



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 10/18/22

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Durazo Construction Corporation, Kappcon, Inc., Lloyd Construction Company, Inc., M. Anderson Construction Corp, and Sellers and Sons, Inc.

**\*Project Title/Description:**

Job Order Master Agreement: Park Development Services

**\*Purpose:**

Amendment of Award: Master Agreement No. MA-PO-22-103, Amendment No. Two (2). This amendment increases the shared award amount by \$2,000,000.00 for a cumulative not-to-exceed amount of \$5,000,000.00 due to unforeseen projects and adds the Forced Labor of Ethnic Uyghurs clause. Administering Department: Capital Program Office.

This is an indefinite delivery/indefinite quantity job order master agreement. For projects estimated at less than \$250,000.00, the department may select a contractor based on availability, specialty or other such basis as the department may determine in its sole discretion. For projects estimated at \$250,000.00 or more, all contractors will be given the opportunity to compete on the basis of cost or cost and schedule through a request for quotation. No individual job order may exceed \$1,500,000.00.

**\*Procurement Method:**

Pursuant to Solicitation for Qualifications No. SFQ-PO-2200007, on 03/15/2022, the Board of Supervisors awarded an agreement for these services in an annual shared award amount of \$3,000,000.00 for an agreement term of 03/15/2022 to 03/14/2023.

Amendment No. One (1) was approved by the Procurement Director on 06/09/22, to add M. Anderson Construction Corp and Sellers and Sons, Inc. pursuant to Solicitation for Qualifications No. SFQ-PO-2200011.

Attachments: Amendment No. Two (2) and Department Memorandum to Procurement dated September 8, 2022.

**\*Program Goals/Predicted Outcomes:**

This Master Agreement will allow for the use of a Job Order Contractor for park-related construction projects using a pre-qualification selection process.

**\*Public Benefit:**

This Master Agreement will increase safety and usability of the parks and recreation facilities.

**\*Metrics Available to Measure Performance:**

The Job Order Contractors will be evaluated per BOS Policy D29.1 using the standard contractor evaluation forms that consider quality, cost, and construction management.

**\*Retroactive:**

No.

TO: COO on 10/4/22 (1)  
vers: 3  
pgs: 7

**Contract / Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Prior Contract Number (Synergen/CMS): \_\_\_\_\_

☐ Expense Amount: \$\* \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_**\*Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No**If Yes, is the Contract to a vendor or subrecipient?** \_\_\_\_\_Were insurance or indemnity clauses modified? ☐ Yes ☐ No*If Yes, attach Risk's approval.*Vendor is using a Social Security Number? ☐ Yes ☐ No*If Yes, attach the required form per Administrative Procedure 22-10.***Amendment / Revised Award Information**Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 22-103Amendment No.: 2 AMS Version No.: 3Commencement Date: 10/18/22 New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☒ Expense or ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 2,000,000.00Is there revenue included? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_**\*Funding Source(s) required:** Various FundsFunding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

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

Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_**\*All Funding Source(s) required:****\*Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_**\*Match funding from other sources?** ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_**\*Funding Source:** \_\_\_\_\_**\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** \_\_\_\_\_Contact: Denise Waldo Digitally signed by Denise Waldo  
Date: 2022.09.14 11:13:50  
-07'00'Scott Loomis Digitally signed by Scott Loomis  
Date: 2022.09.14 11:18:41 -07'00'Department: Procurement Director Terri Spencer Digitally signed by Terri Spencer  
Date: 2022.09.15 17:17:55 -07'00'Telephone: 520.724.8458

Department Director Signature/Date: \_\_\_\_\_

Digitally signed by Nancy Cole  
DN: cn=Nancy Cole, o=Pinellas County, ou=Capital  
Program Office, email=nancy.cole@pinimgov.cn.us  
Date: 2022.09.20 11:32:34 -07'00'Nancy Cole, 9/20/22

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: \_\_\_\_\_

*(Required for Board Agenda/Addendum Items)*



## MEMORANDUM

### Public Works – Project Management Office

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**DATE:** September 8, 2022

**TO:** Terri Spencer, Director  
Procurement Department

**FROM:** Nancy Cole, Director  
Capital Program Office

**RE:** Parks Development JOC Master Agreement, Mid-year Increase

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#### Background

The Job Order Contract (JOC) Master Agreement (MA) for Park Development Services was awarded in March 2022 after a qualifications based solicitation for an initial award of \$3.0 million dollars and up to four (4) renewals. Multiple departments use this Master Agreement across Pima County when construction services for park-like scope is required. The yearly-anticipated award of the agreement was set based on predicted workload, which includes both capital and operational projects.

Although we are still in the first year of the contract, there are two unanticipated larger projects that are moving forward as JOC under this agreement. This includes the Robles Ranch Thrift Store and Foodbank, and a Flood Control District project to provide landscaping and stormwater harvesting at the Overton and La Canada property. These two projects together are budgeted at two million dollars above our annual contract capacity. In particular, the Robles Ranch project shifted from a qualifications-based Design Build solicitation to the JOC process as recommended by the procurement staff. The extremely tight construction market has significantly reduced the number of applicants and bidders. Leveraging our existing relationship with our JOC contractors it is expected to result in a better outcome for the project. Additionally, increased construction costs continue to affect negatively the number of projects we can deliver in a year.

#### Recommendation

In today's current construction marketplace, using the JOC as a tool to expedite construction with proven partners who can deliver best results has become more critical to our business process.

We recommend that this contract be amended prior to the end of the current annual term, to increase the current contract by \$2 million. At this time, we are not anticipating that the annual award value will increase from the original \$3 million per year. We expect this additional value will provide enough buffer for projects to continue without waiting for the March renewal.

**Cc:** Victor Pereira, Director Natural Resources, Parks and Recreation  
Robert Padilla, Deputy Director Natural Resources, Parks and Recreation

## PIMA COUNTY CAPITAL PROGRAM OFFICE

**Project:** Job Order Master Agreement: Park Development Services

**Contractor:** Durazo Construction Corporation  
934 S. Sixth Avenue  
Tucson, AZ 85701

Kapp-con, Inc.  
4847 N. Daisy Dawn Place, Suite 101  
Tucson, AZ 85705

Lloyd Construction Company, Inc.  
2180 N. Wilmot Rd.  
Tucson, AZ 85712

M. Anderson Construction Corp  
4650 N. Kain Ave.  
Tucson, AZ 85705

Sellers and Sons, Inc.  
2845 E Ganley Rd.  
Tucson, AZ 85706

**Contract No.:** MA-PO-22-103

**Contract Amendment No.:** Two (2)

<b>Orig. Contract Term:</b> 03/15/2022 - 03/14/2023	<b>Orig. Amount:</b>	\$3,000,000.00
<b>Termination Date Prior Amendment:</b> 03/14/2023	<b>Prior Amendments Amount:</b>	\$ 0.00
<b>Termination Date This Amendment:</b> 03/14/2023	<b>This Amendment Amount:</b>	\$2,000,000.00
	<b>Revised Total Amount:</b>	\$5,000,000.00

### MASTER AGREEMENT AMENDMENT

The Parties agree to amend the above-referenced contract as follows:

**1. Background and Purpose.**

1.1. Background. On March 15, 2022, County and three (3) Contractors entered into the above referenced agreement to provide Job Order Master Agreement: Park Development Services. On, June 9, 2022, two (2) additional contractors were added to the agreement.

1.2. Purpose. County requires a one-time increase to the shared award amount due to unforeseen projects and adds the Forced Labor of Ethnic Uyghurs clause.

**2. Basic Terms, Renewals, Extensions and Revisions.**

2.2: County is adding \$2,000,000.00 to the Agreement as a one-time increase only for a cumulative not-to-exceed amount of \$5,000,000.00.

**Contract No.:** MA-PO-22-103

1

3. **Forced Labor of Ethnic Uyghurs** is being added as Section 32 and the subsequent sections are renumbered respectively.

“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.”

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

**PIMA COUNTY**

**CONTRACTOR**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Authorized Officer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

3. **Forced Labor of Ethnic Uyghurs** is being added as Section 32 and the subsequent sections are renumbered respectively.

"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."

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**PIMA COUNTY**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Authorized Officer Signature

Mario Durazo Jr., President  
\_\_\_\_\_  
Printed Name and Title

9/29/2022  
\_\_\_\_\_  
Date

3. **Forced Labor of Ethnic Uyghurs** is being added as Section 32 and the subsequent sections are renumbered respectively.

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**PIMA COUNTY**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Authorized Officer Signature

\_\_\_\_\_  
Nathan Kappler, President  
Printed Name and Title

\_\_\_\_\_  
09/16/2022  
Date

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**PIMA COUNTY**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Authorized Officer Signature

*Vice President*  
\_\_\_\_\_  
Printed Name and Title

*9/16/22*  
\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date



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**PIMA COUNTY**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Authorized Officer Signature

Mark Anderson President  
\_\_\_\_\_  
Printed Name and Title

9/16/22  
\_\_\_\_\_  
Date

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**PIMA COUNTY**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

**CONTRACTOR**



\_\_\_\_\_  
Authorized Officer Signature

\_\_\_\_\_  
Benjamin Sellers, Vice President  
Printed Name and Title

\_\_\_\_\_  
9/16/2022  
Date