

# COB - BOSAIR FORM

11/12/2025 3:00 PM (MST)

Submitted by Kelsey.Braun-Shirley@pima.gov



## BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

**\*All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.\***

Record Number: SC PO SC2500000611

**Award Type:** Award

**Is a Board Meeting Date Requested?** Yes

**Requested Board Meeting Date:** 12/02/2025

**Signature Only:**

NO

**Procurement Director Award / Delegated Award:**

- N/A

**Supplier / Customer / Grantor / Subrecipient:** T B Contractors, Inc. (Headquarters: Tucson, AZ) - Primary  
Southwest Hazard Control, Inc. (Headquarters: Tucson, AZ) - Secondary

**Project Title / Description:** Watercourse and Property Cleanup Services

**Purpose:** Award: Supplier Contract No. SC2500000611. This Supplier Contract is for an initial term of one (1) year in the shared annual award amount of \$2,500,000.00 (including sales tax) and includes four (4) one-year renewal options.  
Administering Department: Flood Control.

**Procurement Method:** Other

**Insert additional Procurement Method info, if applicable:** Pursuant to Pima County Procurement Code 11.12.020, Competitive sealed proposals, Solicitation No. RFP-2500015487 was conducted. Three (3) responses were received. Award is to the responsive and responsible respondents submitting the highest scoring proposals.

RQID: 2500015487

Attachment: Notice of Recommendation for Award and Supplier Contract.

**Program Goals/Predicted Outcomes:**

The primary goal of this program is to implement a more efficient and cost-effective approach to watercourse debris cleanup that ensures the continued flow of water, reduces the risk of flooding, and protects aquatic habitats. The desired outcomes include streamlined debris removal processes, reduced operational costs, minimized environmental impact, and improved response times to obstruction events. By optimizing resource allocation and leveraging best practices, the program aims to maintain cleaner waterways while enhancing public safety and environmental sustainability.

**To: COB 11/17/2025 (1)**  
**Vers: 0**  
**Pgs: 50**

**Public Benefit and Impact:**

The public benefits from more efficient and cost-effective watercourse debris cleanup through enhanced flood prevention, improved public safety, and better

protection of local infrastructure and natural resources. Cleaner waterways contribute to healthier ecosystems, support recreational use, and reduce long-term maintenance costs for taxpayers. This proactive approach ensures resilient water management that safeguards communities and promotes environmental stewardship.

**Budget Pillar**

- Core functions & excellent service
- Improve the quality of life
- Critical infrastructure & economic growth
- Conservation, sustainability & climate resiliency

**Support of Prosperity Initiative:**

- C-S-3. Prevent and Reduce Crime

**Provide information that explains how this activity supports the selected Prosperity Initiatives**

The new Watercourse and Property Cleanup Services contract directly supports all of Pima County's budget pillars by maintaining core functions and delivering excellent service through timely and responsive cleanup operations that enhance community safety and aesthetics. These services improve the quality of life for residents by removing debris, solid waste, and encampment materials from public water ways and properties, thereby promoting cleaner, safer, and more accessible public spaces. The contract also strengthens critical infrastructure and economic growth by ensuring that flood control channels, drainageways, and related facilities remain functional and free of obstructions, reducing the potential for costly damage or service disruptions. In alignment with the County's conservation and sustainability priorities, the contract incorporates best management practices to prevent erosion, protect water quality, and minimize environmental impacts. Additionally, by addressing the removal of debris and encampment materials that often contribute to unsafe conditions, this program supports the County's Prosperity Initiative objective to prevent and reduce crime through proactive maintenance, environmental stewardship, and interdepartmental collaboration.

**Metrics Available to Measure Performance:**

The Regional Flood Control District will monitor effectiveness using a combination of quantitative and qualitative performance metrics. These will include Geographic Information System tracking to document service areas and cleanup locations, measurement of debris removal in tonnage, and response times to reported drainage concerns. Additional evaluation methods will include regular site inspections, compliance with environmental and safety standards, cost efficiency per operation, and submission of detailed progress reports. All data will be compiled and reviewed on a scheduled basis to ensure transparency, accountability, and continuous improvement in service delivery.

**Retroactive:**

NO

**Contract / Award Information**

Record Number: SC PO SC2500000611

**Document Type:** SC

**Department Code:** PO

**Contract Number:** SC2500000611

**Commencement Date:** 12/02/2025

Termination Date: 12/01/2026

Total Expense Amount:

\$2,500,000.00

Total Revenue Amount:

\$0.00

Funding Source Name(s) Required: Flood Control District Special Revenue

Funding from General Fund?

NO

Contract is fully or partially funded with Federal Funds?

NO

Were insurance or indemnity clauses modified?

NO

Vendor is using a Social Security Number?

NO

Department: Procurement

Name: Kelsey Braun-Shirley

Telephone: (520)724-7466

Add Procurement Department Signatures

Yes

Add GMI Department Signatures

No

Division Manager/Procurement Officer Signature: Ana Wilber Digitally signed by Ana Wilber  
Date: 2025.11.13 13:26:39 -07'00' Date: \_\_\_\_\_

Procurement Director Signature: Bruce D Collins Digitally signed by Bruce D Collins  
Date: 2025.11.13 15:59:32 -07'00' Date: \_\_\_\_\_

Department Director Signature: Brian Jones Brian Jones  
2025.11.14 08:55:36-07'00' Date: 11/14/2025

Deputy County Administrator Signature: Jeff Date: 11/14/2025

County Administrator Signature: Jeff Date: 11/17/2025



## **NOTICE OF RECOMMENDATION FOR AWARD**

Date of Issue: November 14, 2025

The Procurement Department hereby issues formal notice to respondents to Solicitation No. RFP-PO-2500015487 for Watercourse and Property Cleanup Services that the following listed respondents will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after December 2, 2025.

Award is recommended to the highest scoring proposals.

<u>AWARDEE NAMES</u>	<u>SHARED ANNUAL AWARD AMOUNT</u>
T B Contractors Inc. (Primary)	\$2,500,000.00 (including sales tax)
Southwest Hazard Control Inc. (Secondary)	

### OTHER RESPONDENT NAMES

Canyon Ridge Services LLC

Issued by: Kelsey Braun-Shirley, Procurement Officer

Telephone Number: (520) 724-7466

This notice is in compliance with Pima County Procurement Code §11.12.020(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at [SBE@pima.gov](mailto:SBE@pima.gov).

**PIMA COUNTY**

Pima County Procurement Department  
 150 W. Congress St. 5th Fl  
 Tucson AZ 85701

**Supplier Contract**

Contract Number	SC2500000611
Contract Start Date	12-02-2025
Contract End Date	12-01-2026
Payment Type	Warrant/Check
Buyer	Kelsey Braun-Shirley
Phone Number	
Email	

Page

3 of 4

<b>Supplier:</b>  <b>T B Contractors Inc</b> 39583 S Highway 77 Tucson, AZ 85739	<b>Contract Name:</b>  Watercourse and Property Cleanup Services
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<b>Supplier Contact and Payment Terms:</b>	<b>Shipping Method</b>	<b>Delivery Type</b>	<b>FOB</b>
	Vendor Method	Standard Ground	FOB Dest, Freight Prepaid
<b>Currency</b>	<b>NTE Amount</b>	<b>Used Amount</b>	
Days: 0	USD	2,500,000.00	0.00

**Contract/Amendment Description:**

This Supplier Contract is for an initial term of one (1) year in the shared annual award amount of \$2,500,000.00 (including sales tax) and includes four (4) one-year renewal options.

Attachments: Offer Agreements

<b>Catalog Items: T B Contractors Inc</b>					
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
1	20 Yard Roll off	Each	850.00		
2	40 Yard Roll off	Each	950.00		
3	Backhoe	Hour	75.00		
4	Crew Leader with 4 x 4 pickup truck, truck mounted winch and cell phone	Hour	80.00		
5	Dump truck or trailer (minimum 7 yard capacity)	Hour	15.00		
6	Equipment Operator	Hour	55.00		
7	Laborer with hand tools	Hour	50.00		
8	Mini Excavator	Hour	75.00		
9	Multi - Terrain Loader	Hour	44.00		
10	Portal to Portal, Ajo, AZ Round Trip	Each	400.00		
11	Skid Steer w/ Grapple Bucket	Hour	50.00		

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

**PIMA COUNTY**

Pima County Procurement Department  
150 W. Congress St. 5th Fl  
Tucson AZ 85701

**Supplier Contract**

Contract Number	SC2500000611
Contract Start Date	12-02-2025
Contract End Date	12-01-2026
Payment Type	Warrant/Check
Buyer	Kelsey Braun-Shirley
Phone Number	
Email	

Page

4 of 4

**Catalog Items: T B Contractors Inc**

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
12	Superintendent with pickup truck and cell phone	Hour	90.00		

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

## OFFER AGREEMENT

### 1. PURPOSE

This contract establishes a system-generated form Supplier Contract ("SC") for Contractors to provide Pima County ("County") with Watercourse and Property Cleanup Services on an "as required basis" by issue of Delivery Order ("DO").

The established SC will be issued to all Contractors awarded on this contract. County will order Good/Services from the Contractor on the contract offering best value to County. Should that Contractor be unable to provide the Good/Service at the time requested, County will then order the Good/Service from another Contractor available on the contract.

### 2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS

The SC will document the commencement date of the contract and will be for a one (1) year period with four (4) one-year renewal options that the parties may exercise as follows: County will issue contract extensions, renewals, or revisions to Contractor with a revised SC document. Contractor must object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County. If Contractor does not notify County of any objections within that timeframe, the revision(s) will be binding on the parties.

### 3. CONTRACTOR MINIMUM QUALIFICATIONS

Contractor certifies that it is competent, willing, and responsible for performing the services or providing the products in accordance with the requirements of this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

Contractor will research the designated Issuing Agency requirements to perform the requested work; will list **currently active** license number(s), Description & Class for the required licenses; and agrees to maintain said license(s) for the term of the contract and to notify County within ten (10) business days of any change in license status.

Issuing Agency Name & Internet Address (URL)	License Number (to be filled in by contractor)	License Class & Description if Applicable (to be filled in by contractor)
AZ Registrar of Contractors <a href="http://www.azroc.gov">www.azroc.gov</a>	096233	GENERAL/COMMERCIAL & ENGINEERING

**Contractor will check appropriate response below and provide requested documents. Failure to check appropriate response and provide copies of requested documents may cause the offer to be rejected and deemed non-responsive:**

1	<p>Contractor must possess and maintain an Arizona's Contractor's license suitable for site cleanup activities as determined by County, such as classifications A, A-7, B, or C-21.</p> <p><b>Include one (1) copy of license with the Offer Agreement.</b></p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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### 4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK

See **Exhibit A: Scope of Services** (8 pages).

### 5. OFFER ACCEPTANCE & ORDER RELEASES

County will accept offer(s) and execute this contract by issuing an SC (recurring requirements) to be effective on the document's date of issue without further action by either party. The SC will include the term of the contract.

Pursuant to the executed SC, County departments requiring the goods or services described herein will issue a DO to the Contractor. County will furnish the DO to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

**Contractor must not supply materials or services that are not specified on the SC and are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO.**

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract amendment that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to County's Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

## **6. ACCEPTANCE OF GOODS & SERVICES**

The County Department designated on the issued order DO will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

## **7. COMPENSATION & PAYMENT**

The SC will establish the contractual Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract and cannot be altered without amendment. For this contract, the NTE Amount is shared between each Contractor awarded. The sum total of County payments to all Contractors cannot exceed the established NTE Amount, regardless of the independent total of each Contractor. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

### **7.1. Unit Prices (Net 30-day Payment Terms)**

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this contract, which includes the Offer Agreement and the Standard Terms and Conditions. County will make no payments for items not in the contract and Contractor will not invoice them.

Quantities in this solicitation are estimates only. County may increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the contract. County is not responsible for Contractor inventory or order commitment.

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully include State and City sales tax, County will pay such taxes as are **DIRECTLY** applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

### **7.2. Price Warranty and Trade-In Allowance**

Contractor will give County the benefit of any price reduction before actual time of shipment. Parties may negotiate a fair and equitable trade-in allowance value for County surplus property to be applied through either a discounted purchase price or account credit. The trade-in value must be stated on a written price quote prior to County making a purchase, or on a credit memo invoice for a prior purchase. Trade-In property will be itemized on the quote or invoice by description, model/part number, quantity and guaranteed trade-in value. County will coordinate and document the delivery of surplus trade-in property to Contractor. Award of contract constitutes disposition authority to trade-in surplus property pursuant to Board of Supervisors' Policy D.29.11, Surplus Personal Property.

### **7.3. Price Escalation**

All unit prices shall consider/provide for current economic and market conditions and include compensation for Contractor to implement and actively conduct cost and price control. No additional compensation shall be paid to Contractor to reimburse efforts to implement and conduct cost and price controls. **Prices shall remain fixed for the initial contract term, after which Contractor may submit no more than one (1) written Price Escalation Request ("PER") per term.** The PER must be submitted not later than 90 days prior to the contract renewal date and must clearly demonstrate justification for the increase in price, such as continued and significant changes in economic and/or market conditions justifying any requested price escalation. The PER must reference/cite any source materials used to form the basis of the proposed justification but must not include historical information prior to the initial contract term. County will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators or sources and conduct an analysis to determine 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable,

and 3) if approving the PER is in the County's best interest. County reserves the right to negotiate, accept or reject the PER, or terminate and re-solicit the contract.

#### **7.4. Living Wage**

All pricing will conform to Pima County's Living Wage Ordinance 2002-1 if applicable, including required annual adjustments of the wage.

#### **7.5. Additional Items and/or Services**

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously listed unit pricing.

#### **7.6. Standard Payment Term**

Net (30), effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

#### **7.7. Optional Early Payment Discount Term**

Pima County Administrative Procedure No. 22-35 Section 2.2.4 describes County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor will submit valid invoice document consistent with the associated DO to County's Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Early Payment Discount.

Optional Early Payment Discount: \_\_\_\_\_ % if payment tendered within \_\_\_\_\_ Days as indicated above.

#### **7.8. Invoicing**

Contractor will submit Request(s) for Payment or Invoices to the location and entity identified by County's DO document.

All Invoice documents will reference County's DO number under which the services or products were ordered. Contractor must utilize the item description, precise unit price, **AND** unit of measure included in County's order document for **ALL** Invoice line items. County may return invoices that include line items or unit prices that do not match those documented by County's order to Contractor unprocessed for correction.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

### **8. SUPPLIER RECORD MAINTENANCE**

#### **8.1. Pima County Supplier Record**

Contractor must establish and maintain a complete Pima County Supplier record, which includes the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9). The record must be registered with a valid and monitored email address for Contractor. In the event of any change that renders the information on that record inaccurate Contractor must update the record within ten (10) calendar days of the change and prior to the submission of any invoice or request for payment. Contractor must register through vendors@pima.gov.

#### **8.2. BidNet Vendor Record**

Contractor must establish and maintain an active BidNet Vendor record. The record must be registered with a valid and monitored email address for Contractor. Use of BidNet by Contractor may be governed by terms and

conditions as determined by BidNet, and County is not a party to any agreement formed by Contractor's use of the BidNet platform.

## **9. DELIVERY**

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Standard Terms and Conditions and to the location(s) on the DO document.

Contractor guarantees commencement of delivery of product or service in less than seven (7) calendar days after issue date of order.

## **10. TAXES, FEES, EXPENSES**

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or proposal preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

## **11. OTHER DOCUMENTS**

Contractor and County are entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. RFP-2500015487 including the RFP, Offer Agreement, Standard Terms and Conditions, solicitation amendments, Contractor's proposal, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

## **12. INSURANCE**

The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

### **12.1. Minimum Scope and Limits of Insurance**

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

#### **12.1.1. Commercial General Liability (CGL)**

Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

#### **12.1.2. Business Automobile Liability**

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

#### **12.1.3. Workers' Compensation (WC) and Employers' Liability**

Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

### **12.2. Additional Insurance Requirements**

The policies shall include, or be endorsed to include, as required by this contract, the following provisions:

**12.2.1. Claims-Made Insurance Requirements**

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

**12.2.2. Additional Insured Endorsement**

The General Liability, and Business Automobile policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

**12.2.3. Subrogation Endorsement**

The General Liability, Business Automobile Liability, and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**12.2.4. Primary Insurance Endorsement**

Contractor's policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

**12.2.5. Insurance provided by Contractor shall not limit Contractor's liability assumed under the indemnification provisions of this Contract.****12.2.6. Subcontractors**

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

**12.3. Notice of Cancellation**

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

**12.4. Verification of Coverage**

Contractor shall 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 shall sign the certificates. Each certificate must include:

- County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate;
- A notation of policy deductibles or SIRs relating to the specific policy; and
- Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

**12.4.1. All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. 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.

**12.4.2.** All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this contract at any time.

**12.5. Approval and Modifications**

County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

**13. PERFORMANCE BOND**

Not applicable to this contract.

**14. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS**

Contractor must acknowledge in the table below to have read all published solicitation amendments and must ensure they are submitting all amended pages of the solicitation (if any) with their response:

Amendment #	Date	Amendment #	Date	Amendment #	Date

**15. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION**

Is your firm SBE certified as defined by the solicitation's Instructions to Proposers Yes  No   
Section 7.1.1?

(select one)

If Yes, have you included your certification document? Yes  No   
(select one)

**NOTE:** If you do not submit the SBE Certification document with your proposal, County will not apply the SBE Preference.



officemgr@tbcinc.org  
(520) 825 - 8620  
39583 S. Highway 77. Tucson, Az.

#### 14. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS

Contractor must acknowledge in the table below to have read all published solicitation amendments and must ensure they are submitting all amended pages of the solicitation (if any) with their response:

Amendment #	Date	Amendment #	Date	Amendment #	Date
1	10/02/2025				
Q&A Document	10/02/2025				

#### 15. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is your firm SBE certified as defined by the solicitation's Instructions to Proposers Yes  No   
Section 7.1.1?

(select one)

If Yes, have you included your certification document? Yes  No   
(select one)

**NOTE:** If you do not submit the SBE Certification document with your proposal, County will not apply the SBE Preference.

**16. PROPOSAL/OFFER CERTIFICATION****CONTRACTOR LEGAL NAME:** T B CONTRACTORS INC**BUSINESS ALSO KNOWN AS:** TB CONTRACTORS**MAILING ADDRESS:** 39583 S HIGHWAY 77**CITY/STATE/ZIP:** TUCSON AZ 85739**REMIT TO ADDRESS:** 39583 S HIGHWAY 77**CITY/STATE/ZIP:** TUCSON AZ 85739**CONTACT PERSON NAME/TITLE:** PAOLA MARU**PHONE:** 520-825-8620**FAX:** \_\_\_\_\_**CONTACT PERSON EMAIL ADDRESS:** OFFICEMGR@TBCINC.ORG**EMAIL ADDRESS FOR ORDERS & CONTRACTS:** OFFICEMGR@TBCINC.ORG**CORPORATE HEADQUARTERS ADDRESS:** 39583 S HIGHWAY 77 TUCSON AZ 85739**WEBSITE:** \_\_\_\_\_

By signing and submitting the Offer Agreement, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the County's Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the contract. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the contract; no additional payment will be made. County may deem conditional offers that modify the solicitation requirements **"Non-Responsive"** and County may not evaluate them. Contractor's submission of a signed Offer Agreement will constitute a firm offer and upon the issuance of an SC document issued by County's Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this contract. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, and specifications in this Offer Agreement.

**SIGNATURE:** PAOLA MARU**DATE:** 10/8/2025**PAOLA MARU, FINANCIAL CONTROLLER****PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER****PHONE AND EMAIL:** 520-825-8620 OFFICEMGR@TBCINC.ORG**County Attorney Contract Approval "As to Form".****Approved As to Form:**

**PIMA COUNTY STANDARD TERMS AND CONDITIONS****1. WARRANTY**

Contractor warrants goods or services to be satisfactory and free from defects. Contractor also warrants that all products and services provided under this contract are non-infringing.

**2. PACKING**

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

**3. DELIVERY**

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County may cancel the order or extend delivery times at no cost to County. Any extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County may cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries at no cost to County. County may cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery. Contractor is not responsible for unforeseen delivery delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

**4. SPECIFICATION CHANGES**

County may make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

**5. INSPECTION**

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor and Contractor will be responsible for costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses. In lieu of return of nonconforming supplies, County may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

**6. ACCEPTANCE OF MATERIALS AND SERVICES**

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

**7. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT**

If Contractor furnishes items that do not conform to the contract requirements, or to the sample that Contractor submitted, County may reject the items. Contractor must then reclaim and remove the items, without expense to County. Contractor must also immediately replace all rejected items with conforming items. Should Contractor fail, neglect, or refuse immediately to do so, County may purchase in the open market a corresponding quantity of any such items and deduct from any monies due or that may become due to Contractor the difference between the price named in the SC or Purchase Order ("PO") and the actual cost to County.

If Contractor fails to make prompt delivery of any item, County may purchase the item in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of God or of the government. If County cancels an SC, PO or associated order, either in whole or in part, by reason of the default or breach by Contractor, Contractor will pay for any loss or damage sustained by County in procuring any items which Contractor was obligated to supply. These remedies are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

**8. FRAUD AND COLLUSION**

Contractor certifies that no officer or employee of County or of any subdivision thereof has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor. Contractor also certifies that it is not aware of any County employee 1) favoring one Contractor over another by giving or withholding information or by willfully misleading a Proposer in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 2) knowingly accepting materials or supplies of a quality inferior to those called for by any contract; or 4) directly or indirectly having a financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

**9. COOPERATIVE USE OF RESULTING CONTRACT**

As allowed by law, County has entered into cooperative procurement agreements that enable other public agencies to utilize County's contracts. Those public agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions in the SC, or PO. A public agency and Contractor may make minor adjustments by written agreement to the contract to accommodate additional cost or other factors not present in the contract and required to satisfy particular public agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with any cooperative agreement with another public agency. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure>, under the Vendor Information tab, by selecting the link titled County Cooperative Agreements – Authorized Agencies.

**10. INTELLECTUAL PROPERTY INDEMNITY**

Contractor will indemnify, defend and hold County, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract and any SC, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

**11. INDEMNIFICATION**

Contractor will indemnify, defend, 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, including attorney's fees arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the contract and any SC, PO or associated orders. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

**12. UNFAIR COMPETITION AND OTHER LAWS**

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

**13. COMPLIANCE WITH LAWS**

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors ("ROC"), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the interpretation and construction of this contract, and the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

**14. ASSIGNMENT**

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

**15. CANCELLATION FOR CONFLICT OF INTEREST**

This contract is subject to cancellation pursuant to A.R.S. §§ 38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

**16. NON-DISCRIMINATION**

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must 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.

**17. NON-APPROPRIATION OF FUNDS**

County may cancel this contract if for any reason County's Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

**18. PUBLIC RECORDS**

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential, Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

**19. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT**

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as described above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

**20. AMERICANS WITH DISABILITIES ACT**

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

**21. NON-EXCLUSIVE AGREEMENT**

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County may obtain like services from other sources for any reason.

**22. TERMINATION**

County may terminate any contract and any SC, PO, DO, or issued NORFA, in whole or in part, at any time for any reason or no reason, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination, and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted by County before the effective date of the termination.

**23. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS**

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: SC or PO; DO; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an SC, PO, or DO, if applicable; any other solicitation documents.

**24. INDEPENDENT CONTRACTOR**

Contractor is an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under County's Merit System. Contractor is responsible for paying all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

**25. BOOK AND RECORDS**

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

**26. COUNTERPARTS**

The parties may execute the SC or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the SC and PO, the signed proposal of Contractor and the system-generated SC or other agreement document signed by County are each an original and together constitute a binding SC, if all other requirements for execution are present.

**27. AUTHORITY TO CONTRACT**

Contractor warrants its right and power to enter into the SC or PO. If any court or administrative agency determines that County does not have authority to enter into the SC or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the SC or PO.

**28. FULL AND COMPLETE PERFORMANCE**

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the contract and any SC, PO, or DO to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

**29. SUBCONTRACTORS**

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

**30. SEVERABILITY**

Each provision of this contract stands alone, and any provision of this contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this contract.

**31. LEGAL ARIZONA WORKERS ACT COMPLIANCE**

For the procurement of services in the State of Arizona, 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. §§ 41-4401 and 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

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

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 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 ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section is the responsibility of Contractor. In the event that remedial action under this Section 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 will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

**32. CONTROL OF DATA PROVIDED BY COUNTY**

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

**33. ISRAEL BOYCOTT CERTIFICATION**

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

**34. FORCED LABOR OF ETHNIC UYGHURS**

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

**35. HEAT INJURY AND ILLNESS PREVENTION AND SAFETY PLAN**

Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

**36. ENTIRE AGREEMENT**

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

**END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**

**EXHIBIT A: SCOPE OF SERVICES (8 PAGES)****1. GENERAL REQUIREMENTS:**

- 1.1. Contractor will provide County with all labor, material, and equipment necessary to provide as-needed watercourse and property cleanup services within Pima County, including Ajo, AZ.
- 1.2. All work will be done according to the specifications described herein, and the [Pima County Living Wage Ordinance](#) which are hereby incorporated by reference, all made a part thereof. In the event, any provision of the contract is inconsistent with those of any other document, the contract provisions will prevail.
- 1.3. Locations and worksite will be under the administration of Pima County Regional Flood Control (RFCD). However, other County departments may use these services on an as-needed basis.
- 1.4. The watercourse and property cleanup services required by the County of but are not limited to the following:

**1.4.1. General Maintenance:**

- a. Removal of solid waste and debris such as windblown litter and trash, shopping carts, furniture, appliances, unhoused encampment debris (tents, household items, sharps, etc.) vegetative debris that obstructs flow.

**1.4.2. Reporting:**

- a. Daily crew day cards shall be submitted to the County inspector documenting completed work.
- b. Monthly invoicing should also include weight in tonnage of debris removed from watercourse and property within that same billing period.

- 1.5. Contractor will provide various types of equipment, outside of what is specifically priced within this contract, as requested on an as-needed basis. Equipment may include, but not be limited to brush chipper, stump grinder, etc. Equipment activities will be quoted and pricing agreed to mutually prior to work starting.
- 1.6. The County does not guarantee a minimum amount of work per day, per week, or work per month.

**2. SERVICE AND EQUIPMENT REQUIREMENTS:**

- 2.1. RFCD requires the performance of as-needed work consisting of the following staffing and equipment:

- 2.1.1. Watercourse and Property Cleanup Crew: RFCD will require four (4) member crews to include one (1) crew leader, two (2) laborers and one (1) operator for up to 40 hours per week.
  - 2.1.2. Watercourse and Property Cleanup Crew Tools and Supplies: Each crew will need an assortment of tools consisting of loppers, pitch forks, rakes, trash grabbers, brooms, dust pans, and heavy-duty trash bags to perform their assigned duties.

- 2.1.3. Contractor will provide a yard for parking, maintenance, and storage of all vehicles, equipment, tools and supplies.

- 2.2. Work Schedule: Work under this contract will be performed Monday through Friday, between the hours of 6:00 AM. And 4:30 P.M. Local Tucson, AZ Time (MST), following a four-day, 10-hour work rotation. The County reserves the right to modify working hours as necessary to accommodate specific project requirements or season conditions. Any deviation from the established work schedule must receive prior approval from the County. Additionally, summer or winter work hours may be adjusted at the County's discretion to align with available daylight hours.

- 2.3. The Contractor will ensure that all their employees assigned to perform services under this contract will be used exclusively for that purpose during the hours, which they are assigned to perform work under this contract. Work on private property will not be permitted while the Contractor is engaged in performing work under this contract during the hours the Contractor is performing work for Pima County.

- 2.4. There are no provisions for portal-to-portal payment within the Pima County areas of Green Valley, Oro Valley, Sahuarita, Marana, Vail and Three Points. **Portal-to-Portal payment is authorized for work performed at a worksite located in Ajo, AZ only.** Travel to and from the work site by all Contractor employees, including

superintendents, crew leaders, laborers, equipment etc. working on this contract for Pima County is considered incidental and is not a pay item.

**2.5.** Level of Service: All worksite areas shall be services per the Special Conditions section of this contract and maintained to meet the following:

**2.5.1.** Removal of solid waste and debris such as:

- a.** Windblown litter and trash
- b.** Shopping carts
- c.** Furniture and appliances
- d.** Unhoused encampment debris (tents, personal belongings, sharps)
- e.** Vegetative debris that obstructs flow

**2.5.2.** Use of heavy equipment (excavators, skid steers, dump trucks) where applicable.

**2.5.3.** If coming from a non-County property or a County property with known invasive plant species, heavy equipment must be washed prior to entry onto RFCD property to prevent the spread of invasive plant species. Follow Best Management Practices (BMP's).

**2.5.4.** Manual removal in areas inaccessible to equipment.

**2.5.5.** Staging and transport of collected materials to approved disposal or recycling facilities.

**2.5.6.** Provision and management of roll-off bins or other waste containers.

**2.5.7.** Restoration of disturbed areas using BMPs to minimize erosion or sediment discharge.

**2.5.8.** Compliance with environmental protection laws and permits, including the Clean Water Act and local stormwater regulations.

**2.5.9.** Pruning and trimming (as specified and approved by Inspector) of vegetation in encampment areas to open up dense foliage for access and site visibility.

**2.6.** All work must comply with Occupational Safety and Health Administration (OSHA) standards and Arizona Department of Environmental Quality (ADEQ) regulations.

**2.7.** Work areas must be secured and public access restricted during operations.

**2.8.** The Contractor must document the daily work performed to include:

**2.8.1.** Date

**2.8.2.** Name of crew members working

**2.8.3.** Hour's individuals worked

**2.8.4.** Name of billable equipment and hours used

**2.9.** All waste must be disposed of at licensed and permitted facilities.

**2.10.** Traffic Control As Needed: There are no payment provisions in the contract for traffic control. Traffic control for as needed activities is considered incidental to the work. The Contractor will provide all traffic control devices needed, and all devices will be in conformance with Party VI of the most current edition of the Manual on Traffic Control Devices. All devices shall be clean and legible.

**2.11.** Accumulated debris will be removed from site and disposed of at a proper disposal facility daily. Any accumulated debris that the County considers to be potentially hazardous to motorists, bicyclists or pedestrians will be removed immediately.

**2.12. Dust Control and Permits:** The will take whatever steps, procedures, or means to prevent abnormal dust conditions due to their operations in connection with the contract and, in accordance with the requirement of all applicable air pollution control regulations. All sweeping equipment used by the Contractor will comply with the current PM-10 requirements under dust control and in strict conformance with Pima County Department of Environmental Equality. This is not a pay item.

### **3. CONTRACTOR PERSONNEL REQUIREMENTS:**

**3.1. Effective Communications:** Key personnel positions (superintendent, crew leader) shall be required to speak and be conversant in English, as communication is an essential party of the contract. Any hostile or negative interactions with or by the public must be reported to the designated County representative immediately.

**3.2. Superintendent:** Contractor will designate at least one individual to act in a management/supervisory capacity, herein referred to as Superintendent. The Superintendent will be responsible for and have the authority to act in overseeing and supervising Contractor employees and works, be available at the request of the County to inspect and discuss work, to resolve performance issues, and to provide technical advice, consultation, or input as requested by the County. The Superintendent will be available at all times via telephone and will be able to respond within 24 hours to requests for meetings or consultations, within two (2) hours for emergencies determined by the County.

**3.3. Apparel and Personal Protective Equipment (PPE):** While working at County buildings and sites, or otherwise engaged in performing work for the County, Contractor employees and personnel shall wear uniforms or apparel clearly displaying the Contractor's company name. In addition, appropriate personal protective equipment (PPE) must be worn at all times, in accordance with OSHA standards and the nature of the work being performed. All employees of the Contractor will be fully trained and qualified to perform their duties, conduct themselves in a professional manner, and maintain constructive communication with County representatives and the public at all times.

**3.4. Supervision by the Contractor:** The Contractor will supervise and direct all work and equipment either scheduled, extra, or emergency. The Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures for the work. The Contractor will employ and maintain at the work site as needed or as required by the County, qualified supervisor or superintendent who will have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor will have full authority to act on behalf of the Contractor and all communications given to the Contractor. The supervisor will be present on the site at all times as required to perform adequate supervision and coordination of the work.

### **4. LIVING WAGE REQUIREMENTS:**

**4.1.** This contract is subject to the Pima County living wage requirements as provided in the Pima County Procurement Code section 11.38 which specifies that a living wage requirement be included in County contracts for specific services.

**4.2.** Contractors entering into eligible contract with Pima County for the covered services shall pay a living wage to their eligible employees for the hours expended providing services to Pima County. Eligible employees shall receive a wage not less than \$16.33 per hour. A Contractor may pay its eligible employees a wage of no less than \$14.70 per hour if the Contractor provides health benefits with a monthly value at least as high as the difference between that wage and a monthly wage based on \$16.33 per hour. A copy of section 11.38 of the Procurement Code is included as **Attachment 1: Chapter 11.38 Pima County Living Wage** (3 pages) for your review and complete compliance to the living wage requirement.

**4.3.** In bid preparation, Contractors will need to consider the possibility of increased administrative costs. The following is a brief description of key Living Wage reporting requirements. These are not limited to but include:

**4.3.1. One time reports:** Due at the beginning of each contract./renewal

**a.** Payroll calendar

**b. Attachment 2: Certification of Living Wage Payments Form** (1 page)

**c.** Master Listing of employees eligible to work on Pima County jobs

d. Listing of Subcontractors to be used (if applicable)

**4.3.2. Staffing Plans, Including Subcontractors** (work schedules): Due **prior** to work performed to enable the Compliance Officer to rate check and interview employees; *If there is not sufficient time prior to performing work, then a plan must be submitted as soon as possible after work is performed:*

- a. Name of employee(s) who will be working
- b. Where work is performed
- c. Approximate time-frame work will be performed
- d. Total approximate hour to be worked
- e. Revised plan IF any information changed from the original staffing plan

**4.3.3. Payroll Reports:** Must be provided to the Compliance Offer 7 days after EVERY pay period

- a. Statement of Compliance
- b. Payroll Summary Reports:
  - *Name of all employees on a Pima County job*
  - *Total hours worked/rate of pay/gross pay/paycheck number*
  - *Support documentation for this information*
  - *Signed "Statement of Compliance" even if no payroll is performed*

**4.3.4. Subcontracted Labor** (if applicable): Packets are required to be submitted to Pima County's Compliance Officer as soon as the Subcontractor is issued payment. This includes:

- a. A letter signed by subcontractor indicating that laborers associated with the work billed on their attached invoice were paid at or above the Living Wage required rate
- b. The check # and date which this invoice was paid should be noted
- c. Attach the appropriate staffing plans (work schedules) of the subcontractor to this invoice. The subcontractor employee payroll check # needs to be noted beside their employee(s) name.

## 5. TECHNICAL SPECIFICATIONS FOR PAY ITEMS:

### 5.1. Superintendent with pickup truck and cell phone (Pay Item 1)

**5.1.1.** The Contractor will provide a Superintendent with a pickup truck and cell phone to manage and supervise the work of this contract. The Superintendent will serve as the main point of contract with the County. The Superintendent will be responsible for coordinating with the assigned County Inspector for work schedules, work maps, etc.

**5.1.2.** Cell phones will not charge airtime to the incoming caller. Cost of pickup truck and cell phone will be included in the unit price. Payment will be measured in hours worked by the Superintendent.

**5.1.3.** The County must approve any change in personnel assigned to perform the duties of a Superintendent. The Superintendent will also be responsible for overseeing all activities of crew leaders, laborers, etc. The Contractor may assign a back-up Superintendent to perform during the absence of one.

**5.1.4.** RFCD will provide the Superintendent with daily or weekly work schedules or as-needed maintenance requests for performing all watercourse and property cleanup work listed in this contract.

### 5.2. Crew Leader 4 x 4 pickup truck, truck mounted winch, and cell phone (Pay Item 2)

**5.2.1.** Crew Leaders with a 4 x 4 pickup truck and cell phone will be provided as required by the County Inspector. Crew Leader is typically responsible for up to four (4) laborers and ensuring each laborer is properly

equipped with the necessary working tools. Crew Leaders may act as an Equipment Operator or Laborer as needed.

**5.2.2.** Cell phones will not charge airtime to the incoming caller. Cost of pickup truck and cell phone will be included in the unit price.

### **5.3. *Laborer with hand tools (Pay Item 3)***

**5.3.1.** Laborers will perform general tasks:

- a.** Pick up trash and debris which includes but is not limited to, removal of trash such as paper, plastic, cans, bottles and dried or dead plants or parts of plants (leaves, fronds, branches, etc.) accumulated in assigned areas because of littering abandoned vagrant camps, wind or rainstorms, wildcat dumping, etc.
- b.** Use appropriate tools to load, haul off, and dispose of properly, all associated debris.
- c.** Light vegetation trimming for access.
- d.** Restoration of disturbed areas using BMPs to minimize erosion or sediment discharge.

**5.3.2.** Labor crews will have hand tools with them such as loppers, pitchforks, rakes, heavy duty trash bags and any other tools needed to perform the assigned or scheduled work. The Contractor will keep all tools clean, operative, and in good working condition at all times.

**5.3.3.** Overtime rate for laborers will be 1.5 times the unit price when approved by County Inspector.

### **5.4. *Equipment Operator (Pay Item 4)***

**5.4.1.** Operators will perform general tasks:

- a.** Pick up trash and debris which includes but is not limited to removal of trash such as paper, plastic, cans, bottles and dried or dead plants or parts of plants (leaves, fronds, branches, etc.) accumulated in assigned areas because of littering, abandoned vagrant camps, wind or rainstorms, wildcat dumping, etc.
- b.** Use appropriate equipment/tools to load, haul off, and dispose of properly, all associated debris.
- c.** Light vegetation trimming for access.
- d.** Restoration of disturbed areas using BMPs to minimize erosion or sediment discharge.
- e.** Manual removal in areas inaccessible to equipment.

**5.4.2.** Operators will have access to, and be trained on, the heavy equipment necessary (excavators, skid steers, dump trucks, etc.) to accomplish assigned tasks in an efficient manner. All equipment utilized will be maintained in good mechanical condition to prevent and minimize breakdowns.

**5.4.3.** Equipment working on or immediately adjacent to the pavement must be properly equipped with overhead strobe or rotating warning lights and slow-moving vehicle placards.

**5.4.4.** Overtime rate for operators will be 1.5 times the unit price when approved by County Inspector.

### **5.5. *Multi-Terrain Loader (Pay Item 5)***

**5.5.1.** Contractor will provide 246 multi-terrain loader at minimum (or equivalent) with operator as needed.

**5.5.2.** The Operator will perform as a laborer when the multi-terrain loader is not in use.

### **5.6. *Skid Steer w/Grapple Bucket (Pay Item 6)***

**5.6.1.** Contractor will provide a skid steer with grapple bucket attachment and operator as needed.

**5.6.2.** The operator will perform as a laborer when the skid steer is not in use.

### **5.7. *40 Yard Roll Off (Pay Item 7)***

**5.7.1.** Contractor will provide 40-yard roll offs as needed.

**5.8. 20 Yard Roll Off (Pay Item 8)**

5.8.1. Contractor will provide 20-yard roll offs as needed.

**5.9. Backhoe (Pay Item 9)**

5.9.1. Contractor will provide a backhoe and operator as needed.

5.9.2. The operator will perform as a laborer when the backhoe is not in use.

**5.10. Mini Excavator (Pay Item 10)**

5.10.1. Contractor will provide a mini excavator and operator as needed.

5.10.2. The operator will perform as a laborer when the mini excavator is not in use.

**5.11. Dump Truck or Trailer (Pay Item 11)**

5.11.1. Contractor will provide a dump truck or dump trailer with a minimum 7-yard capacity as needed.

**5.12. Portal-to-Portal Ajo, AZ Round Trip (Pay Item 12)**

5.12.1. Mobilization fees to work site and dump sites are considered incidental to the unit prices, except to Ajo, AZ. A portal-to-portal fee will be paid by the County to the Contractor for travel to and from Ajo, AZ.

**6. SPECIAL CONDITIONS:**

6.1. Equipment: The Contractor will provide and maintain during the entire period of this contract, equipment, tools, and materials sufficient in number, condition, and capacity to efficiently perform the work and render the services required by this contract.

6.2. Vehicles: All vehicles and ancillary equipment must be maintained in good repair, appearance, and sanitary condition at all times. All vehicles will be equipped as necessary with all appropriate safety devices including but not limited to emergency overhead strobe or flashing warning lights and as necessary illuminated directional warning arrow boards. The County reserves the right to inspect the Contractor's vehicles at any time throughout the contract term to ascertain said condition and inspect and evaluate the equipment necessary to perform work in a safe and efficient manner.

6.3. Dump Site: The Contractor will haul all accumulated debris to a legal dumping site. Work under this item will include providing all labor, materials, equipment, supplies, travel, etc. necessary to dispose of vegetative and inert material at a licensed land fill. This will be paid at the invoice cost from a certified scale and licensed commercial landfill.

6.4. **Pima County will pay the actual invoice from a legal dumping site when submitted with Contractor's dump ticket invoice to County.** Dump tickets/landfill receipts submitted for payment to RFCD shall clearly indicate where the material for the load was collected to include the roadway, job site, or work order number. Material from any source other than contract Pima County sites shall not be included in the dump load. Failure to comply may result in contract termination.

**7. REPORTING/INVOICING REQUIREMENTS:**

7.1. The Contractor will be responsible for providing the County with daily crew day cards to include the location of the work, the service request or work order number, and the arrival and departure times from each job site. Monthly invoices will have labor hours, equipment hours, and weight (in tonnage) of debris removed from worksite. Dump tickets/landfill receipts shall be submitted with monthly invoices. Crew day cards will be in a format approved by the County Inspector. The actual dump ticket cost will be paid by the County.

7.2. Per hour Unit Prices will be compensation in full for furnishing all materials, labor, tools, vehicles, equipment, dump trucks, traffic control, transport, temporary storage, and appurtenances necessary to complete the work in a satisfactory manner as specified. No additional payment will be made for work related to any item unless specifically indicated in the contract.

- 7.3. Conditional lien releases from any subcontractors and material suppliers will be provided with the monthly invoices, together with unconditional lien releases for the previous month's billing. Payment will be made only after completion and acceptance of the work performed and receipt of supporting invoices.
- 7.4. Final Acceptance: "Final Acceptance" will mean a written final acceptance of the work by the County Inspector. The County Inspector will make the final acceptance promptly after work has been completed in accordance with the terms and specifications defined herein and after inspection is made.
- 7.5. The Contractor shall submit monthly invoices to the County department that authorized the work, including but not limited to RFCD, following completion of the services and acceptance thereof by the County Inspector.
- 7.6. Upon acceptance, the County Inspector will forward all necessary invoice documents to the Pima County Finance Department for payment.

## 8. COUNTY RESPONSIBILITIES:

- 8.1. RFCD will designate one or more representatives to assist with and oversee Contractor work. The designated County representative(s), herein referred to as County Inspector, will be responsible for, but is not limited to, the following tasks:
  - 8.1.1. Issue any Notice to Proceed, coordinate and schedule work with the Contractor and meet the Contractor at work sites and buildings as necessary to facilitate and monitor the Contractor's work.
  - 8.1.2. Monitor Contractor performance, review, accept, or decline to accept the work performed by the Contractor, and ensure overall contract compliance.
  - 8.1.3. Provide or coordinate the Contractor's access to work sites to facilitate the work and resolve any unanticipated access issues.
  - 8.1.4. Consult with the Contractor in advance and during the course of work to ensure the work progresses and is completed to the full satisfaction of the County.
  - 8.1.5. Conduct unannounced periodic inspections of the Contractor's work at any time.
  - 8.1.6. Direct the Contractor to correct any deficient processes, products, applications, or other Contractor actions, and request warranty work.
- 8.2. The County Inspector may direct the attention of the Contractor to unsatisfactory work, but such inspection will not relieve the Contractor from any obligation to provide other as needed watercourse and property cleanup services.
- 8.3. In case of any dispute arising between the County Inspector and the Contractor as to the manner of performing work, the County Inspector will have the authority to suspend the work until the question and issue can be referred to and decided by the RFCD Division Manager.
- 8.4. County Inspectors are not authorized to revoke, alter, enlarge, relax or release any requirements of these specifications and are not to issue instruction contrary to the plans and specifications. Any such authorization will required the approval of the RFCD Operations Division Manager.
- 8.5. County Inspectors will in no case act as foreman or perform other duties for the Contractor or interfere with the management of the work by the Contractor.
- 8.6. Inspection or supervision by the County will not be considered as direct control of the individual workman and his work. The direct control will be solely the responsibility of the Contractor's superintendent.
- 8.7. Each County department using this contract will have an assigned Inspector responsible for approving schedules, designating work sites, performing inspections, issuing Purchase Orders, communicating performance evaluations, reviewing and approving invoices etc.

**END OF EXHIBIT A.**



## ATTACHMENT 2

### PROCUREMENT

150 W. CONGRESS ST., 5th FLOOR  
TUCSON, ARIZONA 85701  
TELEPHONE (520) 724-8161, FAX (520) 724-3646

### CERTIFICATION OF LIVING WAGE PAYMENTS Effective upon contract renewal in 2025

This firm certifies that it will meet all specifications, terms, and conditions contained in the Living Wage Contract Ordinance; AND that if labor is subcontracted, subcontractors will be held to the exact terms that are required of this firm.

Yes X No \_\_\_\_\_ If no, you must explain all deviations in writing.

Company Name: T B CONTRACTORS INC

Description of Services: MAINTENANCE & CLEANING SERVICES

Job Location: \_\_\_\_\_

#### (PLEASE CHECK ONE(S) THAT APPLY)

I do hereby agree to pay all eligible employees working on the above listed contract at least sixteen dollars and thirty-three cents (\$16.33) per hour.

#### AND/OR

I do hereby agree to pay all eligible employees working on the above contract a wage of no less than fourteen dollars and seventy cents (\$14.70) per hour and provide health benefits with a monthly value at least as high as the difference between a monthly wage based on sixteen dollars and thirty-three cents (\$16.33) per hour and the requested monthly wage if no less than fourteen dollars and seventy cents (\$14.70) per hour. In essence, the employer paid portion of benefits must have a *monthly* value of two-hundred eighty-two dollars and fifty-three cents (\$282.53). This equals the one dollar and sixty-three cents (\$1.63) per hour difference.

Providers Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Plan or Program Number: \_\_\_\_\_ Type of Benefit: \_\_\_\_\_

Total premium paid per month: \_\_\_\_\_ Amount paid by employee: \_\_\_\_\_

(Attach pages if needed for additional providers)

COMPANY NAME: T B CONTRACTORS INC

AUTHORIZED SIGNATURE: PAOLA MARU DATE: 10/8/2025

PAOLA MARU

PRINTED NAME \_\_\_\_\_

CONTROLLER

TITLE OF AUTHORIZED \_\_\_\_\_

Revised 10/29/2024

**PIMA COUNTY PROCUREMENT DEPARTMENT**150 W CONGRESS ST., 5<sup>th</sup> FLOOR, TUCSON, AZ 85701-1207

PHONE: (520) 724-8161 FAX: (520) 222-1484

Bruce D. Collins

Procurement Director

**October 2, 2025****AMENDMENT NO. 1****SOLICITATION NO. RFP-2500015487 TITLE: Watercourse and Property Cleanup Services**

Be advised of the following changes, clarifications and/or additions to the above-referenced Solicitation as stated in the following Amendment.

**SOLICITATION DUE DATE:**

Please note that the Solicitation due date remains unchanged.

**QUESTIONS/ANSWERS:**

Q. 1) Is there any opportunity to perform a job walk at a location requiring services prior to submission of proposals?

A. 1) No, a site visit prior to submission of proposals is not possible.

Q. 2) The RFP does not specifically mention Environmental/Biohazard-Specific Coverage, is this required since there is a possibility of our team being exposed and was it just accidentally omitted from the RFP?

A. 2) The County Risk Manager confirmed that Environmental/Biohazard specific coverage is not required. Employee exposure coverage would be pursuant to the insurance required by section 12.1.3 of the Offer Agreement.

Q. 3) Page six (6) of Exhibit A: Scope of Services in the RFP specifies that dump fee tickets are billable, does the RFP account for travel and resources needed to make dump runs? Should it be added to the cost of the dump trailer or another line on the price page?

A. 3) Dump trips can be compensated through the hourly rate for the applicable labor position pay item.

Q. 4) Are there any past contracts or contracts for similar services we can reference?

A. 4) A contract for a similar service can be viewed by using the following link and searching SC2400002223 in the WD No. field. [PublicAccess - CustomQuery Template](#)

Q. 5) If day laborers are required, are they subject to living wage requirement?

A. 5) Yes, living wage requirements for subcontractors are specified in section 4.3.4. of Exhibit A: Scope of Services.

All other requirements and terms of the Solicitation remain unchanged. Failure to include acknowledgment of all amendments may be cause for rejection.

This Amendment is a total of 1 page.

If any questions, please contact me via e-mail at [Kelsey.Braun-Shirley@pima.gov](mailto:Kelsey.Braun-Shirley@pima.gov).

*/s/ Kelsey Braun-Shirley*

**PIMA COUNTY**

Pima County Procurement Department  
 150 W. Congress St. 5th Fl  
 Tucson AZ 85701

**Supplier Contract**

Contract Number	SC2500000611
Contract Start Date	12-02-2025
Contract End Date	12-01-2026
Payment Type	Warrant/Check
Buyer	Kelsey Braun-Shirley
Phone Number	
Email	

Page

1 of 4

<b>Supplier:</b>  <b>SOUTHWEST HAZARD CONTROL INC</b>  1953 W Grant Tucson, AZ 85745	<b>Contract Name:</b>  Watercourse and Property Cleanup Services
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<b>Supplier Contact and Payment Terms:</b>	Shipping Method	Delivery Type	FOB
	Vendor Method	Standard Ground	FOB Dest, Freight Prepaid
<b>Terms:</b> <b>Days:</b>	Currency	NTE Amount	Used Amount
	USD	2,500,000.00	0.00

**Contract/Amendment Description:**

This Supplier Contract is for an initial term of one (1) year in the shared annual award amount of \$2,500,000.00 (including sales tax) and includes four (4) one-year renewal options.

Attachments: Offer Agreements

**Catalog Items: SOUTHWEST HAZARD CONTROL INC**

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
1	20 Yard Roll off	Each	340.00		
2	40 Yard Roll off	Each	440.00		
3	Backhoe	Hour	120.00		
4	Crew Leader with 4 x 4 pickup truck, truck mounted winch and cell phone	Hour	75.00		
5	Dump truck or trailer (minimum 7 yard capacity)	Hour	120.00		
6	Equipment Operator	Each	55.00		
7	勞工 with hand tools	Hour	50.00		
8	Mini Excavator	Hour	120.00		
9	Multi - Terrain Loader	Hour	140.00		
10	Portal to Portal, Ajo, AZ Round Trip	Each	600.00		
11	Skid Steer w/ Grapple Bucket	Hour	120.00		

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

**PIMA COUNTY**

Pima County Procurement Department  
150 W. Congress St. 5th Fl  
Tucson AZ 85701

**Supplier Contract**

Contract Number	SC2500000611
Contract Start Date	12-02-2025
Contract End Date	12-01-2026
Payment Type	Warrant/Check
Buyer	Kelsey Braun-Shirley
Phone Number	
Email	

Page

2 of 4

**Catalog Items: SOUTHWEST HAZARD CONTROL INC**

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
12	Superintendent with pickup truck and cell phone	Hour	80.00		

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

## OFFER AGREEMENT

### 1. PURPOSE

This contract establishes a system-generated form Supplier Contract ("SC") for Contractors to provide Pima County ("County") with Watercourse and Property Cleanup Services on an "as required basis" by issue of Delivery Order ("DO").

The established SC will be issued to all Contractors awarded on this contract. County will order Good/Services from the Contractor on the contract offering best value to County. Should that Contractor be unable to provide the Good/Service at the time requested, County will then order the Good/Service from another Contractor available on the contract.

### 2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS

The SC will document the commencement date of the contract and will be for a one (1) year period with four (4) one-year renewal options that the parties may exercise as follows: County will issue contract extensions, renewals, or revisions to Contractor with a revised SC document. Contractor must object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County. If Contractor does not notify County of any objections within that timeframe, the revision(s) will be binding on the parties.

### 3. CONTRACTOR MINIMUM QUALIFICATIONS

Contractor certifies that it is competent, willing, and responsible for performing the services or providing the products in accordance with the requirements of this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

Contractor will research the designated Issuing Agency requirements to perform the requested work; will list currently active license number(s), Description & Class for the required licenses; and agrees to maintain said license(s) for the term of the contract and to notify County within ten (10) business days of any change in license status.

Issuing Agency Name & Internet Address (URL)	License Number (to be filled in by contractor)	License Class & Description if Applicable (to be filled in by contractor)
AZ Registrar of Contractors <a href="http://www.azroc.gov">www.azroc.gov</a>	079036	Class B-1

Contractor will check appropriate response below and provide requested documents. Failure to check appropriate response and provide copies of requested documents may cause the offer to be rejected and deemed non-responsive:

1	<p>Contractor must possess and maintain an Arizona's Contractor's license suitable for site cleanup activities as determined by County, such as classifications A, A-7, B, or C-21.</p> <p>Include one (1) copy of license with the Offer Agreement.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	--	---

### 4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK

See Exhibit A: Scope of Services (8 pages).

Typ

### 5. OFFER ACCEPTANCE & ORDER RELEASES

County will accept offer(s) and execute this contract by issuing an SC (recurring requirements) to be effective on the document's date of issue without further action by either party. The SC will include the term of the contract.

Pursuant to the executed SC, County departments requiring the goods or services described herein will issue a DO to the Contractor. County will furnish the DO to Contractor via facsimile, e-mail or telephone. If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.

Contractor must not supply materials or services that are not specified on the SC and are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract amendment that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to County's Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

## 6. ACCEPTANCE OF GOODS & SERVICES

The County Department designated on the issued order DO will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

## 7. COMPENSATION & PAYMENT

The SC will establish the contractual Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract and cannot be altered without amendment. For this contract, the NTE Amount is shared between each Contractor awarded. The sum total of County payments to all Contractors cannot exceed the established NTE Amount, regardless of the independent total of each Contractor. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

### 7.1. Unit Prices (Net 30-day Payment Terms)

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this contract, which includes the Offer Agreement and the Standard Terms and Conditions. County will make no payments for items not in the contract and Contractor will not invoice them.

Quantities in this solicitation are estimates only. County may increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the contract. County is not responsible for Contractor inventory or order commitment.

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully include State and City sales tax, County will pay such taxes as are **DIRECTLY** applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

### 7.2. Price Warranty and Trade-In Allowance

Contractor will give County the benefit of any price reduction before actual time of shipment. Parties may negotiate a fair and equitable trade-in allowance value for County surplus property to be applied through either a discounted purchase price or account credit. The trade-in value must be stated on a written price quote prior to County making a purchase, or on a credit memo invoice for a prior purchase. Trade-In property will be itemized on the quote or invoice by description, model/part number, quantity and guaranteed trade-in value. County will coordinate and document the delivery of surplus trade-in property to Contractor. Award of contract constitutes disposition authority to trade-in surplus property pursuant to Board of Supervisors' Policy D.29.11, Surplus Personal Property.

### 7.3. Price Escalation

All unit prices shall consider/provide for current economic and market conditions and include compensation for Contractor to implement and actively conduct cost and price control. No additional compensation shall be paid to Contractor to reimburse efforts to implement and conduct cost and price controls. **Prices shall remain fixed for the initial contract term, after which Contractor may submit no more than one (1) written Price Escalation Request ("PER") per term.** The PER must be submitted not later than 90 days prior to the contract renewal date and must clearly demonstrate justification for the increase in price, such as continued and significant changes in economic and/or market conditions justifying any requested price escalation. The PER must reference/cite any source materials used to form the basis of the proposed justification but must not include historical information prior to the initial contract term. County will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators or sources and conduct an analysis to determine 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable,

and 3) if approving the PER is in the County's best interest. County reserves the right to negotiate, accept or reject the PER, or terminate and re-solicit the contract.

**7.4. Living Wage**

All pricing will conform to Pima County's Living Wage Ordinance 2002-1 if applicable, including required annual adjustments of the wage.

**7.5. Additional Items and/or Services**

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously listed unit pricing.

**7.6. Standard Payment Term**

Net (30), effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

**7.7. Optional Early Payment Discount Term**

Pima County Administrative Procedure No. 22-35 Section 2.2.4 describes County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor will submit valid invoice document consistent with the associated DO to County's Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Early Payment Discount.

Optional Early Payment Discount: 1 % if payment tendered within 15 Days as indicated above.

**7.8. Invoicing**

Contractor will submit Request(s) for Payment or Invoices to the location and entity identified by County's DO document.

All Invoice documents will reference County's DO number under which the services or products were ordered. Contractor must utilize the item description, precise unit price, AND unit of measure included in County's order document for ALL Invoice line items. County may return invoices that include line items or unit prices that do not match those documented by County's order to Contractor unprocessed for correction.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

**8. SUPPLIER RECORD MAINTENANCE****8.1. Pima County Supplier Record**

Contractor must establish and maintain a complete Pima County Supplier record, which includes the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9). The record must be registered with a valid and monitored email address for Contractor. In the event of any change that renders the information on that record inaccurate Contractor must update the record within ten (10) calendar days of the change and prior to the submission of any invoice or request for payment. Contractor must register through vendors@pima.gov.

**8.2. BidNet Vendor Record**

Contractor must establish and maintain an active BidNet Vendor record, The record must be registered with a valid and monitored email address for Contractor. Use of BidNet by Contractor may be governed by terms and

conditions as determined by BidNet, and County is not a party to any agreement formed by Contractor's use of the BidNet platform.

## 9. DELIVERY

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Standard Terms and Conditions and to the location(s) on the DO document.

Contractor guarantees commencement of delivery of product or service in less than seven (7) calendar days after issue date of order.

## 10. TAXES, FEES, EXPENSES

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or proposal preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

## 11. OTHER DOCUMENTS

Contractor and County are entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. RFP-2500015487 including the RFP, Offer Agreement, Standard Terms and Conditions, solicitation amendments, Contractor's proposal, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

## 12. INSURANCE

The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A-VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

### 12.1. Minimum Scope and Limits of Insurance

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

#### 12.1.1. Commercial General Liability (CGL)

Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

#### 12.1.2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

#### 12.1.3. Workers' Compensation (WC) and Employers' Liability

Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

### 12.2. Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this contract, the following provisions:

**12.2.1. Claims-Made Insurance Requirements**

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

**12.2.2. Additional Insured Endorsement**

The General Liability, and Business Automobile policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

**12.2.3. Subrogation Endorsement**

The General Liability, Business Automobile Liability, and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**12.2.4. Primary Insurance Endorsement**

Contractor's policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

**12.2.5. Insurance provided by Contractor shall not limit Contractor's liability assumed under the indemnification provisions of this Contract.****12.2.6. Subcontractors**

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

**12.3. Notice of Cancellation**

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

**12.4. Verification of Coverage**

Contractor shall 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 shall sign the certificates. Each certificate must include:

- County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate;
- A notation of policy deductibles or SIRs relating to the specific policy; and
- Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

**12.4.1. All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. 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.

**12.4.2.** All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this contract at any time.

**12.5. Approval and Modifications**

County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

**13. PERFORMANCE BOND**

Not applicable to this contract.

**14. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS**

Contractor must acknowledge in the table below to have read all published solicitation amendments and must ensure they are submitting all amended pages of the solicitation (if any) with their response:

Amendment #	Date	Amendment #	Date	Amendment #	Date

**15. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION**

Is your firm SBE certified as defined by the solicitation's Instructions to Proposers Yes  No  Section 7.1.1?

(select one)

If Yes, have you included your certification document? Yes  No   
(select one)

**NOTE:** If you do not submit the SBE Certification document with your proposal, County will not apply the SBE Preference.

**16. PROPOSAL/OFFER CERTIFICATION****CONTRACTOR LEGAL NAME:** SOUTHWEST HAZARD CONTROL, INC.**BUSINESS ALSO KNOWN AS:** SOUTHWEST HAZARD CONTROL, INC.**MAILING ADDRESS:** 1953 W GRANT RD**CITY/STATE/ZIP:** TUCSON, ARIZONA 85745**REMIT TO ADDRESS:** 1953 W GRANT RD**CITY/STATE/ZIP:** TUCSON, AZ 85745**CONTACT PERSON NAME/TITLE:** MICHAEL KRING - PRESIDENT**PHONE:** 520-622-3607**FAX:** 520-622-3643**CONTACT PERSON EMAIL ADDRESS:** MKRING@SWHAZ.COM**EMAIL ADDRESS FOR ORDERS & CONTRACTS:** MKRING@SWHAZ.COM**CORPORATE HEADQUARTERS ADDRESS:** 1953 W GRANT RD TUCSON, AZ 85745**WEBSITE:** WWW.SWHAZ.COM

By signing and submitting the Offer Agreement, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the County's Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the contract. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the contract; no additional payment will be made. County may deem conditional offers that modify the solicitation requirements "**Non-Responsive**" and County may not evaluate them. Contractor's submission of a signed Offer Agreement will constitute a firm offer and upon the issuance of an SC document issued by County's Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this contract. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, and specifications in this Offer Agreement.

**SIGNATURE:** **DATE:** October 08, 2025**Eric Fritz - Vice President****PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER****PHONE AND EMAIL:** 520-622-3607 EFritz@swhaz.com**County Attorney Contract Approval "As to Form".****Approved As to Form:**

**PIMA COUNTY STANDARD TERMS AND CONDITIONS****1. WARRANTY**

Contractor warrants goods or services to be satisfactory and free from defects. Contractor also warrants that all products and services provided under this contract are non-infringing.

**2. PACKING**

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

**3. DELIVERY**

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County may cancel the order or extend delivery times at no cost to County. Any extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County may cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries at no cost to County. County may cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery. Contractor is not responsible for unforeseen delivery delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

**4. SPECIFICATION CHANGES**

County may make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

**5. INSPECTION**

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor and Contractor will be responsible for costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses. In lieu of return of nonconforming supplies, County may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

**6. ACCEPTANCE OF MATERIALS AND SERVICES**

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

**7. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT**

If Contractor furnishes items that do not conform to the contract requirements, or to the sample that Contractor submitted, County may reject the items. Contractor must then reclaim and remove the items, without expense to County. Contractor must also immediately replace all rejected items with conforming items. Should Contractor fail, neglect, or refuse immediately to do so, County may purchase in the open market a corresponding quantity of any such items and deduct from any monies due or that may become due to Contractor the difference between the price named in the SC or Purchase Order ("PO") and the actual cost to County.

If Contractor fails to make prompt delivery of any item, County may purchase the item in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of God or of the government. If County cancels an SC, PO or associated order, either in whole or in part, by reason of the default or breach by Contractor, Contractor will pay for any loss or damage sustained by County in procuring any items which Contractor was obligated to supply. These remedies are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

**8. FRAUD AND COLLUSION**

Contractor certifies that no officer or employee of County or of any subdivision thereof has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor. Contractor also certifies that it is not aware of any County employee 1) favoring one Contractor over another by giving or withholding information or by willfully misleading a Proposer in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 2) knowingly accepting materials or supplies of a quality inferior to those called for by any contract; or 4) directly or indirectly having a financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

**9. COOPERATIVE USE OF RESULTING CONTRACT**

As allowed by law, County has entered into cooperative procurement agreements that enable other public agencies to utilize County's contracts. Those public agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions in the SC, or PO. A public agency and Contractor may make minor adjustments by written agreement to the contract to accommodate additional cost or other factors not present in the contract and required to satisfy particular public agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with any cooperative agreement with another public agency. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure>, under the Vendor Information tab, by selecting the link titled County Cooperative Agreements – Authorized Agencies.

**10. INTELLECTUAL PROPERTY INDEMNITY**

Contractor will indemnify, defend and hold County, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract and any SC, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

**11. INDEMNIFICATION**

Contractor will indemnify, defend, 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, including attorney's fees arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the contract and any SC, PO or associated orders. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

**12. UNFAIR COMPETITION AND OTHER LAWS**

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

**13. COMPLIANCE WITH LAWS**

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors ("ROC"), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the interpretation and construction of this contract, and the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

**14. ASSIGNMENT**

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

**15. CANCELLATION FOR CONFLICT OF INTEREST**

This contract is subject to cancellation pursuant to A.R.S. §§ 38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

**16. NON-DISCRIMINATION**

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must 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.

**17. NON-APPROPRIATION OF FUNDS**

County may cancel this contract if for any reason County's Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

**18. PUBLIC RECORDS**

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential, Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

**19. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT**

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as described above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

**20. AMERICANS WITH DISABILITIES ACT**

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

**21. NON-EXCLUSIVE AGREEMENT**

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County may obtain like services from other sources for any reason.

**22. TERMINATION**

County may terminate any contract and any SC, PO, DO, or issued NORFA, in whole or in part, at any time for any reason or no reason, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination, and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted by County before the effective date of the termination.

**23. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS**

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: SC or PO; DO; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an SC, PO, or DO, if applicable; any other solicitation documents.

**24. INDEPENDENT CONTRACTOR**

Contractor is an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under County's Merit System. Contractor is responsible for paying all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

**25. BOOK AND RECORDS**

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

**26. COUNTERPARTS**

The parties may execute the SC or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the SC and PO, the signed proposal of Contractor and the system-generated SC or other agreement document signed by County are each an original and together constitute a binding SC, if all other requirements for execution are present.

**27. AUTHORITY TO CONTRACT**

Contractor warrants its right and power to enter into the SC or PO. If any court or administrative agency determines that County does not have authority to enter into the SC or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the SC or PO.

**28. FULL AND COMPLETE PERFORMANCE**

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the contract and any SC, PO, or DO to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

**29. SUBCONTRACTORS**

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

**30. SEVERABILITY**

Each provision of this contract stands alone, and any provision of this contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this contract.

**31. LEGAL ARIZONA WORKERS ACT COMPLIANCE**

For the procurement of services in the State of Arizona, 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. §§ 41-4401 and 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

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

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 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 ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section is the responsibility of Contractor. In the event that remedial action under this Section 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 will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

**32. CONTROL OF DATA PROVIDED BY COUNTY**

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

**33. ISRAEL BOYCOTT CERTIFICATION**

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

**34. FORCED LABOR OF ETHNIC UYGHURS**

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

**35. HEAT INJURY AND ILLNESS PREVENTION AND SAFETY PLAN**

Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

**36. ENTIRE AGREEMENT**

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

**END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**

**EXHIBIT A: SCOPE OF SERVICES (8 PAGES)****1. GENERAL REQUIREMENTS:**

- 1.1. Contractor will provide County with all labor, material, and equipment necessary to provide as-needed watercourse and property cleanup services within Pima County, including Ajo, AZ.
- 1.2. All work will be done according to the specifications described herein, and the [Pima County Living Wage Ordinance](#) which are hereby incorporated by reference, all made a part thereof. In the event, any provision of the contract is inconsistent with those of any other document, the contract provisions will prevail.
- 1.3. Locations and worksite will be under the administration of Pima County Regional Flood Control (RFCD). However, other County departments may use these services on an as-needed basis.
- 1.4. The watercourse and property cleanup services required by the County of but are not limited to the following:

**1.4.1. General Maintenance:**

- a. Removal of solid waste and debris such as windblown litter and trash, shopping carts, furniture, appliances, unhoused encampment debris (tents, household items, sharps, etc.) vegetative debris that obstructs flow.

**1.4.2. Reporting:**

- a. Daily crew day cards shall be submitted to the County inspector documenting completed work.
- b. Monthly invoicing should also include weight in tonnage of debris removed from watercourse and property within that same billing period.

- 1.5. Contractor will provide various types of equipment, outside of what is specifically priced within this contract, as requested on an as-needed basis. Equipment may include, but not be limited to brush chipper, stump grinder, etc. Equipment activities will be quoted and pricing agreed to mutually prior to work starting.
- 1.6. The County does not guarantee a minimum amount of work per day, per week, or work per month.

**2. SERVICE AND EQUIPMENT REQUIREMENTS:**

- 2.1. RFCD requires the performance of as-needed work consisting of the following staffing and equipment:

- 2.1.1. Watercourse and Property Cleanup Crew: RFCD will require four (4) member crews to include one (1) crew leader, two (2) laborers and one (1) operator for up to 40 hours per week.
  - 2.1.2. Watercourse and Property Cleanup Crew Tools and Supplies: Each crew will need an assortment of tools consisting of loppers, pitch forks, rakes, trash grabbers, brooms, dust pans, and heavy-duty trash bags to perform their assigned duties.

- 2.1.3. Contractor will provide a yard for parking, maintenance, and storage of all vehicles, equipment, tools and supplies.

- 2.2. Work Schedule: Work under this contract will be performed Monday through Friday, between the hours of 6:00 AM. And 4:30 P.M. Local Tucson, AZ Time (MST), following a four-day, 10-hour work rotation. The County reserves the right to modify working hours as necessary to accommodate specific project requirements or season conditions. Any deviation from the established work schedule must receive prior approval from the County. Additionally, summer or winter work hours may be adjusted at the County's discretion to align with available daylight hours.

- 2.3. The Contractor will ensure that all their employees assigned to perform services under this contract will be used exclusively for that purpose during the hours, which they are assigned to perform work under this contract. Work on private property will not be permitted while the Contractor is engaged in performing work under this contract during the hours the Contractor is performing work for Pima County.

- 2.4. There are no provisions for portal-to-portal payment within the Pima County areas of Green Valley, Oro Valley, Sahuarita, Marana, Vail and Three Points. **Portal-to-Portal payment is authorized for work performed at a worksite located in Ajo, AZ only.** Travel to and from the work site by all Contractor employees, including

superintendents, crew leaders, laborers, equipment etc. working on this contract for Pima County is considered incidental and is not a pay item.

**2.5.** Level of Service: All worksite areas shall be services per the Special Conditions section of this contract and maintained to meet the following:

**2.5.1.** Removal of solid waste and debris such as:

- a.** Windblown litter and trash
- b.** Shopping carts
- c.** Furniture and appliances
- d.** Unhoused encampment debris (tents, personal belongings, sharps)
- e.** Vegetative debris that obstructs flow

**2.5.2.** Use of heavy equipment (excavators, skid steers, dump trucks) where applicable.

**2.5.3.** If coming from a non-County property or a County property with known invasive plant species, heavy equipment must be washed prior to entry onto RFCD property to prevent the spread of invasive plant species. Follow Best Management Practices (BMP's).

**2.5.4.** Manual removal in areas inaccessible to equipment.

**2.5.5.** Staging and transport of collected materials to approved disposal or recycling facilities.

**2.5.6.** Provision and management of roll-off bins or other waste containers.

**2.5.7.** Restoration of disturbed areas using BMPs to minimize erosion or sediment discharge.

**2.5.8.** Compliance with environmental protection laws and permits, including the Clean Water Act and local stormwater regulations.

**2.5.9.** Pruning and trimming (as specified and approved by Inspector) of vegetation in encampment areas to open up dense foliage for access and site visibility.

**2.6.** All work must comply with Occupational Safety and Health Administration (OSHA) standards and Arizona Department of Environmental Quality (ADEQ) regulations.

**2.7.** Work areas must be secured and public access restricted during operations.

**2.8.** The Contractor must document the daily work performed to include:

**2.8.1.** Date

**2.8.2.** Name of crew members working

**2.8.3.** Hour's individuals worked

**2.8.4.** Name of billable equipment and hours used

**2.9.** All waste must be disposed of at licensed and permitted facilities.

**2.10.** Traffic Control As Needed: There are no payment provisions in the contract for traffic control. Traffic control for as needed activities is considered incidental to the work. The Contractor will provide all traffic control devices needed, and all devices will be in conformance with Party VI of the most current edition of the Manual on Traffic Control Devices. All devices shall be clean and legible.

**2.11.** Accumulated debris will be removed from site and disposed of at a proper disposal facility daily. Any accumulated debris that the County considers to be potentially hazardous to motorists, bicyclists or pedestrians will be removed immediately.

**2.12. Dust Control and Permits:** The will take whatever steps, procedures, or means to prevent abnormal dust conditions due to their operations in connection with the contract and, in accordance with the requirement of all applicable air pollution control regulations. All sweeping equipment used by the Contractor will comply with the current PM-10 requirements under dust control and in strict conformance with Pima County Department of Environmental Equality. This is not a pay item.

### **3. CONTRACTOR PERSONNEL REQUIREMENTS:**

**3.1. Effective Communications:** Key personnel positions (superintendent, crew leader) shall be required to speak and be conversant in English, as communication is an essential party of the contract. Any hostile or negative interactions with or by the public must be reported to the designated County representative immediately.

**3.2. Superintendent:** Contractor will designate at least one individual to act in a management/supervisory capacity, herein referred to as Superintendent. The Superintendent will be responsible for and have the authority to act in overseeing and supervising Contractor employees and works, be available at the request of the County to inspect and discuss work, to resolve performance issues, and to provide technical advice, consultation, or input as requested by the County. The Superintendent will be available at all times via telephone and will be able to respond within 24 hours to requests for meetings or consultations, within two (2) hours for emergencies determined by the County.

**3.3. Apparel and Personal Protective Equipment (PPE):** While working at County buildings and sites, or otherwise engaged in performing work for the County, Contractor employees and personnel shall wear uniforms or apparel clearly displaying the Contractor's company name. In addition, appropriate personal protective equipment (PPE) must be worn at all times, in accordance with OSHA standards and the nature of the work being performed. All employees of the Contractor will be fully trained and qualified to perform their duties, conduct themselves in a professional manner, and maintain constructive communication with County representatives and the public at all times.

**3.4. Supervision by the Contractor:** The Contractor will supervise and direct all work and equipment either scheduled, extra, or emergency. The Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures for the work. The Contractor will employ and maintain at the work site as needed or as required by the County, qualified supervisor or superintendent who will have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor will have full authority to act on behalf of the Contractor and all communications given to the Contractor. The supervisor will be present on the site at all times as required to perform adequate supervision and coordination of the work.

### **4. LIVING WAGE REQUIREMENTS:**

**4.1.** This contract is subject to the Pima County living wage requirements as provided in the Pima County Procurement Code section 11.38 which specifies that a living wage requirement be included in County contracts for specific services.

**4.2.** Contractors entering into eligible contract with Pima County for the covered services shall pay a living wage to their eligible employees for the hours expended providing services to Pima County. Eligible employees shall receive a wage not less than \$16.33 per hour. A Contractor may pay its eligible employees a wage of no less than \$14.70 per hour if the Contractor provides health benefits with a monthly value at least as high as the difference between that wage and a monthly wage based on \$16.33 per hour. A copy of section 11.38 of the Procurement Code is included as **Attachment 1: Chapter 11.38 Pima County Living Wage** (3 pages) for your review and complete compliance to the living wage requirement.

**4.3.** In bid preparation, Contractors will need to consider the possibility of increased administrative costs. The following is a brief description of key Living Wage reporting requirements. These are not limited to but include:

**4.3.1. One time reports:** Due at the beginning of each contract./renewal

**a.** Payroll calendar

**b. Attachment 2: Certification of Living Wage Payments Form** (1 page)

**c.** Master Listing of employees eligible to work on Pima County jobs

d. Listing of Subcontractors to be used (if applicable)

**4.3.2. Staffing Plans, Including Subcontractors** (work schedules): Due **prior** to work performed to enable the Compliance Officer to rate check and interview employees; *If there is not sufficient time prior to performing work, then a plan must be submitted as soon as possible after work is performed:*

- a. Name of employee(s) who will be working
- b. Where work is performed
- c. Approximate time-frame work will be performed
- d. Total approximate hour to be worked
- e. Revised plan IF any information changed from the original staffing plan

**4.3.3. Payroll Reports:** Must be provided to the Compliance Offer 7 days after EVERY pay period

- a. Statement of Compliance
- b. Payroll Summary Reports:
  - *Name of all employees on a Pima County job*
  - *Total hours worked/rate of pay/gross pay/paycheck number*
  - *Support documentation for this information*
  - *Signed "Statement of Compliance" even if no payroll is performed*

**4.3.4. Subcontracted Labor** (if applicable): Packets are required to be submitted to Pima County's Compliance Officer as soon as the Subcontractor is issued payment. This includes:

- a. A letter signed by subcontractor indicating that laborers associated with the work billed on their attached invoice were paid at or above the Living Wage required rate
- b. The check # and date which this invoice was paid should be noted
- c. Attach the appropriate staffing plans (work schedules) of the subcontractor to this invoice. The subcontractor employee payroll check # needs to be noted beside their employee(s) name.

## 5. TECHNICAL SPECIFICATIONS FOR PAY ITEMS:

### 5.1. Superintendent with pickup truck and cell phone (Pay Item 1)

**5.1.1.** The Contractor will provide a Superintendent with a pickup truck and cell phone to manage and supervise the work of this contract. The Superintendent will serve as the main point of contract with the County. The Superintendent will be responsible for coordinating with the assigned County Inspector for work schedules, work maps, etc.

**5.1.2.** Cell phones will not charge airtime to the incoming caller. Cost of pickup truck and cell phone will be included in the unit price. Payment will be measured in hours worked by the Superintendent.

**5.1.3.** The County must approve any change in personnel assigned to perform the duties of a Superintendent. The Superintendent will also be responsible for overseeing all activities of crew leaders, laborers, etc. The Contractor may assign a back-up Superintendent to perform during the absence of one.

**5.1.4.** RFCD will provide the Superintendent with daily or weekly work schedules or as-needed maintenance requests for performing all watercourse and property cleanup work listed in this contract.

### 5.2. Crew Leader 4 x 4 pickup truck, truck mounted winch, and cell phone (Pay Item 2)

**5.2.1.** Crew Leaders with a 4 x 4 pickup truck and cell phone will be provided as required by the County Inspector. Crew Leader is typically responsible for up to four (4) laborers and ensuring each laborer is properly

equipped with the necessary working tools. Crew Leaders may act as an Equipment Operator or Laborer as needed.

**5.2.2.** Cell phones will not charge airtime to the incoming caller. Cost of pickup truck and cell phone will be included in the unit price.

### **5.3. *Laborer with hand tools (Pay Item 3)***

**5.3.1.** Laborers will perform general tasks:

- a.** Pick up trash and debris which includes but is not limited to, removal of trash such as paper, plastic, cans, bottles and dried or dead plants or parts of plants (leaves, fronds, branches, etc.) accumulated in assigned areas because of littering abandoned vagrant camps, wind or rainstorms, wildcat dumping, etc.
- b.** Use appropriate tools to load, haul off, and dispose of properly, all associated debris.
- c.** Light vegetation trimming for access.
- d.** Restoration of disturbed areas using BMPs to minimize erosion or sediment discharge.

**5.3.2.** Labor crews will have hand tools with them such as loppers, pitchforks, rakes, heavy duty trash bags and any other tools needed to perform the assigned or scheduled work. The Contractor will keep all tools clean, operative, and in good working condition at all times.

**5.3.3.** Overtime rate for laborers will be 1.5 times the unit price when approved by County Inspector.

### **5.4. *Equipment Operator (Pay Item 4)***

**5.4.1.** Operators will perform general tasks:

- a.** Pick up trash and debris which includes but is not limited to removal of trash such as paper, plastic, cans, bottles and dried or dead plants or parts of plants (leaves, fronds, branches, etc.) accumulated in assigned areas because of littering, abandoned vagrant camps, wind or rainstorms, wildcat dumping, etc.
- b.** Use appropriate equipment/tools to load, haul off, and dispose of properly, all associated debris.
- c.** Light vegetation trimming for access.
- d.** Restoration of disturbed areas using BMPs to minimize erosion or sediment discharge.
- e.** Manual removal in areas inaccessible to equipment.

**5.4.2.** Operators will have access to, and be trained on, the heavy equipment necessary (excavators, skid steers, dump trucks, etc.) to accomplish assigned tasks in an efficient manner. All equipment utilized will be maintained in good mechanical condition to prevent and minimize breakdowns.

**5.4.3.** Equipment working on or immediately adjacent to the pavement must be properly equipped with overhead strobe or rotating warning lights and slow-moving vehicle placards.

**5.4.4.** Overtime rate for operators will be 1.5 times the unit price when approved by County Inspector.

### **5.5. *Multi-Terrain Loader (Pay Item 5)***

**5.5.1.** Contractor will provide 246 multi-terrain loader at minimum (or equivalent) with operator as needed.

**5.5.2.** The Operator will perform as a laborer when the multi-terrain loader is not in use.

### **5.6. *Skid Steer w/Grapple Bucket (Pay Item 6)***

**5.6.1.** Contractor will provide a skid steer with grapple bucket attachment and operator as needed.

**5.6.2.** The operator will perform as a laborer when the skid steer is not in use.

### **5.7. *40 Yard Roll Off (Pay Item 7)***

**5.7.1.** Contractor will provide 40-yard roll offs as needed.

**5.8. 20 Yard Roll Off (Pay Item 8)**

5.8.1. Contractor will provide 20-yard roll offs as needed.

**5.9. Backhoe (Pay Item 9)**

5.9.1. Contractor will provide a backhoe and operator as needed.

5.9.2. The operator will perform as a laborer when the backhoe is not in use.

**5.10. Mini Excavator (Pay Item 10)**

5.10.1. Contractor will provide a mini excavator and operator as needed.

5.10.2. The operator will perform as a laborer when the mini excavator is not in use.

**5.11. Dump Truck or Trailer (Pay Item 11)**

5.11.1. Contractor will provide a dump truck or dump trailer with a minimum 7-yard capacity as needed.

**5.12. Portal-to-Portal Ajo, AZ Round Trip (Pay Item 12)**

5.12.1. Mobilization fees to work site and dump sites are considered incidental to the unit prices, except to Ajo, AZ. A portal-to-portal fee will be paid by the County to the Contractor for travel to and from Ajo, AZ.

**6. SPECIAL CONDITIONS:**

6.1. Equipment: The Contractor will provide and maintain during the entire period of this contract, equipment, tools, and materials sufficient in number, condition, and capacity to efficiently perform the work and render the services required by this contract.

6.2. Vehicles: All vehicles and ancillary equipment must be maintained in good repair, appearance, and sanitary condition at all times. All vehicles will be equipped as necessary with all appropriate safety devices including but not limited to emergency overhead strobe or flashing warning lights and as necessary illuminated directional warning arrow boards. The County reserves the right to inspect the Contractor's vehicles at any time throughout the contract term to ascertain said condition and inspect and evaluate the equipment necessary to perform work in a safe and efficient manner.

6.3. Dump Site: The Contractor will haul all accumulated debris to a legal dumping site. Work under this item will include providing all labor, materials, equipment, supplies, travel, etc. necessary to dispose of vegetative and inert material at a licensed land fill. This will be paid at the invoice cost from a certified scale and licensed commercial landfill.

6.4. **Pima County will pay the actual invoice from a legal dumping site when submitted with Contractor's dump ticket invoice to County.** Dump tickets/landfill receipts submitted for payment to RFCD shall clearly indicate where the material for the load was collected to include the roadway, job site, or work order number. Material from any source other than contract Pima County sites shall not be included in the dump load. Failure to comply may result in contract termination.

**7. REPORTING/INVOICING REQUIREMENTS:**

7.1. The Contractor will be responsible for providing the County with daily crew day cards to include the location of the work, the service request or work order number, and the arrival and departure times from each job site. Monthly invoices will have labor hours, equipment hours, and weight (in tonnage) of debris removed from worksite. Dump tickets/landfill receipts shall be submitted with monthly invoices. Crew day cards will be in a format approved by the County Inspector. The actual dump ticket cost will be paid by the County.

7.2. Per hour Unit Prices will be compensation in full for furnishing all materials, labor, tools, vehicles, equipment, dump trucks, traffic control, transport, temporary storage, and appurtenances necessary to complete the work in a satisfactory manner as specified. No additional payment will be made for work related to any item unless specifically indicated in the contract.

- 7.3. Conditional lien releases from any subcontractors and material suppliers will be provided with the monthly invoices, together with unconditional lien releases for the previous month's billing. Payment will be made only after completion and acceptance of the work performed and receipt of supporting invoices.
- 7.4. Final Acceptance: "Final Acceptance" will mean a written final acceptance of the work by the County Inspector. The County Inspector will make the final acceptance promptly after work has been completed in accordance with the terms and specifications defined herein and after inspection is made.
- 7.5. The Contractor shall submit monthly invoices to the County department that authorized the work, including but not limited to RFCD, following completion of the services and acceptance thereof by the County Inspector.
- 7.6. Upon acceptance, the County Inspector will forward all necessary invoice documents to the Pima County Finance Department for payment.

## 8. COUNTY RESPONSIBILITIES:

- 8.1. RFCD will designate one or more representatives to assist with and oversee Contractor work. The designated County representative(s), herein referred to as County Inspector, will be responsible for, but is not limited to, the following tasks:
  - 8.1.1. Issue any Notice to Proceed, coordinate and schedule work with the Contractor and meet the Contractor at work sites and buildings as necessary to facilitate and monitor the Contractor's work.
  - 8.1.2. Monitor Contractor performance, review, accept, or decline to accept the work performed by the Contractor, and ensure overall contract compliance.
  - 8.1.3. Provide or coordinate the Contractor's access to work sites to facilitate the work and resolve any unanticipated access issues.
  - 8.1.4. Consult with the Contractor in advance and during the course of work to ensure the work progresses and is completed to the full satisfaction of the County.
  - 8.1.5. Conduct unannounced periodic inspections of the Contractor's work at any time.
  - 8.1.6. Direct the Contractor to correct any deficient processes, products, applications, or other Contractor actions, and request warranty work.
- 8.2. The County Inspector may direct the attention of the Contractor to unsatisfactory work, but such inspection will not relieve the Contractor from any obligation to provide other as needed watercourse and property cleanup services.
- 8.3. In case of any dispute arising between the County Inspector and the Contractor as to the manner of performing work, the County Inspector will have the authority to suspend the work until the question and issue can be referred to and decided by the RFCD Division Manager.
- 8.4. County Inspectors are not authorized to revoke, alter, enlarge, relax or release any requirements of these specifications and are not to issue instruction contrary to the plans and specifications. Any such authorization will required the approval of the RFCD Operations Division Manager.
- 8.5. County Inspectors will in no case act as foreman or perform other duties for the Contractor or interfere with the management of the work by the Contractor.
- 8.6. Inspection or supervision by the County will not be considered as direct control of the individual workman and his work. The direct control will be solely the responsibility of the Contractor's superintendent.
- 8.7. Each County department using this contract will have an assigned Inspector responsible for approving schedules, designating work sites, performing inspections, issuing Purchase Orders, communicating performance evaluations, reviewing and approving invoices etc.

**END OF EXHIBIT A.**

ATTACHMENT 2



PROCUREMENT  
150 W. CONGRESS ST., 5th FLOOR  
TUCSON, ARIZONA 85701  
TELEPHONE (520) 724-8161, FAX (520) 724-3646

**CERTIFICATION OF LIVING WAGE PAYMENTS**  
**Effective upon contract renewal in 2025**

This firm certifies that it will meet all specifications, terms, and conditions contained in the Living Wage Contract Ordinance; AND that if labor is subcontracted, subcontractors will be held to the exact terms that are required of this firm.

Yes  No  If no, you must explain all deviations in writing.

Company Name: \_\_\_\_\_

Description of Services: \_\_\_\_\_

Job Location: \_\_\_\_\_

**(PLEASE CHECK ONE(S) THAT APPLY)**

I do hereby agree to pay all eligible employees working on the above listed contract at least sixteen dollars and thirty-three cents (\$16.33) per hour.

**AND/OR**

I do hereby agree to pay all eligible employees working on the above contract a wage of no less than fourteen dollars and seventy cents (\$14.70) per hour and provide health benefits with a monthly value at least as high as the difference between a monthly wage based on sixteen dollars and thirty-three cents (\$16.33) per hour and the requested monthly wage if no less than fourteen dollars and seventy cents (\$14.70) per hour. In essence, the employer paid portion of benefits must have a *monthly* value of two-hundred eighty-two dollars and fifty-three cents (\$282.53). This equals the one dollar and sixty-three cents (\$1.63) per hour difference.

Providers Name: \_\_\_\_\_

Address: \_\_\_\_\_

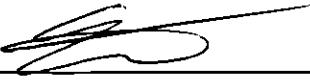
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Plan or Program Number: \_\_\_\_\_ Type of Benefit: \_\_\_\_\_

Total premium paid per month: \_\_\_\_\_ Amount paid by employee: \_\_\_\_\_

(Attach pages if needed for additional providers)

COMPANY NAME: Southwest Hazard Control, Inc.

AUTHORIZED SIGNATURE: 

DATE: 10/8/25

Eric Fritz

PRINTED NAME

Vice President

TITLE OF AUTHORIZED

Revised 10/29/2024

**PIMA COUNTY PROCUREMENT DEPARTMENT**150 W CONGRESS ST., 5<sup>th</sup> FLOOR, TUCSON, AZ 85701-1207

PHONE: (520) 724-8161 FAX: (520) 222-1484

Bruce D. Collins

Procurement Director

**October 2, 2025****AMENDMENT NO. 1****SOLICITATION NO. RFP-2500015487 TITLE: Watercourse and Property Cleanup Services**

Be advised of the following changes, clarifications and/or additions to the above-referenced Solicitation as stated in the following Amendment.

**SOLICITATION DUE DATE:**

Please note that the Solicitation due date remains unchanged.

**QUESTIONS/ANSWERS:**

Q. 1) Is there any opportunity to perform a job walk at a location requiring services prior to submission of proposals?

A. 1) No, a site visit prior to submission of proposals is not possible.

Q. 2) The RFP does not specifically mention Environmental/Biohazard-Specific Coverage, is this required since there is a possibility of our team being exposed and was it just accidentally omitted from the RFP?

A. 2) The County Risk Manager confirmed that Environmental/Biohazard specific coverage is not required. Employee exposure coverage would be pursuant to the insurance required by section 12.1.3 of the Offer Agreement.

Q. 3) Page six (6) of Exhibit A: Scope of Services in the RFP specifies that dump fee tickets are billable, does the RFP account for travel and resources needed to make dump runs? Should it be added to the cost of the dump trailer or another line on the price page?

A. 3) Dump trips can be compensated through the hourly rate for the applicable labor position pay item.

Q. 4) Are there any past contracts or contracts for similar services we can reference?

A. 4) A contract for a similar service can be viewed by using the following link and searching SC2400002223 in the WD No. field. [PublicAccess - CustomQuery Template](#)

Q. 5) If day laborers are required, are they subject to living wage requirement?

A. 5) Yes, living wage requirements for subcontractors are specified in section 4.3.4. of Exhibit A: Scope of Services.

All other requirements and terms of the Solicitation remain unchanged. Failure to include acknowledgment of all amendments may be cause for rejection.

This Amendment is a total of 1 page.

If any questions, please contact me via e-mail at [Kelsey.Braun-Shirley@pima.gov](mailto:Kelsey.Braun-Shirley@pima.gov).

*/s/ Kelsey Braun-Shirley*