVICES AGREEMENT

This CONTRACT is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and _____ hereinafter called CONTRACTOR, and collectively called the Parties.

W I T N E S S E T H

WHEREAS, COUNTY requires the services of a CONTRACTOR for the above named project to provide all labor, tools and equipment necessary for TANGERINE LANDFILL FINAL CLOSURE PLAN located in Pima County, Arizona; and

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

WHEREAS, CONTRACTOR submitted the lowest responsive bid to COUNTY in response to Pima County Invitation to Bid No. 198029 for said work.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 - TERM AND EXTENSION/RENEWAL/CHANGES

This Contract, as approved by the Board of Supervisors on [MM/YY/DD], shall commence on [MM/DD/YY], and shall terminate on [MM/DD/YY], unless sooner terminated or further extended for the purposes of project completion. Any modification or extension shall be by formal written amendment executed by the parties hereto.

Construction completion time for the work to be performed under this Contract shall be 120 calendar days from the date of Notice to Proceed. Liquidated damages will be assessed based upon the construction completion time.

COUNTY shall have the option to extend the Contract termination date for purposes of project completion. Any modification or extension of the contract termination date shall be by formal written amendment executed by the parties hereto. Change orders must be approved by the Procurement Director or the Board of Supervisors, as required by the Pima County Procurement Code, before the work under the change commences.

ARTICLE 2 - SCOPE OF SERVICES

CONTRACTOR shall provide for the COUNTY all labor, materials and equipment necessary to perform the work provided in **Exhibit "A" Scope of Services (1 page), Exhibit "C" General Conditions (14 pages)**, Solicitation No. 198029 Bid Documents any issued Addenda, Details for Public Improvements 2014 Edition, and other documents incorporated into this Contract, all made a part hereof.

ARTICLE 3 - COMPENSATION AND PAYMENT

In consideration of the services specified in this Contract, the COUNTY agrees to pay CONTRACTOR in the manner hereinafter specified.

CONTRACTOR shall provide detailed documentation in support of requested payment. Payments will be made in accordance with A.R.S. § 34-221.

Payment for this Contract will be made based on **EXHIBIT "B" Bid Schedule (1 page)** submitted by Contractor in response to Solicitation No. 198029, attached hereto and made part of this Contract. Line items for which the "Unit" is defined as L.S. will be paid as "Lump Sum". Other line items for which the "unit" is defined as a unit of measure (i.e., "each", "L.F.", etc.) and for which there is a Unit Price, will be measured and paid at the unit price for the actual quantity of work performed in accordance with the Standard Specifications. The quantities of unit-priced items stated in the bid schedule are estimates only and the actual quantities may be either less or more than stated in the Bid Schedule.

Total payment for this Contract shall not exceed _____ (\$X,XXX,XXX.XX)

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.

CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR from liabilities that arise out of the performance of the work under this Contract. The CONTRACTOR is free to purchase additional insurance.

CONTRACTOR'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 CONTRACTOR from potential insurer insolvency.

4.1 Minimum Scope and Limits of Insurance:

CONTRACTOR 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 - \$500,000.

Note: The Workers' Compensation requirement will not apply to a CONTRACTOR that is exempt under A.R.S. § 23-901, and when such CONTRACTOR executes the appropriate COUNTY Sole Proprietor or Independent CONTRACTOR waiver form.

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 CONTRACTOR.
- 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 CONTRACTOR.
- 4.2.3 Primary Insurance Endorsement: The CONTRACTOR'S policies will stipulate that the insurance afforded the CONTRACTOR 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 CONTRACTOR will not limit the CONTRACTOR'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 CONTRACTOR 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 Pima County Procurement at 130 W Congress St, Tucson AZ 85701, Fax: 520-724-4434.

4.4 Verification of Coverage:

CONTRACTOR 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 Pima County Procurement. 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, CONTRACTOR shall indemnify, and hold 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 the CONTRACTOR, 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 shall not extend to the negligence of COUNTY, its agents, employees or indemnitees.

All warranty and indemnification obligations under this contract shall survive expiration or termination of the contract, unless expressly provided otherwise. The Parties agree that any indemnification provision inconsistent with A.R.S. § 34-226, as amended by Laws, 51st Legislature (2013), 1st Regular Session, Ch. 0238, shall, in all cases, not be void, but shall be interpreted and applied as if it were consistent with A.R.S. § 34-226.

ARTICLE 6 - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all 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 shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in Superior Court in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

ARTICLE 7 - INDEPENDENT CONTRACTOR STATUS

The status of CONTRACTOR shall be that of an independent contractor. Neither CONTRACTOR, nor CONTRACTOR's officers, agents or employees shall be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. CONTRACTOR shall be responsible for payment of all federal, state, and local taxes associated with compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR'S failure to pay such taxes. Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Contract.

ARTICLE 8 - CONTRACTOR/SUBCONTRACTOR PERFORMANCE

CONTRACTOR shall perform the work with the degree of care and skill which a licensed contractor in Arizona would exercise under similar conditions. CONTRACTOR shall employ suitably trained and skilled personnel to perform all services under this Contract.

CONTRACTOR shall ensure that all Subcontractors have the appropriate and current license issued by the Arizona Registrar of Contractors for work they perform under this contract. CONTRACTOR shall not permit any subcontractor to perform work that does not fall within the scope of the Subcontractor's license, except as may be permitted under the rules of the Registrar of Contractors. CONTRACTOR shall not subcontract with any subcontractor appearing on the Excluded Parties List System to perform work under this Contract at any tier.

CONTRACTOR will be fully responsible for all acts and omissions of its Subcontractor(s) and of persons directly or indirectly employed by Subcontractor and of persons for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create 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.

CONTRACTOR will perform the work under this Contract using the subcontractors named on the List of Subcontractors submitted by CONTRACTOR unless the change in subcontractors has been justified to and approved by the COUNTY. No subcontractor may be added or changed without the prior written approval of the County subsequent to review and approval by the Administering Department Director and Procurement Director. Substitution of non-SBE subcontractors may be approved at the discretion of the County for reasons including but not limited to, availability, insolvency or any other reason deemed to be in the best interest of the County. Approval for substitution of SBE subcontractors that are listed on the Bidders Statement of Proposed SBE

Utilization submitted with the bid will only be granted if the provisions of Title 20.28.050 of the Pima County Code have been met.

ARTICLE 9 - ASSIGNMENT

CONTRACTOR shall not assign its rights to this Contract, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of the COUNTY, provided that such approval shall not be unreasonably withheld.

ARTICLE 10 - NON-DISCRIMINATION

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall 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 11 - AMERICANS WITH DISABILITIES ACT (ADA)

CONTRACTOR shall 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 CONTRACTOR is carrying out government programs or services on behalf of COUNTY, then CONTRACTOR shall maintain accessibility to the program to the same extent and degree that would be required of the 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 12 - 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 shall not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this contract.

ARTICLE 13 - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete compliance with any of the terms or provisions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as 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 shall not be construed as an accord and satisfaction.

ARTICLE 14 - 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.

ARTICLE 15 - TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONTRACTOR to cure a default under this Contract within 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 CONTRACTOR. In this event, COUNTY may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, or plant on the work site necessary for completing the work. The CONTRACTOR and its sureties shall be liable for any damage to the COUNTY resulting from CONTRACTOR's default, including any increased costs incurred by COUNTY in completing the work.

- B. The occurrence of any of the following shall constitute 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 workmen 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 remove any defective or deficient Material
 5. Failure to make prompt payment to subcontractors or suppliers for material or labor;
 6. Loss of contractor, 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 CONTRACTOR'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 CONTRACTOR, or CONTRACTOR 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 CONTRACTOR for this project shall become COUNTY's property and shall be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
 2. COUNTY may withhold payments to CONTRACTOR 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 CONTRACTOR is determined; and
 3. Subject to the immediately preceding subparagraph (2), COUNTY's liability to CONTRACTOR shall 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 the CONTRACTOR 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 the CONTRACTOR. 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 Contractor 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 subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the CONTRACTOR and the subcontractors or suppliers; and
 2. The CONTRACTOR, within three (3) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies the COUNTY in writing of the cause(s) therefor. In this circumstance, the COUNTY shall ascertain the facts and the extent of the resulting delay. If, in the judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.

- E. For the purposes of paragraph A above, "receipt of notice" shall include receipt by hand by CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR 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 shall, at the option of the COUNTY, become its property. If the Contract is terminated by COUNTY as provided herein, CONTRACTOR shall be paid an amount based on the time and expenses incurred by CONTRACTOR prior to the termination date, however, no payment shall be allowed for anticipated profit on unperformed services.

Notwithstanding any other provision of this Contract, this Contract may be terminated 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. COUNTY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

ARTICLE 17 - NOTICES

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

COUNTY:

Ursula Nelson, Director
Pima County Department of Environmental Quality
Public Works Building
33 N Stone Avenue, #700
Tucson, Arizona 85701
Tel: (520) 724-7454

CONTRACTOR:

<CONTRACTOR Contact, Position>
<CONTRACTOR Name>
<CONTRACTOR Address>
<City, State Zip>
<Tel: (XXX) XXX-XXXX>
<Fax: (XXX) XXX-XXXX>

ARTICLE 18 - NON-EXCLUSIVE CONTRACT

CONTRACTOR understands that this Contract is Non-Exclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

ARTICLE 19 - CONTRACT DOCUMENTS

A. INCORPORATION OF DOCUMENTS: CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided in IFB No. 198029 TANGERINE LANDFILL FINAL CLOSURE PLAN to include **EXHIBIT "A" SCOPE OF SERVICES (1 PAGE), EXHIBIT "B" BID SCHEDULE, BONDS (BID, PAYMENT, AND PERFORMANCE BONDS), EXHIBIT "C" - GENERAL CONDITIONS, SPECIAL PROVISIONS, PLANS, CONSTRUCTION DOCUMENTS, DRAWINGS AND SPECIFICATIONS, ADDENDA,** and on information provided in the CONTRACTOR response to this Solicitation. These documents are hereby incorporated into and made a part of this Contract by reference as if set forth in full herein.

B. ORDER OF PRECEDENCE: In the event of a conflict or inconsistency between or among the documents incorporated into this contract, the Contract Documents shall take precedence in the following order:

- a) This Contract

- b) EXHIBIT "C" - General Conditions
- c) Special Provisions, Technical Specifications, and Plans
- d) Contractor Response to the Solicitation
- e) Instructions to Bidders
- f) Invitation to Bid

The parties may, by written mutual agreement, deviate from this order of precedence in resolving inconsistencies between or among contract documents. Any such Agreement interpreting the Contract shall be incorporated into the Contract by Amendment.

ARTICLE 20 - BONDING REQUIREMENTS

In accordance with A.R.S. § 34-221, et. seq., the CONTRACTOR shall provide Payment and Performance bonds for not less than one hundred percent (100%) of the contract amount. Copies of said bonds shall be attached to and become a part of this contract.

ARTICLE 21 - OWNERSHIP OF DOCUMENTS

All original drawings, boring logs, field data, estimates, field notes, plans, specifications, documents, reports, calculations, maps and models, and other information developed by CONTRACTOR under this Contract shall vest in and become the property of the COUNTY and shall be delivered to COUNTY upon completion or termination of the services, but CONTRACTOR may retain record copies thereof.

ARTICLE 22 - BOOKS AND RECORDS

CONTRACTOR shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY. In addition, CONTRACTOR shall retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

ARTICLE 23 - 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 shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE 24 - SEVERABILITY

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

ARTICLE 25 - DELAYS

Neither Party hereto is 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 26 - DISPUTES

In the event of a dispute between COUNTY and CONTRACTOR 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 CONTRACTOR'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 27 - 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 CONTRACTOR 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 CONTRACTOR 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 shall be a Public Record and shall 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 the respondent of the request for release, unless respondent has, within the ten 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 shall not be counted in the time calculation. CONTRACTOR shall 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 shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall County be in any way financially responsible for any costs associated with securing such an order.

ARTICLE 28 - LEGAL ARIZONA WORKER'S ACT COMPLIANCE

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws").

CONTRACTOR shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY shall have 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.

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, shall be deemed to be 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 shall 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, (subject to COUNTY approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

CONTRACTOR shall advise each subcontractor of COUNTY'S rights, and the subcontractor's obligations, under this Article 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 will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR 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 shall be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR’s approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

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.

PIMA COUNTY

APPROVED:

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

Name (Please Print)

Date

CONTRACTOR

CONTRACTOR:

Signature

Name and Title (Please Print)

Date

EXHIBIT “A” SCOPE OF SERVICES (1 Page)

This Project includes all work necessary to establish the final landfill cover at the Tangerine Landfill. This includes relocation of waste in accordance with the plans, subgrade preparation, construction of the final landfill cover to meet minimum thickness requirements, dust control, including use of a street sweeper at the exit to Tangerine Road, construction of storm water management controls, extension of the leachate collection system risers, re-vegetation of the final cover and development of as-builts. All work is to be completed pursuant to the Plans and Specifications dated December 2015 prepared by Cornerstone Environmental, which are attached herein.

END OF EXHIBIT “A”

EXHIBIT "C" GENERAL CONDITIONS (14 Pages)

ARTICLE 1 – DEFINITIONS

Whenever in these Specifications, or in any document of instructions where these Specifications govern, the following terms or pronouns in place of them are used, the intent and meaning will be interpreted as follows:

Bid: The offer of the Bidder for the work when properly made out on forms containing the Bid for Lump Sum Construction supplied by County and properly submitted, signed and guaranteed.

Bid Documents: All Drawings, Technical Specifications, Supplementary General and/or General Conditions, Bid Schedule, Construction Contract and Bonds, and Contract Documents.

Bidder: Any individual, firm or corporation, qualified as herein provided, legally submitting a Bid for the work contemplated, acting directly or through an authorized representative.

Board: The Board of Supervisors, Pima County, Arizona, acting under authority of the laws of Arizona.

Building Code: The directions, provisions, and requirements contained in the current edition of the Building Codes, with Amendments, as adopted by Pima County, supplemented by such special provisions as may be necessary, pertaining to the method and manner of performing the work, quality and quantity of material to be furnished and measurement for payment of same.

Contract: The written Agreement between County and Contractor covering the performance of the work and the furnishing of labor, equipment, and materials in the construction of the work.

Contract Bond: The approved form of security furnished by Contractor and its Surety as a guarantee on the part of Contractor to execute the work in accordance with the terms of the Contract.

Contractor: The party who undertakes to execute the work, acting directly or through an authorized lawful agent or employee.

County: Pima County, Arizona, a body politic and corporate, the owner of the work.

Department: The Pima County Department of Environmental Quality.

Director: The Pima County Department Director, an assistant or other representative duly authorized by a Department Director to act on their behalf.

Extra Work: Work, including materials, for which no price agreement is contained in the Contract and which is deemed necessary for the proper completion of the work.

Item: A detail of work for which separate payment is made.

Laboratory: The established laboratory of the Department or other laboratories authorized by COUNTY to test materials and work involved in the Contract.

Plans: The Contract drawings or exact representations thereof, which show the location, character, dimensions, and details of the work.

Project Manager, Engineer, or Architect: The person designated by COUNTY to oversee the project on its behalf.

Standard Specifications: The directions, provisions, and requirements contained in the current edition of the Pima Association of Governments Standard Specifications for Public Improvements, 2014 Edition with Amendments, as adopted by Pima County, supplemented by such special provisions as may be necessary,

pertaining to the method and manner of performing the work, quality and quantity of material to be furnished and measurement of payment of same.

Supplementary Agreement: A written agreement executed by Contractor and County covering alterations to the project. A change order or a force account work request prepared on the approved form of the Department is a supplementary agreement.

Supplementary General Conditions or Special Conditions: The Supplementary General Conditions or Special Conditions are additional to the General Conditions, which are conditions or requirements peculiar to the project under consideration.

Surety: The corporate body which is bound with and for Contractor, who is primarily liable, and which (agrees) to be responsible for its payment of all debts pertaining to and for its acceptable performance of the work for which it has contracted.

The Work: All of the work specified in the Contract.

ARTICLE 2 – RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES

The existence and locations of underground utilities indicated on the plans are not guaranteed and will be investigated and verified in the field by Contractor before starting work. Excavations in the vicinity of existing structures and utilities will be carefully done by hand. Contractor will be held responsible for any damage to, and for maintenance and protection of existing utilities and structures.

ARTICLE 3 – LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

- a. Laws to be Observed -- Contractor is presumed to be familiar with and at all times will observe and comply with all Federal and State laws and local ordinances, worker's compensation, occupational disease, and unemployment compensation laws together with the payment of all premiums and taxes therefor, also all laws, ordinances, and regulations in any manner affecting the conduct of the work and will indemnify and hold harmless County and its representatives against any claim arising from the violations of such laws, bylaws, ordinances or regulations, whether by Contractor or by Contractor's employees.
- b. Permits and Licenses -- County will procure all County building permits, and sewer connection fees. Contractor will post required permits on site and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractor will procure and pay for all other permits, fees, and applications for water, gas, electric and other utilities.
- c. Sanitary Provisions -- Contractor will provide and maintain in a neat and sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements and regulations of the Arizona Department of Health Services or other authorities having jurisdiction therein.
- d. Public Convenience and Safety -- Contractor will have due regard for the public health and will conduct the work in such a manner as to provide and insure the safety and convenience of the public.

When special conditions prevail and extraordinary measures are necessary, the details will be set forth in the Technical Specifications or Special Provisions.

- e. Barricades, Danger, Warning, and Detour Signs -- Contractor will at its expense and without further order provide, erect, and maintain at all times during the progress or temporary suspension of the work such barricades, fences, warning lights, danger signals, reflectors, signs, or other protective devices as are required to insure the safety of the public, those engaged in connection with the work and the work itself.

Unless otherwise expressly stated in the Contract, no measurement or direct payment for this work will be made, but the cost of providing, erecting, and maintaining such protection devices, including guards, watchmen and/or flagmen as required will be considered as included and paid for in the contract prices for the work.

- f. Use of Explosives -- Prohibited
- g. Preservation and Restoration of Property -- Contractor will be responsible for the preservation of all public and private property on the surface or underground, along and adjacent to the work and will conduct its operations so as to insure the prevention of injury or damage thereto. No land monuments or property will be disturbed or moved until an authorized agent has witnessed or otherwise referenced their locations.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence or the non-execution thereof on the part of Contractor, Contractor will restore such property at its own expense to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same, or it will make good such damage or injury in an acceptable manner.

- h. Contractor's Responsibility for Work -- Until written final acceptance of the work by COUNTY, Contractor will have the charge and care thereof and will take every precaution against injury or damage to any part thereof by action of elements, or from any other cause, whether arising from the execution or non-execution of the work. The Contractor will rebuild, repair, restore, and make good all injuries or damages of any portion of the work occasioned by any of the above causes before final acceptance and will bear the expense thereof.

In case of the suspension of work for any cause whatever, Contractor will be responsible for all work and materials and will take proper care of the work, storing all materials if necessary, and will provide suitable drainage of the work and erect necessary temporary structures.

- i. Waiver of Legal Rights -- County will not be precluded or be estopped, by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed and materials furnished by Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the Contract. Neither the acceptance by County or by any representative of County nor any payment, nor acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by County will operate as a waiver of any portion of the Contract or of any power herein reserved, or any right to damage herein provided. A waiver of any breach of the Contract is not a waiver of any other subsequent breach.

ARTICLE 4 – ACCIDENTS

Contractor will provide, at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work.

Contractor must promptly report in writing to County all accidents whatsoever arising out of, or in connection with the performance of the work, whether on or adjacent to the site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, Contractor will report the accident immediately by telephone or messenger to both County and the Board.

If any claim is made by anyone against Contractor or any Subcontractor on account of any accident, Contractor will promptly report the facts in writing to County, giving full details of the claim.

ARTICLE 5 – <RESERVED>

<RESERVED>

ARTICLE 6 – DELAY

Contractor will substantially complete Work under this contract within the number of calendar days stated in CONTRACTOR's proposed schedule, agreed to by COUNTY and incorporated herein by reference. If CONTRACTOR fails to substantially complete this contract within the agreed number of calendar days from issuance of a notice to proceed, for each day thereafter that this contract remains uncompleted, COUNTY may deduct the sum of two hundred fifty dollars (**\$250.00**) **PER CALENDAR DAY**, from the contract price as payment by CONTRACTOR of liquidated damages sustained by reason of the failure of CONTRACTOR to substantially complete this contract.

COUNTY and CONTRACTOR have agreed upon the Project scope, total price, and schedule for the performance of the work. The agreed schedule represents a firm commitment by CONTRACTOR and COUNTY to complete the work within the schedule identified in this Contract, as it may be adjusted from time to time.

COUNTY and CONTRACTOR understand that events may occur that delay or disrupt the schedule or require a change in the level of resources or effort. Therefore, the Contract may be adjusted as follows for Delays:

(1) A delay in the work attributable to COUNTY is an excusable delay for which an adjustment may be made to the schedule. In any such case the schedule of the affected task or activity may be extended one day for each day of COUNTY-caused delay; provided, however, that if the COUNTY-caused delay overlaps a period of delay attributable to any other cause, the extension for COUNTY-caused delay is limited to the number of non-overlapped days of COUNTY-caused delay.

(2) There is no adjustment for any CONTRACTOR-caused delay in the work, including time to repair or replace defective work. In the event of a significant CONTRACTOR-caused delay exceeding three (3) workdays, CONTRACTOR will provide a recovery plan to COUNTY within five (5) days of COUNTY's request.

(3) A delay in the work attributable to any other cause, including strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the control of COUNTY or CONTRACTOR and that arises without the fault or negligence of either, is an excusable delay for which COUNTY and CONTRACTOR agree to negotiate an appropriate schedule adjustment. If the period of delay attributable to any cause under this paragraph overlaps a period of delay attributable to any other cause, the adjustment under this paragraph will be made first and the delay attributed to such other cause will be limited to that occurring outside of the overlap.

(4) If any of the causes of delay in Paragraphs 1 or 3 above affects a task or activity on the critical path, then the schedule adjustment may include adjustment to the completion date. If the cause does not affect a task or activity on the critical path, then the adjustment will be made from Float and the completion date shall not be changed.

(5) If any of the causes of delay in Paragraphs 1 or 3 above results in material provable additional costs to the affected task or tasks as a result of disruption of the schedule, then the parties will negotiate an equitable adjustment therefor.

(6) COUNTY and CONTRACTOR will negotiate an equitable adjustment of cost for any task or tasks for which there is any significant change in the level of effort arising from additional or changed work requested or directed in writing by COUNTY that materially deviates from or adds to the work.

Contractor must submit claims for extension of time in writing to COUNTY for review and approval no later than seven (7) days after the initiation of that delay. In the case of a continuing cause of delay, only one claim is necessary.

County will grant approval of time extension for delays only based on the verification of a daily log maintained by the superintendent at the job site. The daily log must segregate and document each individual delay occurrence, and then separately track the job costs attributable to changes in the work noted in Article 21. Contractor's failure to maintain the daily logs in the manner described above will result in COUNTY's denial of the claim for time extension.

If Contractor has requested detail drawings and instructions as noted in Article 9, County will not approve a request for delay on account of County's failure to furnish drawings until two (2) weeks after demand for such drawings.

ARTICLE 7 – EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Contract documents are complementary, and what is called for by any one will be as binding as if called for by all, and the most stringent requirement will apply. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the specifications will be supplied unless distinctly so noted on the drawings. Materials or work described in words that so applied have a well-known technical or trade meaning will be held to refer to such recognized standards.

ARTICLE 8 – DETAIL DRAWINGS AND INSTRUCTIONS

County will furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions will be consistent with the Bid documents, true developments thereof, and reasonably inferable therefrom.

ARTICLE 9 – COPIES OF DRAWINGS FURNISHED

County will provide, at no cost to Contractor, two complete sets of code approved construction documents in non-reproducible form.

County will provide, at no cost to Contractor, five (5) non-reproducible sets of construction documents used during the course of bidding the work (Bid Sets) for execution on the work. It will be Contractor's responsibility to ensure that any modifications called for as a result of the permit process are transferred to the bid sets.

Contractor may purchase additional sets of code-approved sets or bid sets construction documents, at its expense.

ARTICLE 10 – ORDER OF COMPLETION

Contractor will submit at such times as may be requested by County, schedules which will show the order in which Contractor proposes to carry on the work with dates at which Contractor will start the several parts of the work and estimated dates of completion of the several parts.

ARTICLE 11 – CONSTRUCTION DOCUMENTS ON THE JOB SITE

Contractor will keep one copy of code approved construction documents on the job site, in good order, available to County and to County's representatives. This set of documents will be kept current as to pending and approved changes in the work.

ARTICLE 12 – OWNERSHIP OF DRAWINGS

All drawings, specifications, and copies thereof furnished by County are the property of Pima County. They are not to be used on other work and with the exception of the signed Contract set, and are to be returned to County on request, at the completion of the work. All models are the property of County.

ARTICLE 13 – CONTRACTOR'S UNDERSTANDING

Contractor has, by careful examination, satisfied itself as to the nature and location of the work, the conformation of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversations with any officer, agent or employee of County, either before or after the execution of this Contract, will affect or modify any of the terms or obligations herein contained.

ARTICLE 14 – MATERIALS, APPLIANCES, EMPLOYEES

Unless otherwise agreed, Contractor will provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work.

Unless otherwise agreed, all materials will be new, and both workmanship and materials will be of good quality. Contractor will, if required, furnish satisfactory evidence as to the kind and quality of materials.

Contractor will at all times enforce strict discipline and good order among its employees, and will not employ on the work any unfit person or anyone not skilled in the work that Contractor assigns to that person.

ARTICLE 15 – ROYALTIES AND PATENTS

Contractor will pay all royalties and license fees. Contractor will defend all suits or claims for infringement of any patent rights and will hold County harmless from loss on account thereof, except that County will be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if Contractor has information that the process or article specified is an infringement of a patent it will be responsible for such loss unless it promptly gives such information to County.

ARTICLE 16 – SURVEYS, PERMITS, AND REGULATIONS

County will furnish all property surveys unless otherwise specified. Contractor will secure and pay for permits and licenses of a temporary nature necessary for the prosecution of the work except as noted in Article 3.b. County will secure and pay for easements for permanent structures or permanent changes in existing facilities unless otherwise agreed.

Contractor will give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If Contractor observes that the drawings and specifications are at variance therewith, it will promptly notify County in writing, and any necessary changes will be adjusted as provided in the Contract for changes in the work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to County, it will bear all costs arising therefrom.

ARTICLE 17 – PROTECTION OF WORK AND PROPERTY

Contractor will continuously maintain adequate protection of all its work from damage and will protect County's property from injury or loss arising in connection with this Contract. It will make good any such damage, injury, or loss, except such as may be directly due to errors in the bid documents or caused by agents or employees of County. It will adequately protect adjacent property as provided by law and the bid documents. It will provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions.

If an emergency should occur affecting the safety of life or the work or of adjoining property, Contractor, without special instruction or authorization from County, is hereby permitted to act at his discretion, to prevent such threatened loss or injury, and Contractor will so act, without appeal, if so instructed or authorized. Any compensation claimed by Contractor on account of emergency work will be determined by County.

Contractor is responsible for equipment, materials, and supplies until completion of the project and acceptance by County.

ARTICLE 18 – INSPECTION OF WORK

County representatives will at all times have access to the work wherever it is in preparation or progress and Contractor will provide proper facilities for such access and for inspection.

If the specifications, County's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, Contractor will give County timely notice of its readiness for inspection and if the inspection is by an authority other than County, of the date fixed for such inspection. Inspections by County will be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of County, it must, if required by County, be uncovered for examination at Contractor's expense.

Re-examination of questioned work may be ordered by County and if so ordered the work must be uncovered by Contractor. If such work is found to be in accordance with the bid documents, County will pay the cost of re-examination and replacement. If such work is found not to be in accordance with the bid documents, Contractor will pay such cost.

ARTICLE 19 – SUPERINTENDENCE - SUPERVISION

Contractor will keep on its work site during its progress a competent Superintendent and any necessary assistants, all satisfactory to County. The Superintendent will not be changed except with the consent of County, unless the Superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ. The Superintendent will represent Contractor in its absence and all directions given to it will be as binding as if given to Contractor. Contractor will give efficient supervision to the work using its best skill and attention.

If Contractor, in the course of the work, finds any discrepancy between the construction documents and the physical conditions of the locality, or any errors or omissions in the construction documents or in the layout as given by points and instructions, it will be its duty to immediately inform County, in writing, and County will promptly verify the same. Any work done after such discovery, until authorized, will be done at Contractor's risk.

Neither County nor Contractor, will employ an employee of the other without consent.

ARTICLE 20 – CHANGES IN THE WORK

County, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract Sum being adjusted accordingly. Change orders must be approved by the Procurement Director, as required by the Pima County Procurement Code, before the work under the change commences. All such work will be executed under the conditions of the original Contract. Claims for extension of time caused thereby will be made per the provisions of Article 6 "Delays".

In giving instructions, County will have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change will be made unless in pursuance of a written order by County and no claim for an addition to the Contract sum will be valid unless so ordered.

The value of any such extra work or change will be determined in one or more of the following ways:

- a. By mutual acceptance of a lump sum, itemized and detailed with sufficient substantiating data, as requested by County, to permit evaluation.
- b. By unit prices named in the Contract or subsequently agreed upon.
- c. By cost and fixed fee.

If none of the above methods is agreed upon, Contractor, provided it receives an order as above, will proceed with the work. In such case and also under case (c), it will keep and present in such form as County may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, County will certify to the amount, including allowance for overhead and profit, due to Contractor. Pending final determination of cost, payments on account of changes will be made on County's estimate.

The amount of Contractor's overhead and profit allowed for any change order, whether increase or decrease, will not exceed the following limits for work by Contractor:

Overhead Limit: ten percent (10%) of direct cost;
Profit Limit: five percent (5%) of the sum of direct cost and overhead cost.

For any portion of the work for a change order that is performed by a Subcontractor or a Sub Sub Contractor, Contractor's combined overhead and profit limits allowed will not exceed five percent (5%) of the actual direct cost of the work.

Contractor's cost for additional work or changes requested by County which result in an approved extension of time to the contract will be limited to the cost of the extra work determined in one or more of the three ways described previously in this Article, and the actual wage or salary paid for the on-site job superintendent in direct employ of contractor in performance of the work. This amount will be prorated to the actual amount of extra time approved and will only include the direct amount paid to the superintendent plus actual cost of all overhead items applicable to payroll for that position, such as insurance, taxes, FICA, worker's compensation, and unemployment taxes and benefits.

ARTICLE 21 – CLAIMS FOR EXTRA COST FOR ADDITIONAL WORK

If Contractor claims that any additional instructions by drawings or otherwise involve extra cost under this Contract, it will give County written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in an emergency endangering life or property. The procedure will then be as provided for in Article 20 "Changes in the Work". No such claim will be valid unless so made.

ARTICLE 22 – DEDUCTIONS FOR UNCORRECTED WORK

If COUNTY deems it not expedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract price will be made therefor.

Contractor will promptly remove from the premises all materials condemned by County as failing to conform to the Contract, whether incorporated in the work or not, and Contractor will promptly replace and re-execute its own work in accordance with the Contract and without expense to County and will bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, County may remove them and may store the material at the expense of Contractor. If Contractor does not pay the expense of such removal within ten days' time thereafter, County may, upon ten days written notice, sell such materials at auction or at private sale and will account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by Contractor.

ARTICLE 23 – SUSPENSION OF WORK

County may at any time suspend the work, or any part thereof by giving three (3) days' notice to Contractor in writing. When the reason for such suspension involves safety, health or welfare issues, the three (3) day written notice requirement may be waived at the decision of the COUNTY Management. Contractor will resume the work within ten (10) days after the date fixed in the written notice from County to Contractor to do so.

ARTICLE 24 – COUNTY'S RIGHT TO DO WORK

If Contractor neglects to prosecute the work properly or fails to perform any provision of this Contract, County may, after three (3) days written notice to the Contractor, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor.

ARTICLE 25 – COUNTY'S RIGHT TO TERMINATE CONTRACT

If Contractor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it fails to make prompt payment to subcontractors for material or labor, or persistently disregards laws, ordinances, or the instructions of County, or otherwise is guilty of a substantial violation of any provision of the contract, then County may, without prejudice to any other right or remedy and after giving Contractor ten (10) days written notice, terminate the employment of Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method County may deem expedient. In such case Contractor will not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price will exceed the expense of finishing the work, including compensation for additional managerial and administrative service, such excess will be paid to Contractor. If such expense will exceed such unpaid balance, Contractor will pay the difference to County. County will certify the expense incurred by County as herein provided, and the damage incurred through the Contractor's default.

ARTICLE 26 – REMOVAL OF EQUIPMENT

In any case of annulment or termination of this Contract before completion from any cause whatever, Contractor, if notified to do so by County, will promptly remove any part or all of its equipment and supplies from the property of County, failing which County will have the right to remove such equipment and supplies at the expense of Contractor.

ARTICLE 27 – USE OF COMPLETED PORTIONS

County has the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired, but such taking possession and use is not an acceptance of any work not completed in accordance with the Bid documents. If such prior use increases the cost of or delays the work, Contractor will be entitled to such extra compensation, or extension of time, or both, as County may determine.

ARTICLE 28 – PAYMENTS WITHHELD

County may decline to certify payment or, because of discovered evidence or observations, may nullify the whole or any part of any certificate for payment previously issued, to such extent as may be necessary in its opinion to protect County from loss because of:

- a. Defective work not remedied.
- b. Third party claims filed or reasonable evidence indicating probable filing of such claims.
- c. Failure of Contractor to make payments properly to Subcontractors or for labor, materials, or equipment.
- d. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract sum.
- e. Damage to another Contractor.

When the above grounds are removed, payment will be made for amounts withheld because of them.

ARTICLE 29 – WARRANTY

Contractor will provide a written guarantee covering all costs for repair or replacement of defective work for a period of two (2) years (or longer if noted elsewhere in the construction documents) from substantial

completion. Contractor will complete repair, or respond to County in writing with repair solution, within seventy-two (72) hours of notification by County. County may make emergency repairs to ensure life safety or to prevent property loss, without invalidating the warranty.

ARTICLE 30 – LIENS

Neither the final payment nor any part of the retained percentage will become due until Contractor delivers to County a complete release of all liens arising out of this Contract, or receipts in full or in lieu thereof, and if required in either case, an affidavit that so far as it has knowledge or information, the release and receipts include all the labor for which a lien could be filed; but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to County, to indemnify County against any lien. If any lien remains unsatisfied after all payments are made, Contractor will pay to County all monies that County may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

ARTICLE 31 – RIGHTS OF VARIOUS INTERESTS

Wherever work being done by County's forces or other contractors is contiguous to work covered by this Contract the respective rights of the various interests involved will be established by the County to secure the completion of the various portions of the work in general harmony.

ARTICLE 32 – SEPARATE CONTRACTS

County reserves the right to let other contracts in connection with this work. Contractor will afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and will properly connect and coordinate its work with theirs.

If any part of Contractor's work depends upon proper execution or results of the work of any other contractor, Contractor will inspect and its report will constitute an acceptance of the other contractor's work after the execution of its work.

To insure the proper execution of its subsequent work, Contractor will measure work already in place and will at once report to County any discrepancy between the executed work and the drawings.

ARTICLE 33 – COUNTY'S STATUS

The COUNTY has general review of the work and has the authority to reject all work and materials that do not conform to the contract.

ARTICLE 34 – CLAIMS AND DISPUTES

All claims, demands, disputes, controversies, and differences that arise between the parties hereto as result of or in connection with this Contract will be referred to County in writing with a request for review and response in accordance with this paragraph, which County will render in writing within a reasonable time.

Contractor will deliver written notice of each such claim, demand, dispute, controversy or difference to County within fifteen (15) days of the occurrence of the event giving rise thereto and written supporting data will be submitted to County within forty-five (45) days of such occurrence unless County specifies a different period of time in writing to Contractor. The submission to County with respect to any such claim, demand, dispute, controversy or difference will be a condition precedent to any exercise by Contractor of such rights or remedies as Contractor may otherwise have under the Bid documents or at law in respect of any such claim, demand, dispute, controversy or difference.

If either County or Contractor is dissatisfied with any decision of County and both parties agree in writing, then the dispute may be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) will be entered in any court having jurisdiction thereof. All arbitration hearings must be held in Tucson, Arizona.

ARTICLE 35 – CLEANING UP

Contractor will, as directed by County, remove from County's property and from all public and private property, at its own expense, all temporary structures, rubbish, and waste materials resulting from its operation.

ARTICLE 36 – FIRE PREVENTION AND PROTECTION REQUIREMENTS FOR CONSTRUCTION PROJECT

(a) PURPOSE:

To provide guidelines for Contractor's practices in prevention of and protection against fire causes, property damage and losses on County Construction projects work.

(b) SCOPE:

Subject requirements will be applicable to new construction, facilities remodeling, additions, and improvements projects work conducted for Pima County. Contractor will also comply with all applicable ordinances, laws, rules, and regulations of public authority having jurisdiction for fire prevention and protection.

(c) CONTRACTOR REQUIREMENTS:

1. Make a survey of the suitability and effectiveness of existing fire control facilities, measures and devices.
2. Arrange for, provide and install a sufficient number of portable fire extinguishers suitable for work operations in accordance with the requirements of the National Fire Protection Association and local agencies having jurisdiction.
3. Fire extinguisher and devices will be inspected, serviced and maintained in accordance with manufacturer's instructions.
4. Fire Fighting and control equipment will be readily visible and unobstructed at all times; will not be made inoperative or used for other purposes.
5. Installation of fire protection piping and hydrants (as specified in bid documents) will be as prompt as possible so hose stream protection will be available when combustible materials arrive on site and potential fire causing operations begin.
6. Provide ready access for public fire department.
7. Provide safe temporary lighting and power services; properly insulate, ground, and substantially support strung wires; overloading of conductors and overfusing of circuits is prohibited; poor contacts and defective terminals, switches, wire and outlets will not be installed. Temporary electrical installations will be in accordance with National Electric Code and other applicable ordinances, regulations, specifications.
8. Bulk storage of lumber, gasoline, fuel oil, paint, solvents, gases will be kept outside of buildings under construction; one day's working supply of such items may be inside at any time. Flammable fluids will be in approved containers only; open containers are prohibited.
9. Only flame resistant tarpaulins or coverings will be used for protecting stored supplies and equipment.

10. Smoking is prohibited in all areas where flammable or combustible materials are stored and in other hazardous areas, as well as on any County-owned property. "No Smoking" signs will be posted accordingly.
11. Fires, welding, flame cutting, melting, and similar operations in combustible areas will not be left unattended.
12. Accumulations of flammable liquids on floors, walls, etc. are prohibited; spills will be cleaned up promptly.
13. All rags, waste, etc. soiled by combustible or flammable materials will be placed in tightly closed metal containers and disposed of daily.
14. Tar kettles will be located outside of and as far away as possible from building.
15. All portable cylinders of compressed gases will be constructed, maintained and marked in accordance with Interstate Commerce Commission regulations; will be properly secured against tipping or accidental upset, handled with care, protected against excessive heat and cold; valve protection caps will be in place when cylinders are not in use.
16. Welding and cutting operations will be performed only by competently proven personnel.
17. Construction debris will be removed from buildings and site daily. Reasonably good housekeeping will be maintained at all times.
18. All machines using cutting oil will have metal drip pans under them to catch oil drippings, oil turnings and shavings.
19. No solvent with flash point below one hundred degrees Fahrenheit (100 degree F). will be used for cleaning equipment or parts.
20. No smoking or open fire of any kind will be permitted in areas where spray guns are in operation.
21. Wood sawdust and shavings and wood rubbish will not be allowed to accumulate on project site.
22. Adequate precautions will be taken to protect extensive formwork and scaffolding from exposure to and spread of fire.
23. Moveable heating devices, when used, will have safe clearances at bottom, top, and sides from combustible materials. Use of salamanders is generally prohibited; exceptions may be granted when use is considered essential.
24. Regularly scheduled inspections will be made by Contractor's authorized personnel to assure compliance with these and other jurisdictional requirements. Contractor's supervisory personnel will be instructed in their duties concerning safe fire protection practices.

ARTICLE 37 – ARCHAEOLOGICAL FEATURES

Construction for this project may occur in an archaeological sensitive area. The County Office of Conservation and Sustainability Cultural Resources Division will determine prior to construction (other than emergencies) any special site monitoring requirements. Human burials, including human skeletal remains, cremations, and funerary objects are protected under A.R.S. section 41-844 on state, county, and municipal lands, and under A.R.S. section 41-865 on private lands. Should archaeological features and/or artifacts or human remains, including human skeletal or cremation remains be discovered, work at that location will cease immediately, and the area will be taped off and avoided until archaeological investigations are completed. Construction is subject to delay in that location pursuant to applicable State law, while

consultation with the Arizona State Museum and appropriate documentation and data recovery takes place. To the extent permitted by law, all archaeological artifacts and other materials will belong to Pima County. No monetary compensation will be made to Contractor for any claims due to delays in the work schedule. Only the Contract construction time will be extended to permit the original scheduled number of days for completion of the project.

ARTICLE 38 – <RESERVED>

<RESERVED>

ARTICLE 39 – <RESERVED>

<RESERVED>

ARTICLE 40 – HAZARDOUS MATERIALS/ HAZARDOUS WASTES / HAZARDOUS SUBSTANCES ABATEMENT

Should Contractor uncover, or otherwise become aware of the presence of any Hazardous Materials, Hazardous Wastes or Hazardous Substances during the construction of this project, notice will be served immediately to the County Project Manager, and all work surrounding said materials or substances will be ceased until directed to proceed. Construction delays due to Hazardous Materials, Hazardous Wastes or Hazardous Substances abatement may occur.

If this contract does not otherwise require the services of a Hazardous Materials contractor, abatement of such materials will be provided by Pima County, at its expense and independent of this contract.

If this contract already employs the services of a Hazardous Materials contractor, the cost to abate any such additional materials will be added to the contract as Additional Services, in accordance with the provisions of Article 21 “Claims for Cost of Additional Work”, and time extensions granted in accordance with the provisions of Article 6 “Delays”.

ARTICLE 41 – WASTE DISPOSAL FACILITIES

Contractor will legally dispose of all construction debris in appropriate County operated waste disposal facilities and pay any applicable fees. In the case of conflicts with the provisions of the Contract Specifications, this provision applies.

ARTICLE 42 – AS-BUILT DRAWINGS

Contractor will keep an accurate record of all changes and deviations from the Project Plans and Specifications and submit to County one set of “As-Built” drawings including dimension, location of underground utilities, etc., upon completion of the work. As-Built drawings will be drawn and submitted in such a format as prescribed by County.

ARTICLE 43 – EXISTING CONDITIONS

Contractor will, before the conditions are disturbed, give immediate (within 8 hours) verbal notice to the onsite Construction Manager or onsite County representative to be followed up by written notice within twenty-four (24) hours of initial discovery to the Construction Manager and County of subsurface or latent physical conditions at the site which differ materially from those indicated in this contract or unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

The Construction Project Manager, Architect, Engineer or County will investigate the site conditions within twenty-four (24) hours after receiving the notice. If the conditions materially differ and cause an increase or decrease in Contractor's cost of, or time required for, performing any part of the work under this contract,

whether or not changed as a result of the conditions, an adjustment will be made pursuant to Article 20 of the General Conditions, "Changes in the Work".

No request by Contractor for an adjustment to the contract under this clause will be allowed, unless Contractor has given the written notice required; provided that County may extend the time prescribed in this article for giving written notice.

No request by Contractor for an adjustment to the contract for differing site conditions will be allowed if made after final payment is made under this contract.

END OF EXHIBIT "C"

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT:

[NAME OF CONTRACTOR]

(hereinafter "Principal"), as Principal, and _____

(hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Pima County (hereinafter "Obligee") in the amount of **[AMT OF CONTRACT]**, for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the, **[CONTRACT AWARD DATE]** for:

IFB No. 198029 TANGERINE LANDFILL FINAL CLOSURE PLAN

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge in the court.

Witness our hands this _____ day of _____, 20_____.

Principal By: _____

Surety By: _____

ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT:

[NAME OF CONTRACTOR]

(hereinafter "Principal"), as Principal, and _____
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Pima County, Arizona (hereinafter "Obligee") in the amount of **[AMT OF CONTRACT]**, for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the **[CONTRACT AWARD DATE]** for:

IFB No. 198029 TANGERINE LANDFILL FINAL CLOSURE PLAN

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copies at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20____.

Principal By: _____

Surety By: _____



ADDITIONAL DOCUMENTS

FOR

INVITATION FOR BID (IFB) No. 198029

TANGERINE LANDFILL FINAL CLOSURE PLAN

JANUARY 28, 2015

**Pima County Procurement Department
Design & Construction Division
130 West Congress Street, 3rd Floor,
Mail Stop DT-AB3-126, Tucson, Arizona 85701
(520) 724-3731 / Fax (520) 724-4434**



Janice K. Brewer
Governor

ARIZONA DEPARTMENT
OF
ENVIRONMENTAL QUALITY

1110 West Washington Street • Phoenix, Arizona 85007
(602) 771-2300 • www.azdeq.gov



Henry R. Darwin
Director

CERTIFIED MAIL
Return Receipt Requested

February 27, 2014
PRU14-067
LTF # 59710

Dave Eaker
Pima County Department of Environmental Quality
Solid Waste Division
5301 W. Ina Road
Tucson, Arizona 85743

Re: Tangerine Road Landfill (TRL) Master Facility Plan Approval No. 10007600.06
Type III Change Approval for New Landfill Operator

Dear Mr. Eaker:

The Arizona Department of Environmental Quality (ADEQ) has received and reviewed the *Type III Change Request for Tangerine Landfill Facility Plan No. 10007600, Change of Operator*, dated February 11, 2014, prepared by Pima County.

Based on the review, ADEQ has approved the Type III Change request and has issued the enclosed *Master Facility Plan Approval Number 10007600.06*. The conditions of this new Tangerine Road Landfill MFPA shall supersede all previous approvals. A copy of this approval must be placed in the TRL operating record.

This decision is an appealable agency action under A.R.S. § 41-1092. You have a right to request a hearing and file an appeal under A.R.S. § 41-1092.03(B). You must file a written *Request for Hearing* or *Notice of Appeal* within 30 days of your receipt of this letter. A *Request for Hearing* or *Notice of Appeal* is filed when it is received by ADEQ's Hearing Administrator at the following address:

Hearing Administrator
Office of Administrative Counsel
Arizona Department of Environmental Quality
1110 W. Washington Street
Phoenix, AZ 85007

The *Request for Hearing* or *Notice of Appeal* shall identify the party, the party's address, the agency and the action being appealed and shall contain a concise statement of the reasons for the appeal. Upon proper filing of a *Request for Hearing* or *Notice of Appeal*, ADEQ will serve a *Notice of Hearing* on all parties to the appeal. If you file a timely *Request for Hearing* or *Notice of Appeal* you have a right to request an informal settlement conference with ADEQ under A.R.S. § 41-1092.06. This request must be made in writing no later than twenty (20) days before a scheduled hearing and must be filed with the Hearing Administrator at the above address.

If you have any questions regarding this letter, please contact Mike Prigge, P.E., of my staff at (602) 771-4136 or toll-free at (800) 234-5677, ext. 771-4136.

Sincerely,

A handwritten signature in black ink that reads "Mike Prigge". The signature is written in a cursive, slightly slanted style.

Mike Prigge, P.E.
Manager
Solid Waste Plan Review Unit

cc: facility file



Janice K. Brewer
Governor

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

1110 West Washington Street • Phoenix, Arizona 85007
(602) 771-2300 • www.azdeq.gov



Henry R. Darwin
Director

MUNICIPAL SOLID WASTE LANDFILL MASTER FACILITY PLAN APPROVAL NUMBER 10007600.06

1.0. FACILITY INFORMATION AND APPROVAL SIGNATURE

In accordance with the provisions of Arizona Revised Statutes (A.R.S.) Title 49, Chapter 4:

Facility Name: Tangerine Road Landfill
10220 W. Tangerine Road
Marana, Arizona 85653

Owner/Operator: Pima County
Department of Environmental Quality - Solid Waste Division
5301 W. Ina Road
Tucson, Arizona 85743

is authorized to operate with all approvals granted under 40 CFR Part 258, and not previously amended or revoked, since the original solid waste facility plan approval on July 19, 1998, and specifically described in the Master Facility Plan Approval (MFPA) that follows. The Tangerine Road Landfill (TRL) is located at 10220 W. Tangerine Road, Marana, Arizona, in the N ½ of the NE ¼ of Section 2, Township 12 South, Range 11 East, of the Gila and Salt River Base Line and Meridian:

Latitude: 32° 25' 18" North
Longitude: 111° 11' 14" West

This Master Facility Plan Approval shall be deemed effective on the date of the Waste Programs Division Director's signature below, provided that the facility is operated and maintained in accordance with all the conditions described in the remainder of this approval document.

Approved on behalf of the Arizona Department of Environmental Quality:

Laura L. Malone, Director
Waste Programs Division

Signed this 27th day of February, 2014

1.1 Approval

This municipal solid waste landfill MFPA incorporates a Type III Change to recognize Pima County as the new landfill operator, in accordance with *Type III Change Request for Tangerine Landfill Facility Plan No. 10007600, Change of Operator*, dated February 11, 2014, prepared by Pima County.

1.2 Landfill Footprint, Capacity and Closure Height

The Tangerine Road Landfill (TRL) began operating in 1983, and has a waste footprint of 54 acres (40-acre western disposal area and a 14-acre eastern disposal area) situated on an 88-acre property. The capacity of TRL is 6,754,462 cubic yards, which includes a vertical expansion approved on July 20, 2006, that expanded the capacity by 9.5 percent (%). Based on projected disposal rates, TRL is anticipated to close in 2014.

The maximum closure height elevations are 2,085 feet mean sea level (msl) and 2,083 feet msl in the western disposal area and eastern disposal area, respectively. The bottom of the landfill is at an elevation of approximately 1,970 feet msl. The landfill shall be constructed with side slopes at a maximum 4:1 (horizontal:vertical) grade, and top decks sloped at two (2) to three (3) % to accommodate proper drainage.

1.3 Landfill Cells, Liner Design and Leachate Collection System

The *Solid Waste Facility Plan, Tangerine Regional Landfill*, dated July 1995, and subsequent amendments (*SWFP*) lists Cells 1A and 1B in the eastern disposal area as Unit 1, and Cells 2A, 2B and 2C in the western disposal area as Unit 2. Approval to operate Cell 2C was granted on August 22, 1996. All disposal cells are equipped with leachate collection systems consisting of two (2)-foot wide by two (2)-foot high lined collection trenches that contain four (4)-inch perforated PVC piping with gravel backfill. The leachate sumps are prefabricated, reinforced fiberglass vessels that are four (4) feet in diameter by six (6) feet high and equipped with moisture detection sensors and dedicated submersible pumps.

The liner system for Cells 1A and 1B consists of the following (from bottom to top):

- Native soil covered with six (6) inches of prepared subgrade
- 30-mil PVC geomembrane
- Eighteen (18)-inch soil operations layer

The liner system for Cells 2A and 2B consists of the following (from bottom to top):

- Native soil covered with six (6) inches of prepared subgrade
- 60-mil HDPE geomembrane
- Eighteen (18)-inch soil operations layer

The liner system for Cell 2C consists of the following (from bottom to top):

- Prepared subgrade
- Geosynthetic clay liner (GCL)
- 60-mil HDPE geomembrane
- Geonet (excavation side slopes do not have geonet)
- 8-oz./sq. yd. non-woven geotextile
- 24-inch soil operations layer

2.0 STATUTORY PROVISIONS

PC shall not operate TRL in a manner inconsistent with the *SWFP* and this approval pursuant to A.R.S. § 49-791(A)(5).

2.1 General Provisions

- a. This MFPA, issued pursuant to A.R.S. § 49-762, § 762.03, § 762.04, § 762.06 and § 857, grants permission to operate a municipal solid waste landfill as defined in A.R.S. § 49-701(20) at the location referenced in Part 1.0. Federal regulations governing the design and operation of landfills, codified in 40 CFR § 258, are also applicable to this approval pursuant to A.R.S. § 49-761(B). This approval is granted under the conditions listed herein to protect human health and the environment.
- b. This MFPA does not relieve PC of its responsibility to comply with federal, state, county or local requirements or ordinances adopted under A.R.S. § 49-704 and shall not be construed as permission to create a public health hazard, environmental nuisance or cause contamination to the environment.
- c. Specific words related to landfill design, construction and operations used throughout this MFPA have the same meaning as defined in 40 CFR § 258, Subpart A, Arizona Administrative Code (A.A.C.) R18-13-701, A.A.C. R18-13-1301, A.A.C. R18-13-1401, or A.R.S. §§ 49-701 and 701.01 unless otherwise defined.
- d. Design, construction, operation, and monitoring conditions listed in this MFPA have the same meaning as referenced in either 40 CFR § 258; A.A.C. Title 18, Chapter 13; or A.R.S. Title 49, unless otherwise specified.
- e. All previously approved modifications to the original *SWFP* approval remain in effect.

2.2 General Limitations

- a. This MFPA is applied to the landfill elements and facility structures as set forth in the *SWFP*, the existing landfill elements and structures as of the date of this approval, and components that have already received ADEQ approval prior to this MFPA. Any additions to the approved facility structures and any modification to the approved facility operations plan, closure and post-closure care, corrective action and monitoring plans shall require prior approval by ADEQ pursuant to A.R.S. § 49-762.06.
- b. TRL is not permitted to accept the following:
 1. Hazardous waste as defined in 40 CFR Part 261 and A.R.S. § 49-921 except for conditionally exempt small quantity generator hazardous waste as set forth in 40 CFR § 261.5 and A.R.S. § 49-922(E), and household hazardous waste as described in 40 CFR § 261.4(b)(1).
 2. Biohazardous medical waste as defined in A.A.C. R18-13-1401(5) and radioactive medical wastes, except for household generated biohazardous medical waste as set forth in A.A.C. R18-13-1403(A)(4).

3. Waste that contains radioactive materials subject to the Atomic Energy Act of 1954 (42 United States Code §§ 2011 through 2297, 68 Stat. 919) or Title 30, Chapter 4, as defined in A.R.S. § 49-701.01(B)(2).
4. Bulk or non-containerized liquid waste as defined in 40 CFR § 258.28(c)(1) including containers with more than 2% of the original liquid volume or free liquids as defined in EPA Method 9095 (Paint Filter Test).
5. Polychlorinated biphenyl (PCB) waste as defined in 40 CFR § 761, except as allowed under 40 CFR § 761.
6. Used oil as defined in 40 CFR Part 279.
7. Special wastes as defined in A.R.S. § 49-851(A)(5).
8. Raw septage.
9. Whole tires (except for solid rubber tires).
10. Automobile and other lead-acid batteries.
11. Automobiles and other motor vehicles.
12. Appliances that may vent or otherwise release into the environment any Class I or Class II refrigerant, including chlorofluorocarbons (CFCs) and hydrochlorofluorocarbons (HCFCs) as defined in Section 608 of the Clean Air Act and 40 CFR § 82.154.
13. Any other waste prohibited by federal or State of Arizona statute or regulation from disposal at any municipal solid waste landfill.

2.3 Notifications

- a. PC shall submit a notification of any Type II, III, or IV changes to the MFPA in accordance with A.R.S. § 49-762.06. PC shall not implement any Type III or IV changes prior to ADEQ approval.
- b. The following notifications are required if there is a methane gas exceedance:
 1. Within 24 hours of any methane gas exceedance where the gas concentration in facility structures exceeds 25% of the lower explosive limit or gas levels at the landfill boundary exceed the lower explosive limit, PC shall notify ADEQ.
 2. Within seven days of detection, PC shall place in the operating record a description of the steps taken to protect human health. A copy of this description shall be sent to the ADEQ Solid Waste Plan Review Unit.
 3. Within 60 days of detection of any methane gas exceedance, a remediation plan shall be implemented and a copy of the plan placed in the operating record. A copy of the plan, accompanied by a notification that the plan has been implemented shall be sent to ADEQ in accordance with 40 CFR § 258.23.

2.4 Precautionary Provisions

- a. ADEQ reserves the right to issue administrative orders pursuant to A.R.S. §§ 49-781 and 862 or to seek other legal remedies as provided by law if the TRL creates a public health hazard, safety hazard, or environmental nuisance, if violation of State law occurs, or if the TRL is in violation of the MFPA.
- b. ADEQ reserves the right to conduct inspections of TRL pursuant to A.A.C. R18-13-304, A.R.S. §§ 49-763, 860 and 865. During the inspection, the ADEQ inspector may take photographs of activities, take samples, and/or conduct other recognized monitoring activities.
- c. Pursuant to A.R.S. § 49-782(A), ADEQ reserves the right to suspend, amend, withdraw, condition, or revoke this MFPA if it is determined that the facility is in violation of A.R.S. Title 49, Chapter 4, or any rule adopted thereunder.

2.5 Financial Assurance

- a. PC shall continue to meet closure and post-closure care financial assurance requirements for TRL pursuant to A.R.S. § 49-770 and 40 CFR Part 258, Subpart G until released by notification from ADEQ.
- b. The cost estimate for landfill closure and post-closure care shall be updated annually:
 1. By a new cost estimate sealed by an Arizona registered professional engineer; or
 2. If no changes have occurred since the preceding year's submittal, by use of an approved or demonstrated inflation factor that modifies the existing cost estimates.
- c. Landfill cost estimates for closure and post-closure care shall be updated whenever a Type III or Type IV change to the solid waste facility will result in an increase in either closure or post-closure costs.

3.0 OPERATIONAL APPROVALS AND CONDITIONS

3.1 Approval of the Facility Plan

This MFPA, issued pursuant to A.R.S. §§ 49-762, 762.03, 762.04, 762.06 and 857, grants permission to operate TRL as set forth in the *SWFP*.

- a. The following wastes may be accepted at the TRL facility:
 1. Municipal solid waste as defined in 40 CFR § 258.2 which includes household waste [A.R.S. 49-701(14)], household hazardous waste [A.R.S. 49-701(13)], commercial solid waste, non-hazardous sludge, conditionally exempt small quantity generator waste, and industrial solid waste.
 2. Construction and demolition debris as defined in A.R.S. §§ 49-701(5) and 701(7), respectively.

3. Vegetative (green) waste as defined in A.R.S. § 49-701(36).
4. Landscape rubble as defined in A.R.S. § 49-701(17).
5. Inert material as defined in A.R.S. § 49-701(15).
6. Dewatered septage from septic tanks and sludge from Publicly Owned Treatment Works (POTW) that passes the paint filter free liquids test, Method 9095, EPA Publication SW-846.
7. Household-generated untreated biohazardous medical wastes when commingled with regular household waste.
8. Animal carcasses, except those that meet the definition of biohazardous medical waste (A.A.C. R18-13-1401.5(e)). All animal carcasses shall be covered immediately.
9. Solid waste petroleum contaminated soil (PCS).
10. Non-pneumatic, solid rubber tires.
11. Roadside-generated “alligator” tire pieces.
12. Regulated and non-friable asbestos-containing material (ACM):
 - i. The acceptance and disposal of regulated asbestos-containing materials (RACM) shall be in accordance with 40 CFR § 61.154.
 - ii. Non-friable ACM shall be accepted and disposed of as construction and demolition debris.
 - iii. In the event non-friable ACM becomes RACM, the handling and disposal shall be conducted in accordance with 40 CFR § 61.154.
13. Triple rinsed pesticide containers in accordance with 40 CFR § 156.146 and RCRA-empty containers as defined by 40 CFR § 261.7.
14. Non-hazardous, non-infectious, treated, biomedical waste.
15. Household and commercial appliances. Appliances with cooling elements, such as motor vehicle air conditioners, refrigerators, freezers, window air conditioning units, water coolers, vending machines, ice makers, and dehumidifiers must be handled and disposed in accordance with EPA requirements as specified in 40 CFR § 82.162.

3.2 Approved Alternative Daily Cover (ADC)

This MFPA grants permission to apply alternative daily covers (ADC) at TRL. The following conditions shall govern all ADC use at TRL:

- a. Should the application of any ADC become impracticable or contribute to conditions hazardous to public health, safety, or the environment, PC shall terminate such use and revert to using compacted earthen material or other approved ADC.
- b. PC shall place compacted earthen material over the entire working face at the end of any operating day preceding a period of time when the facility is closed for more than twenty-four (24) hours unless otherwise specified.
- c. All waste-derived materials used as ADC shall be subject to solid waste landfill disposal fees.
- d. A minimum of a one (1) day stockpile of earthen cover material and required equipment shall be available to ensure a corrective response to any violation of performance of any ADC.
- e. The following are approved landfill ADC:
 1. Chopped or shredded tire pieces, as defined in A.R.S. § 49-701(38):
 - i. Chopped or shredded tire pieces shall be of size less than or equal to four (4) inches.
 - ii. The chopped/shredded waste tire ADC shall be restricted to a minimum compacted thickness of six (6) inches.
 - iii. Chopped or shredded waste tire pieces may not be used for more than two (2) consecutive days at a time. A minimum of six (6) inches of compacted earthen material or other approved ADC, other than waste mining tire pieces, is to be used on the third day.
 - iv. Chopped or shredded waste tire pieces are not to be mixed with and/or used in combination with any other approved ADC at the same working face in the same day.
 2. Chopped or shredded vegetative waste as defined in A.R.S. § 49-701(36):
 - i. The chopped or shredded vegetative waste shall be placed in compacted layer six (6) inches thick (minimum).
 - ii. Shredded vegetative waste may not be used in combination with any other ADC material at the same working face on the same day.
 - iii. The shredded vegetative waste may not be exposed on an active slope for more than 21 days.

3.3 Operations

- a. Adequate supervision and operational controls shall be in place to ensure that all personnel working within the facility are aware of, and understand, the operational requirements as described in 40 CFR 258, Subpart C, monitoring criteria described in 40 CFR 258, Subpart E, the operational provisions described in this MFPA, and the operating criteria as stated in the *SWFP*.

- b. Water used as a dust control measure shall be limited to the minimum amount required to be applied for effective dust control. Water shall be not allowed to pond within the roadways or any other areas that use water to control dust.

3.4 Operational Provisions

Pursuant to A.R.S. Title 49, Chapter 4, Article 4, ADEQ requires that PC must:

- a. Operate TRL in a manner that protects public health and safety and the environment and prevents and abates environmental nuisances.
- b. Control wind dispersion and other surface dispersions of the landfill materials so that they do not create a public nuisance or pose an imminent and substantial endangerment to public health or the environment. Visible materials that have dispersed beyond the boundaries of the current work face shall be collected on a regular basis.
- c. Cover disposed solid waste with six (6) inches of earthen material or approved ADC at the end of each operating day or as necessary to control vectors, fires, odors, blowing litter, and scavenging.
- d. Prevent or control on-site populations of disease vectors using techniques appropriate for the protection of human health and the environment.
- e. Ensure that the concentration of methane gas generated by the facility does not exceed 25 percent of the lower explosive limit for methane in facility structures or exceed the lower explosive limit at the property boundary.
- f. Ensure that the landfill units do not violate any applicable requirements developed under a State Implementation Plan approved by the EPA Administrator pursuant to section 110 of the Clean Air Act, as amended.
- g. Control public access and prevent unauthorized vehicular traffic and illegal dumping of wastes by using artificial barriers, natural barriers, or both, as appropriate.
- h. Ensure that there is no discharge of pollutants into the waters of the United States from the landfill.
- i. Ensure that bulk or non-containerized liquids are not placed in the landfill except liquids that are approved for disposal over the lined areas of the TRL including liquids commingled with household wastes, conditionally exempt small quantity generator wastes, leachate, condensate, and potable water when used as dust control.
- j. Record and retain in a daily operating record for the following items:
 - 1. Any location restriction demonstrations required under 40 CFR § 258, Subpart B.
 - 2. Random inspection, training, and notification documentation required by 40 CFR § 258.20.
 - 3. Gas monitoring results and any remediation plans required by 40 CFR § 258.23.

4. MSWLF unit design documentation for placement of leachate and/or gas condensate in a landfill cell as required by 40 CFR § 258.28(a)(2).
5. Groundwater monitoring/corrective action sampling, analytical data, demonstrations, certifications, findings, etc. as required under 40 CFR § 258, Subpart E.
6. Closure and post-closure care plans and monitoring, testing and/or analytical data as required by 40 CFR §§ 258.60 and 258.61.
7. Financial assurance documentation required by 40 CFR § 258, Subpart G.

3.5 Excluding the Receipt of Hazardous Waste

Pursuant to 40 CFR § 258.20, an owner or operator of a municipal solid waste landfill facility unit must implement a program at the facility for detecting and preventing the disposal of regulated hazardous waste as defined in 40 CFR § 261 and polychlorinated biphenyl (PCB) wastes as defined in 40 CFR § 761. This program must include at minimum:

- a. Random inspections of incoming loads to ensure that loads do not contain unapproved materials as listed in Section 2.2(b) of this MFPA.
- b. Records of any inspections.
- c. Training of facility personnel to recognize regulated hazardous waste and PCB wastes.
- d. Notification of the ADEQ Solid Waste Inspections and Compliance Unit if a regulated hazardous waste or PCB waste is discovered at the facility.
- e. Reviewing all industrial, demolition and commercial process waste streams prior to acceptance (pre-screening) to ensure proper management and exclude the acceptance of hazardous wastes or PCBs.

3.6 Storm Water Management

- a. The proper control of surface water drainage shall be implemented to prevent storm water from running onto the site pursuant to 40 CFR § 258.26, and to prevent precipitation that falls on the landfill from ponding on the landfill surface or causing soil erosion in the landfill area.
- b. The drainage diversion system must be capable of diverting surface water run-on and run-off resulting from a rainfall event equal to a twenty-five (25) year; twenty-four (24) hour storm away from the active landfill areas in accordance with 40 CFR § 258.26.
- c. TRL units shall not cause the discharge of pollutants into waters of the United States.
- d. All surface water collection systems shall be constructed to resist the maximum horizontal acceleration in lithified earth at this site.

3.7 Groundwater Monitoring

- a. Groundwater monitoring shall be conducted in accordance with 40 CFR §§ 258.50 through 258.55 at a semiannual frequency.
 1. Three (3) groundwater monitoring wells (TANG-1, TANG-2 and TANG-4) and one (1) water supply well (TANG-OFF) are located at TRL. TANG-4 was constructed near the former TANG-3 as a replacement well for TANG-3. TANG-1 and TANG-OFF are down-gradient wells, TANG-4 is an up-gradient well, and TANG-2, located in the southwest corner of the facility, is a cross-gradient well.
 2. The regional groundwater flow direction in the Santa Cruz river drainage basin generally parallels the channel of the Santa Cruz River to the west-northwest, and the depth to groundwater at TRL ranges between 240 to 295 feet.
 3. A modified list of organic compounds for groundwater monitoring was approved on June 29, 1999.
 4. Elevated nitrate levels (>10 mg/L) that are occasionally observed in the monitoring wells are attributed to active agricultural land in the vicinity of the facility property. Adjacent to the southeast corner of TRL is the closed Marana Landfill that occupies approximately 40 acres. There have been no known releases from the Marana Landfill, and it was capped in the early 1980's with two or more feet of sandy soil, gravel and rocks.
- b. Monitoring equipment required by this MFPA shall be installed and maintained so that representative groundwater samples can be collected. Should a new on-site groundwater monitoring well(s) be determined to be necessary, a well installation plan shall be submitted within sixty (60) days to the ADEQ Solid Waste Plan Review Unit for approval as a Type III Change pursuant to A.R.S. § 49-762.06(A)(3). This requirement does not apply to groundwater extraction/remediation wells. Upon installation of the monitoring well, the construction details, including the latitude and longitude, shall also be submitted to the ADEQ Solid Waste Plan Review Unit.

3.8 Landfill Gas Monitoring

- a. PC shall continue its routine methane monitoring program in gas monitoring probes TP 2, TP 3, TP 4, TP 6, TP 7, TP 8 and TP 10, to ensure that the standards of 40 CFR § 258.23(a) are met. Such routine methane monitoring shall be designed to include:
 1. Facility structures (excluding gas control or recovery systems), and
 2. Facility property boundaries.
- b. Routine methane monitoring must be conducted at least quarterly based on the requirements of 40 CFR § 258.23(b)(2) and may be changed by the Director after a reported landfill gas exceedance.
- c. Pursuant to 40 CFR § 258.23, if a methane gas exceedance occurs at facility structures or at the facility boundaries, PC shall immediately take all necessary steps, as specified in Section 2.3(b) of this MFPA, to ensure protection of human health and the environment.

- d. Maintenance of gas monitoring equipment after landfill closure shall be performed as specified in Section 4.3 of this MFPA.
- e. Installation of a landfill gas extraction system and a landfill gas-to-energy facility as detailed in the *Tangerine Road Municipal Landfill (TRML) – Type III Municipal Solid Waste Facility Plan (MSWFP) Permit No. 10007600.03 Amendment Request for the Installation of a Landfill Gas Extraction System and Landfill Gas to Energy Facility*, prepared by Bryan A. Stirrat & Associates, dated September 23, 2011, was approved on December 20, 2011, and consists of the following:
 - 1. The landfill gas extraction system consists of 30 vertical LFG collection wells and associated piping as shown in Drawing No. 1 of 1, *Conceptual Gas System Plan for the Tangerine Road Landfill*, of the Type III Change application referenced above.
 - 2. The landfill gas-to-energy facility consists of a 1.4 megawatt (MW) reciprocating engine having a non-methane organic compound (NMOC) destruction efficiency of 98 percent (%) or greater.

3.9 New Construction

- a. All future construction shall follow ADEQ approved designs, drawings and specifications.
- b. A quality assurance engineer (QAE) shall be responsible for all construction quality assurance (CQA) and construction quality control (CQC) procedures for any construction. The QAE shall be an Arizona registered professional engineer. The QAE shall be responsible for reporting, inspecting, collection and interpretation of field and laboratory results. The QAE shall certify that all construction, including excavation, soil segregation, subgrade preparation, liners and leachate recovery and collection system installation, operation layer construction, and any other construction or installation work, is performed according to the CQA program referenced in the project quality assurance manual, the manufacturer's specifications, engineering testing standards and/or the federal, state, or local regulations that may apply to the work.
- c. PC shall submit the CQA/CQC report, as-built drawings and certifications of completion to the ADEQ Solid Waste Plan Review Unit prior to the beginning of new cell fill operations. The CQA/CQC report may be delayed for up to sixty (60) days by the QAE's temporary certification letter. If the CQA/CQC report is not submitted to ADEQ within sixty (60) days of the temporary certification letter, ADEQ may rescind the approval.
- d. Pursuant to A.R.S. § 49-762.06, PC shall submit a notification to ADEQ of any Type II, III, or IV change to the approved *SWFP*. Type III and IV changes require prior approval from ADEQ before implementation.
- e. The configuration of the final landfill slopes and elevations shall be consistent with the site zoning and the plans that are part of this approval.

3.10 Safety Provisions

- a. Access: PC must limit and control public access, unauthorized vehicular traffic, and illegal dumping of wastes by using natural barriers, artificial barriers, or both, as appropriate, to protect human health and the environment pursuant to 40 CFR § 258.25.
- b. Scavenging: No material shall be removed or scavenged from the working face except to remove unauthorized waste materials identified after disposal.
- c. Working face: The size of the working face must be limited to the smallest possible area to provide easy manageability, ensure vehicle and public safety and minimize public health nuisances.
- d. Landfill gas: PC must ensure the concentration of methane gas does not exceed:
 - 1. Twenty-five percent (25%) of the LEL limit for gases in facility structures, and
 - 2. The LEL for gases at the property boundary.

3.11 Recordkeeping

- a. Landfill gas and groundwater exceedances, must be reported in accordance with 40 CFR §§ 258.23 and 258.54, respectively.
- b. PC shall comply with all other recordkeeping requirements pursuant to 40 CFR § 258.29 for at least three (3) years from the date of occurrence. These records shall be available for ADEQ personnel upon request.
- c. PC shall submit a summary of all Type II Change modifications to ADEQ annually, by March 31, for the preceding calendar year.
- d. PC shall maintain any Type I change records in the facility file for a minimum of three (3) years from the date of occurrence in accordance with A.R.S. § 49-762.06(A)(1). These records shall be available to ADEQ personnel upon request. Additional operational records such as landfill fire, visual settlement or subsidence, explosions, discharge of hazardous or other wastes not permitted at the landfill facility, flood damage or erosion shall be placed in a file that is retained on site.

3.12 Annual Registration and Disposal Fees

- a. PC shall comply with A.R.S. § 49-747 and A.A.C. R18-13-2101 through 2103 and shall pay an annual registration fee for TRL to ADEQ.
- b. PC shall comply with A.R.S. § 49-836 and pay solid waste landfill disposal fees to ADEQ based on the amount of waste landfilled at TRL.

4.0 CLOSURE AND POST-CLOSURE PROVISIONS

4.1 Final Closure

The following steps shall occur during the landfill closure process:

- a. In accordance with 40 CFR § 258.60(e), PC must notify ADEQ of the intent to close the landfill.
- b. In accordance with 40 CFR § 258.60(g), closure activities for TRL must:
 1. Begin no later than thirty (30) days after the date on which TRL receives its known last receipt of waste or if the landfill has remaining capacity and there is a reasonable likelihood that TRL will receive additional waste, no later than one (1) year after the most recent receipt of waste, and
 2. Follow the approved closure plan that is part of the *SWFP*.
- c. Closure activities must be completed within one hundred eighty (180) days following beginning of closure as specified in paragraph (b) above.
- d. Following closure construction, PC shall notify ADEQ through a certification document, signed and sealed by an independent Arizona registered professional engineer, that the closure has been completed in accordance with the approved TRL closure plan and this MFPA.
- e. Upon approval of the closure certification report by ADEQ, a letter will be issued notifying PC that TRL is officially closed and released from future annual registration fees and operational financial assurance.

4.2 Landfill Final Cover Construction

The final cover shall be consistent with the final cover approved in the *SWFP*:

- a. The landfill final cover shall consist of at least 12 inches of compacted soil (intermediate cover) above the top of the waste, and one (1) of the following two (2) alternatives:
 1. A 40-mil geomembrane and an 18-inch thick vegetative layer (1.2×10^{-4} cm/sec), or
 2. A 30-inch layer of soil with a minimum permeability of 1.2×10^{-4} cm/sec, and a six (6)-inch erosion control layer capable of sustaining native vegetation.
- b. The landfill covers (eastern and western disposal areas) shall be constructed with side slopes at a maximum 4:1 (horizontal:vertical) grade, and top decks sloped at two (2) to three (3) % to accommodate proper drainage.
- c. The maximum closure height elevations are 2,085 feet mean sea level (msl) and 2,083 feet msl in the western disposal area and east disposal area, respectively.
- d. Any changes to the approved final cover system shall be approved in writing by ADEQ prior to implementation of the changes.

4.3 Post-Closure Care

Post-closure care shall be provided at TRL for thirty (30) years from the date of final closure acknowledgment by ADEQ under 40 CFR § 258.61(a), except as provided under 40 CFR § 258.61(b), and shall consist of:

- a. 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.
- b. Maintaining and operating the landfill leachate collection system in accordance with the requirements of 40 CFR § 258.40. The Director may waive this requirement if PC demonstrates that leachate no longer poses a threat to human health and the environment.
- c. Maintaining and operating the landfill gas monitoring system in accordance with the requirements of 40 CFR § 258.23 and 40 CFR § 258 Subpart F.
- d. Maintaining and operating the groundwater monitoring system in accordance with the requirements of 40 CFR § 258.61(a)(3).
- e. 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.

4.4 Post-Closure Financial Assurance

Yearly financial assurance demonstrations for thirty (30) years of post-closure care, as required by Section 2.5 of this MFPA, shall continue until PC is notified by ADEQ that it is released from this requirement.

5.0 APPROVAL HISTORY

01/08/1985	Notice of Disposal
06/11/1993	Composting demonstration project
10/07/1993	Approval to accept asbestos and asbestos containing material
11/03/1995	Approval to Construct Cell 2C
08/22/1996	Approval to Operate Cell 2C
05/06/1997	Pilot project for shredded waste tires as ADC
07/10/1997	Authorization of battery collection/recycling facility
07/17/1997	Approval to dispose of non-pneumatic solid rubber tires
01/25/1998	<i>APP No. P-101077.01</i> , authorization to construct and operate leachate evaporation pond
07/19/1998	<i>Solid Waste Facility Plan Approval No. 10007600</i> , incorporating previous approval to operate Cell 2C granted on 08/22/1996

- 06/29/1999 Approval to modify the list of organic parameters for the groundwater monitoring program
- 02/29/2000 Approval of use of shredded green waste as ADC with conditions
- 05/24/2001 Approval to dispose of alligator tire pieces in the working face of the landfill
- 07/19/2001 Approval to place stormwater from Ryan Field and Catalina transfer stations in leachate evaporation pond
- 09/19/2002 Reauthorization of battery collection/recycling facility
- 09/17/2003 *Master Facility Plan Approval No. 10007600.02*, combining previous approvals
- 07/20/2006 *Master Facility Plan Approval No. 10007600.03*, Type III Change increasing the landfill height and total volume by 9.5%
- 12/20/2011 *Master Facility Plan Approval No. 10007600.04*, Type III Change, approving the installation of a landfill gas extraction system and a landfill gas-to-energy facility
- 10/23/2013 *Master Facility Plan Approval No. 10007600.05*, Type III Change, approving Tucson Recycling & Waste Services, LLC as the new TRL operator
- 02/27/2014 *Master Facility Plan Approval No. 10007600.06*, Type III Change, approving Pima County as the new TRL operator

6.0 REFERENCES

- 07/20/1981 *Field & Laboratory Investigation Report, Tangerine Road and Catalina Landfills, SLQ No. 560, Pima County, Arizona*, by Sergeant, Hauskins & Beckwith
- Sept. 1982 *Tangerine Road Regional Sanitary Landfill, Design Report and Operational Plan, Volume 1*, by Pima County Wastewater Management
- Sept. 1982 *Tangerine Road Regional Sanitary Landfill, Design Report and Operational Plan, Volume 2*, by Pima County Wastewater Management
- 01/13/1987 *Tangerine Road Regional Sanitary Landfill, Liner Installation and Leachate Control System B Pit 2A and Leachate Evaporation Pond, Contract 249*, (Specifications and Contract Documents)
- 10/29/1993 *Aquifer Protection Permit Application Document, Tangerine Road Landfill, Pima County, Arizona (2 Volumes)*, by SCS Engineers
- Aug. 1994 *Senate Bill 1417, Arizona Revised Statutes 49-762.01.A Submittal for the Tangerine Road Landfill Facility*, by Pima County Solid Waste Management Department
- 06/30/1995 *Alternative Base Lining System Equivalency Demonstration for Cell 2C of the Tangerine Road Landfill, Pima County, Arizona*, by SCS Engineers
- July 1995 *Solid Waste Facility Plan, Tangerine Regional Landfill (3 Volumes)*, by Pima County Solid Waste Management Department
- 07/14/1995 *Draft Construction Quality Assurance Quality Control Plan for the Pima County Tangerine Road Landfill Facility, Pima County, Arizona*, by SCS Engineers
- 09/29/1995 *Construction documents for Cell 2C and Stormwater Retention Basins, Tangerine Road Landfill, Pima County, Arizona*, by SCS Engineers
- 10/25/1995 *Preliminary Facility Stormwater Management System for the Tangerine Road Landfill*, by SCS Engineers
- 11/07/1995 *Construction Documents for Cell 2C, Stormwater Retention Basins and Leachate Evaporation Pond, Tangerine Road Landfill, Pima County, Arizona*, by SCS Engineers
- Jan. 1996 *Aquifer Protection Permit Application for the Tangerine Regional Landfill Surface Impoundments*, by Pima County Solid Waste Management Department
- 02/16/1996 *Revised Solid Waste Facility Plan, Tangerine Regional Landfill (3 Volumes)*, by Pima County Solid Waste Management Department

- 07/31/1996 *Tangerine Road Landfill, Construction Documentation Report for Cell 2C, Stormwater Retention Basins and Leachate Evaporation Pond (2 Volumes), by SCS Engineers*
- 07/31/1996 *Photo-documentation for Tangerine Road Landfill, Construction Documentation Report for Cell 2C, Stormwater Retention Basins and Leachate Evaporation Pond, by SCS Engineers*
- 06/20/2002 *Annual Operating Record Update Report Tangerine Road Regional Landfill, by Pima County Wastewater Management Department*
- May 2006 *Type III Permit Modification to the Solid Waste Facility Plan, Tangerine Road Landfill Facility, Volume I, by Bryan A. Stirrat & Associates*
- 09/23/2011 *Tangerine Road Municipal Landfill (TRML) – Type III Municipal Solid Waste Facility Plan (MSWFP) Permit No. 10007600.03 Amendment Request for the Installation of a Landfill Gas Extraction System and Landfill Gas to Energy Facility, by Bryan A. Stirrat & Associates*
- 10/10/2013 *Tangerine Road Landfill, Pima County, Arizona, Type III Application Request – Operation Contract Change, by Cornerstone Environmental Group, LLC*
- 02/11/2014 *Type III Change Request for Tangerine Landfill Facility Plan No. 10007600, Change of Operator, by Pima County*

End of Master Facility Plan Approval No. 10007600.06



SMALL BUSINESS ENTERPRISE DOCUMENTS

PIMA COUNTY PROCUREMENT

SMALL BUSINESS ENTERPRISE SBE

Revised: December 2014

**Pima County Procurement Department
SBE / Vendor Relations Division**

130 West Congress Street, 3rd Floor, Tucson, Arizona 85701
(520) 724-8260 / Fax (520) 724-3646



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SBE INSTRUCTIONS TO BIDDERS

The Pima County MWBE Program has undergone substantial revisions in response to an updated disparity study accepted by the Board of Supervisors on October 7, 2008. All bidders should read these SBE documents carefully. The major changes reflected in these documents are the creation of a race and gender neutral Small Business Enterprise Program to encourage contracting with all small businesses.

1. PIMA COUNTY SMALL BUSINESS ENTERPRISE CODE GENERAL PROVISIONS

This project is subject to the Pima County Code, Title 20, Chapter 20.24, pertaining to participation of subcontractors. It is the responsibility of all contractors, vendors, suppliers and others interested in doing business with Pima County to read and become familiar with this section of the code.

A minimum goal of **Three Percent (3%)** for participation by Small Business Enterprises (SBE) as a percentage of the base bid is established for this project.

2. SBE CERTIFIED BUSINESS DIRECTORY

The SBE vendor list available at <http://www.pima.gov/procure/sbe/SBEdir.pdf> contains the current listing of approved SBE firms that may potentially be used on this project. How the bidder utilizes SBEs from this list and in what areas to meet the goal is completely at the bidder's discretion. Only Certified SBE firms whose principal place of business is located within Pima County are eligible to meet the SBE goal on this project, including suppliers, manufacturers, subcontractors and service suppliers.

SBE MATERIALS THAT MUST BE SUBMITTED WITH THE BID

1. SMALL BUSINESS ENTERPRISE (SBE) ASSURANCES CERTIFICATION

The bidder shall complete the attached Small Business Enterprises Assurances Certification form.

The following Certification deficiencies may cause the bid to be declared non-responsive:

- **failure to elect one of the options; and/or**
- **failure to sign the form**

Failure to complete the Small Business Enterprises Assurances Certification may be just cause for declaring your bid non-responsive.

2. STATEMENT OF PROPOSED SBE UTILIZATION

The use of minority and woman owned and small business firms is encouraged regardless of whether a goal has been set. In projects containing bid alternates which may or may not be awarded, subcontracting goals will be set only for the base bid.

The firms and dollar amounts indicated on the Statement of Proposed SBE Utilization form shall be used to verify the Bidder's overall SBE utilization and determine if the Bidder meets the minimum SBE goal set for the Project. Upon award of Contract, the Bidder shall then be responsible for documenting and reporting the utilization of the firms indicated on the Statement of Proposed SBE Utilization to the SBE Program Coordinator for the duration of the project.

- A. **General:** All bidders including SBEs must comply with all requirements herein and **shall not use their own participation to satisfy the required goal.** The prime contractor may count only subcontracts with certified SBE firms performing a "commercially useful function." Chapter 20.08 of the County Code contains the legal definition of "commercially useful function" and all bidders are urged to become familiar with it. Generally, a subcontractor must be responsible for a distinct portion of the work on a project and discharge its responsibility by actually performing, managing, and supervising the work involved.
- B. **Brokers and Suppliers:** One hundred percent (100 %) of expenditures with SBE firms classified as suppliers or brokers may be credited toward the applicable subcontracting goal provided that the total expenditures do not exceed 25 percent (25%) of the applicable total goal. A supplier is defined as a firm that does not directly manufacture the product supplied for the project. A broker is defined as a firm supplying services or labor through the use of individuals not directly employed by the broker, i.e., employment taxes and insurance are not paid directly by the broker.
- C. **Dealers and Wholesalers:** One hundred percent (100%) of expenditures with certified SBE firms classified as dealers or wholesalers may be credited toward the applicable subcontracting goal provided that the total expenditures do not exceed 25 percent (25%) of the applicable total goal. Dealers or wholesalers are defined as firms that operate, own, and maintain a store, warehouse, or other establishment in which the materials or supplies required for the completion of the project are bought, kept in stock, and regularly sold to the public in the usual course of business. To be considered as a dealer, the firm shall be engaged in, as its principal business, and its own name, the purchase and sale of the

products. A dealer or wholesaler in such bulk items as: steel, cement, gravel, stone, and petroleum products shall keep such products in stock and available for sale.

3. CERTIFICATE OF GOOD FAITH EFFORT/REQUEST FOR SBE WAIVER

If the Bidder is unable to meet the minimum SBE subcontracting goal set for this project, Bidder shall complete and submit with the sealed bid the attached *Certificate of Good Faith Effort/Request for Waiver* form and documentary evidence to support a full or partial waiver. The Pima County SBE Program Coordinator may reject a request for waiver.

Good faith efforts will not be recognized if the contractor failed to contact the Pima County SBE Program Coordinator to request assistance in a timely manner (at least 3 working days) prior to the bid opening.

The telephone number for the SBE Program Coordinator is (520) 724-8260

The information submitted shall clearly describe whether a full or partial waiver of the SBE subcontracting goal is being sought, a clear statement of the reason(s) why the waiver should be granted, and the additional supporting information described below to document the bidder's good faith efforts. If a partial waiver is sought, the Statement of Proposed SBE Utilization form showing the SBE firms the bidder proposes to use along with a complete description of the scope of the waiver requested shall be submitted. Each request for waiver shall include:

- A. Verification of advertisements for three (3) consecutive days in an approved general circulation publication, copies of notices of solicitations published in trade magazines, small business publications, and/or copies of written notification to SBEs soliciting participation in the project. Transmission/publication dates will be evaluated to determine whether the notices provided to SBEs were adequate notice to prepare a bid. FAX logs and publication proofs are acceptable documentation.
- B. Evidence of the bidder's efforts to divide the work into smaller units to increase the likelihood of SBE participation.

For example: Did the bidder attempt to subdivide individual trades into units within SBEs capabilities? A typical example would be to separate curbs, gutters and flatwork from structural concrete.

- C. Evidence of the efforts made to negotiate with SBEs, including, at a minimum:
 - 1. The date, name, addresses and telephone numbers of the individual contacted (the Pima County SBE Program Coordinator will verify this information);
 - 2. Contemporaneous records of telephone calls and/or other negotiations (hand written records are acceptable);
 - 3. A description of the information provided to SBEs describing the work to be done; and,
 - 4. A statement containing the reasons why additional agreements with SBEs, if needed to meet the stated goals, were not reached.

-
- D. Evidence of efforts made to assist SBEs contacted to obtain bonds and insurance which the bidder requires;
 - E. If the bidder determines an SBE not to be qualified to perform work, for which it is properly licensed, a written statement of the reasons for the bidder's conclusions;
 - F. Copies of all written bids or records of verbal quotes received from SBEs; and
 - G. Price alone may not be sufficient reason to reject an SBE bid. The County may waive a project goal, at least in part, if the SBE subcontractor bid(s) received by the contractor in one trade exceed the bid(s) of the lowest non-SBE competing for the same work by the lesser of fifteen percent (15%) or two hundred fifty thousand dollars (\$250,000) and no other trade area is available to meet the established SBE goal. A contractor shall not compare self-performed costs against an SBE subcontractor quote as justification for the rejection of a bid. If an excessive price was a determining factor in rejecting the bid of an SBE firm, the bidder must supply the following:
 - a. Provide a brief explanation of why any of these SBE bids were rejected.
 - b. Provide documentation to show ALL other bids, both SBE and non-SBE. The County will verify all contacts and bids.
 - c. Attach additional sheet(s) so that all SBEs contacted are listed.

SBE COMPLIANCE

1. CONTRACTOR SBE COMPLIANCE

- A. Items of work to be awarded to SBEs shall be performed by the designated SBE or a substitute approved by the Pima County SBE Program Coordinator. The work shall not be performed by the Contractor in place of the designated SBE subcontractor without prior approval by the Pima County SBE Program Coordinator.
- B. In the event an SBE is unable or unwilling to perform the work, the contractor shall notify the SBE Program Coordinator and the Project Manager. Failure on the part of one SBE subcontractor does not relieve the contractor of responsibility for meeting the required SBE goal. The contractor shall make a good faith effort to obtain a certified SBE replacement to perform an equal or greater dollar value of work. Approval of the Pima County SBE Program Coordinator must be obtained prior to the start of work by the substitute subcontractor.
- C. **A monthly *Contractor's Statement of SBE Utilization* report shall be submitted** to the SBE Program Coordinator for each project which has been assigned SBE subcontracting goals, **commencing with the initial pay request.**

This report is to be submitted regardless of whether or not the assigned SBE subcontractors have been utilized. The information submitted on the *Contractor's Statement of SBE Utilization* report must reflect the payments made to the SBE subcontractors proposed to be utilized on the *Statement of Proposed SBE Utilization* form submitted with Contractor's bid at time of bid opening.

Contractor shall supply copies of all contracts, purchase orders, etc. with SBE firms to be used on the project at the pre-construction conference.

SMALL BUSINESS ENTERPRISE (SBE) ASSURANCES CERTIFICATION

The undersigned, fully cognizant of the SBE requirements and of the SBE (Small Business Enterprises) goal established for this project, hereby certifies that in the preparation of this bid for:

IFB No. 198029 – TANGERINE LANDFILL FINAL CLOSURE PLAN

(Check only one option)

- _____A. Bidder will meet the established SBE subcontracting goals set for this project. Bidder has made appropriate arrangements with certified SBEs (Small Business Enterprises), and has fully completed the "Bidders Statement of Proposed SBE Utilization," which is submitted with the bid. If the Bidder makes this selection, the bidder cannot submit a waiver request. Only **certified** Small Business Enterprise firms whose physical business is located within the Tucson Metropolitan Statistical Area are eligible to meet the SBE goal on this project
- _____B. Bidder affirms the bidder has exercised good faith efforts and was **UNABLE** to meet the established SBE subcontracting goal set for the project. Bidder claims it is entitled to a full or partial goal waiver, and bidder submits a fully documented *Certificate of Good Faith Effort/Request for Waiver* with the bid. The request for waiver will be acted on at the time the recommendation for award is made. The denial of the waiver will result in the determination that the bid is non-responsive.

NOTE: IF Option "A" is selected, Request for Waiver documents are not required.

SIGNATURE: _____ **DATE:** _____

PRINTED NAME & TITLE: _____

FIRM NAME: _____

**THE BID MAY BE REJECTED AS NON-RESPONSIVE IF THIS
CERTIFICATION IS MISSING OR INCOMPLETE.**

CERTIFICATE OF GOOD FAITH EFFORT/REQUEST FOR WAIVER

The intent of this certificate is to document the good faith efforts implemented by the contractor in soliciting and utilizing SBE firms in determining whether the contractor has implemented comprehensive good faith efforts. The burden of proof rests with the contractor. See the SBE INSTRUCTIONS TO BIDDERS section of these Documents. The SBE waiver requirements are available upon request by contacting Hyewon Shin at (520) 724-8260 or via email at hyewon.shin@pima.gov. This certificate must be submitted with the bid proposal. Pima County will notify the contractor of acceptance or rejection of this effort.

Failure to implement "good faith" efforts to the satisfaction of Pima County will result in rejection of the bid as non-responsive. **Good faith efforts will not be recognized if the contractor failed to contact the Pima County SBE Program Coordinator to request assistance in a timely manner (at least three working days) prior to the bid opening. The telephone number for SBE Program Coordinator is (520) 724-8260.**

I, _____, do hereby acknowledge that I am the _____
of _____ who is a bidder/prime contractor for Pima County

IFB NO 198029 – TANGERINE LANDFILL FINAL CLOSURE PLAN

I hereby certify that I have used comprehensive "good faith" efforts to solicit and utilize SBEs to meet the SBE goal of this contract as demonstrated by my responses to the following questions:

1. Is a partial waiver or a complete waiver being sought? Please Explain. (If a partial waiver is being sought, the Statement of Proposed SBE Utilization form must be filled out completely and included with the bid).

2. Contractors are encouraged to select portions of work to be subcontracted in a manner which will increase the likelihood of meeting the SBE goal. In selecting work to be subcontracted contractors will consider, where appropriate, breaking down contracts into economically feasible units to facilitate SBE participation.

Which portions of the contract, in terms of the nature of the work, were selected to be subcontracted to SBE firms? Attach supporting documentation if available. (e.g. memos, proposal, project breakdown, etc.)
