



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☒ Award ☐ Contract ☐ Grant

Requested Board Meeting Date: 03/05/2024

* = Mandatory, Information must be provided

or Procurement Director Award: ☐

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

Janc Excavation and Construction, LLC (Headquarters: Cortaro, AZ).

***Project Title/Description:**

Septic System Services

***Purpose:**

Award: Master Agreement No. MA-PO-24-116. This Master Agreement is for an initial term of one (1) year in the annual award amount of \$403,000.00 (including sales tax) and includes four (4) one-year renewal options.

Administering Department: Community & Workforce Development.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. IFB-PO-2400048 was conducted. One response was received. Award is to the responsive and responsible bidder.

PRCUID: 506827

Attachments: Notice of Recommendation for Award and Master Agreement.

***Program Goals/Predicted Outcomes:**

To install new septic systems for income eligible households in unincorporated Pima County.

***Public Benefit:**

To improve the housing stock throughout Pima County.

***Metrics Available to Measure Performance:**

Number of septic systems installed and expenditure of funds as required by funding source.

***Retroactive:**

No.

To COB: 2-6-24
38 pages (1)

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

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

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 24-116
 Commencement Date: 03/19/2024 Termination Date: 03/18/2025 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 403,000.00 * ☐ Revenue Amount: \$ _____

***Funding Source(s) required:** Community Development Block Grant (CDBG)

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % 0

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: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
 Amendment No.: _____ AMS Version No.: _____
 Commencement Date: _____ New Termination Date: _____
 Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ _____

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

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

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

Grant/Amendment Information (for grants acceptance and awards)

☒ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
 Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

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

***Match funding from General Fund?** ☐ Yes ☒ No If Yes \$ _____ % _____

***Match funding from other sources?** ☐ Yes ☒ No If Yes \$ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Procurement Officer: Stephen M. Romero Digitally signed by Stephen M. Romero Date: 2024.01.29 14:18:49 -0700 Division Manager: Ana Wilber Digitally signed by Ana Wilber Date: 2024.01.30 07:34:21 -0700
 Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer Date: 2024.01.30 11:19:34 -0700 Telephone: 520-724-3021

Department Director Signature: [Signature] Date: 1/30/2024
 Deputy County Administrator Signature: [Signature] Date: 3/1/2024
 County Administrator Signature: [Signature] Date: 2/1/2024



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: January 31, 2023

The Procurement Department hereby issues formal notice to respondents to Solicitation No. IFB -PO-2400048 for Septic System Services that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after March 5, 2024.

Award is recommended to the responsive and responsible Bidder.

<u>AWARDEE NAME</u>	<u>BID AMOUNT</u>	<u>ANNUAL AWARD AMOUNT</u>
Janc Excavation and Construction, LLC	\$365,904.00*	\$403,000.00 (including sales tax)

OTHER RESPONDENT NAMES

None

*Five percent (5%) bid preference was considered in the evaluation of low bid. SBE preference was not applied in the determination of this award.

Issued by: Stephen Romero, Procurement Officer

Telephone Number: 520-724-3021

This notice is in compliance with Pima County Procurement Code §11.12.010(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov.

OFFER AGREEMENT**1. PURPOSE**

This contract establishes a system-generated form Master Agreement ("MA") for Contractor to provide Pima County ("County") with new septic systems for income eligible households in unincorporated Pima County on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM"). It is the intent of Pima County to award a Primary, Secondary and Tertiary Contractors, if available. All three (3) lowest selected Contractors must meet all specifications, terms, and conditions at the time of award of any contract under this solicitation.

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS

The MA 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 MA 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

The 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 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) [PO-Buyer defined]	License Number (to be filled in by contractor)	License Class & Description if Applicable (to be filled in by contractor)
AZ Registrar of Contractors www.azroc.gov	ROC 195351	CR-80 SEWERS, DRAINS, PIPE LAYING

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	Contractor shall have all required permits and licensing, including but not limited to a current valid license issued by the State of Arizona Registrar of Contractors, which is appropriate for the type of work to be performed. Include one (1) copy of Contractor's current Contractor's license with the State of Arizona Registrar of Contractors with the Offer Agreement.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Contractor has been in business of providing septic system services for three (3) consecutive years, including current year, and is familiar with, and will perform work in accordance with Appendix A: Scope of Work of this Offer Agreement. Include a letter on company letterhead detailing experience.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3	Provide three (3) verifiable references demonstrating satisfactory local experience for the past five (5) years or more in septic system services with a minimum of one per year. Include three (3) references with the Offer Agreement.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4	Contractor has been in the business of servicing and providing Septic System Services for a minimum of three (3) consecutive years. Include three (3) copies of business licenses for current year and past two years with the Offer Agreement.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK

4.1. This contract establishes the requirements under which the Contractor will provide Septic System Services in accordance herein.

4.1.1. See Exhibit A: Scope of Work (4 pages).

- 4.1.2. Contractor is responsible for obtaining all required permits prior to commencement of the work as required by Pima County Development Services. No work that requires a permit shall begin without said permit.
- 4.1.3. Contractor will be responsible for conducting basic background screenings on employees that come into contact with clients and/or enter the home of clients. Employees performing such services must pass a basic background screening and not have any convictions demonstrating moral turpitude.
- 4.1.4. County will not pay for any additional charges, such as, to include but not limited to, fuel surcharges, environmental fees, trip charges, overtime, and delivery unless previously negotiated with County.

4.2. Item Specifications

- 4.2.1. Code, Permitting, and Inspections- All work must be, as applicable:
 - 4.2.1.1. Performed to current Codes.
 - 4.2.1.2. Permitted
 - 4.2.1.3. Inspected.
- 4.2.2. Obtaining permits and scheduling any required inspections for work performed are the responsibility of the Contractor.
- 4.2.3. Warranty- Contractor warrants installed equipment and labor services to be satisfactory and free from defects for a period of two (2) years from completion/client sign-off of work.
- 4.2.4. General Service Notes and Exhibit A Supplement: Exhibit A must be referenced in conjunction with Section 4.1.
- 4.2.5. All new installations are to be performed in accordance with the most recent International Private Sewage Disposal Code (IPSDC) as adopted/amended by Pima County Development Services.
- 4.2.6. Septic systems designs must conform to the Arizona Administrative Code's Arizona State Aquifer Protection Permit (APP) and the Pima County Code Title 7.
- 4.2.7. Pima County's Housing Rehabilitation Specialist (HRS) will contact the Primary Contractor to schedule a job site assessment/estimate to be done within two (2) days of initial contact. Example: If called on Monday, then the HRS and the Contractor should be able to go to the jobsite by Wednesday. If Primary Contractor is unable to meet this deadline, the Secondary Contractor will be contacted; if the Secondary Contractor is unable to meet this deadline the Tertiary Contractor will be contacted. Project commencement and completion must be accomplished within fifteen (15) calendar days of notice to proceed.

All equipment must be models of current production, latest design, and technology, new and unused unless otherwise specified. The successful Proposer must provide manufacturer and Proposer documentation, including and not limited to the following not later than fourteen (14) days after request by County and at no additional cost: warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and safety data sheets (SDS).

4.3. Grant Conditions

As applicable, at no additional cost to County, Contractor agrees to comply with all requirements included in the attached **Exhibit B: Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (5 pages)**.

5. SUSTAINABILITY

In accordance with Board of Supervisors Resolution 2007-84, Pima County values and highly encourages contractors to utilize sustainable practices. Please **CHECK** any of the following that your business incorporates:

- ☐ Waste prevention/reduction or material recycling/reuse.
- ☐ Alternative energy/fuels (such as solar/wind energy; biodiesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration.
- ☐ Environmentally preferable materials (such as recycled materials; locally produced/manufactured products).
- ☐ Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules).
- ☐ Other practices which coincide with County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County).

6. OFFER ACCEPTANCE & ORDER RELEASES

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

Pursuant to the executed MA, County departments requiring the goods or services described herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM 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 MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.

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.

7. ACCEPTANCE OF GOODS & SERVICES

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

8. COMPENSATION & PAYMENT

The MA 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.

8.1. Unit Prices

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.

UNIT PRICES (Net 30-day Payment Terms)

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATE D ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	Inspect System, report findings, provide "Approval to Operate" certificate	12	EA	1,306 ⁻	15,672 ⁻
2	Pump septic tank: includes all labor, material, equipment, proper disposal, and any other associated costs, including Disposal Fee (NOTE: Cost will not vary regardless of quantity of sewage pumped).	12	EA	654 ⁻	7,848 ⁻
3	Replace waste line with new 4" ABS or PVC pipe, complete and in place	400	LFT	36 ⁻	14,400 ⁻
4	Collapse & fill existing tank, replace with new Precast Concrete or Fiberglass 1000-gal tank, complete and in place	9	EA	3,065 ⁻	27,585 ⁻

5	Collapse & fill existing tank, replace with new Precast Concrete or Fiberglass 1250-gal tank, complete and in place	2	EA	3,267 ⁻	6,534 ⁻
6	Collapse & fill existing tank, replace with new Precast Concrete or Fiberglass 1500-gal tank, complete and in place	2	EA	3,636 ⁻	7,260 ⁻
7	Install new leach lines & fields and abandon existing. Complete and in place (NOTE: One square foot shall equal one foot long by one foot deep)	12,000	SQ FT	5 ⁸⁰	69,600 ⁻
8	Fill and abandon existing tank, regardless of size	1	EA	875 ⁻	875 ⁻
9	Install new chamber system	400	LFT	75 ⁻	30,000 ⁻
10	Install alternative system: Includes electrical and system	5	EA	19,602 ⁻	98,010 ⁻
11	Engineering fee: include site evaluation, design, and perc test	12	EA	1,745 ⁻	20,940 ⁻
12	Extra labor for hard rock digging	5	EA	6,534 ⁻	32,670 ⁻
13	Removal of excess dirt and rock	250	CU YD	30 ⁴²	7,625 ⁻
14	One-way mileage beyond a 25-mile radius from 2797 E. Ajo Way	250	MI	2 ⁹⁰	725 ⁻
15	Fees and permits	12	EA	1,380 ⁻	16,560 ⁻
16	Mobilization- Scheduling, assembling, staging, and readying of materials and crews at jobsite.	12	EA	800 ⁻	9,600 ⁻
FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.				TOTAL BID	365,904⁻

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.

8.2. 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.

8.3. 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.

8.4. Living Wage

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

8.5. Additional Items and/or Services

This following section is for items that Contractor did not list or price above but are within the scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for County must include the vendor's/manufacture's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to County i.e. Manufacturer's List Price – (List price x Discount %) = Discounted Unit Price. The resulting Unit Prices must be of similar discount off List Prices for those items specifically included above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Mfr List Price – (List price x Discount %) = Discounted Unit Price)

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.

8.6. 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.

8.7. 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 or DOM 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.

8.8. Invoicing

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

All Invoice documents will reference County's DO or DOM 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 or DOM 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 or DOM

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).

9. VENDOR RECORD MAINTENANCE

Contractor must establish and maintain a complete Pima County Vendor 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 <https://www.pima.gov/208/Vendor-Self-Service-System-VSS>.

10. 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 or DOM document.

- Pima County's Housing Rehabilitation Specialist (HRS) will contact the Primary Contractor to schedule a job site assessment/estimate to be done within two (2) days of initial contact.
Example: If called on a Monday, then the HRS and the Contractor should be able to go to the job site by Wednesday. If Primary Contractor is unable to meet this deadline, the Secondary Contractor will be contacted; if the Secondary Contractor is unable to meet this deadline, the Tertiary Contractor will be contacted. Project commencement and completion must be accomplished within fifteen (15) calendar days of notice to proceed.

Contractor guarantees delivery of product or service after issue date of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

11. 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 bid preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

12. OTHER DOCUMENTS

Contractor and County are entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB-PO-2400048 including the IFB, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, 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.

13. 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.

13.1. 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.

13.1.1. 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. Should include Riggers Liability or On Hook Coverage.

13.1.2. 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.

13.1.3. 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.

13.1.4. Professional Liability (E&O) Insurance

This insurance is required when the Professional Liability or any other coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

In the event that the Professional Liability insurance required by this contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" section.

13.2. Additional Insurance Requirements

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

13.2.1. Claims-Made Insurance Coverage

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

13.2.2. Additional Insured Endorsement

The General Liability, 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.

13.2.3. Subrogation Endorsement

The General Liability, Business Automobile Liability, 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.

13.2.4. 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).

13.2.5. Insurance provided by Contractor shall not limit Contractor's liability assumed under the indemnification provisions of this Contract.**13.2.6. 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.

13.3. 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.

13.4. 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.

13.4.1. 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.

13.4.2. 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.

13.5. 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.

14. PERFORMANCE BOND

Not applicable to this contract.

15. 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	1/18/24				

16. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is your firm SBE certified as defined by the solicitation's Instructions to Offerors Section 7.1? Yes ☒ No ☐

(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 bid, County will not apply the SBE Preference.

17. BID/OFFER CERTIFICATION

CONTRACTOR LEGAL NAME: JANC EXCAVATION AND CONSTRUCTION LLC

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: PO Box 1920CITY/STATE/ZIP: CORTARO, AZ 85652REMIT TO ADDRESS: PO Box 1920CITY/STATE/ZIP: CORTARO, AZ 85652CONTACT PERSON NAME/TITLE: CHIP JANTZPHONE: 520-609-0427 FAX: 520-682-0144CONTACT PERSON EMAIL ADDRESS: chipjancellc@aol.comEMAIL ADDRESS FOR ORDERS & CONTRACTS: chipjancellc@aol.comCORPORATE HEADQUARTERS ADDRESS: 9075 W AVRA VALLEY RD. MARANA, AZ 85653

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 not '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 a MA or PO 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: Wyatt Penrod DATE: 1/29/24PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER
WYATT PENROD PROJECT MANAGERPHONE AND EMAIL: 520-850-7824 penrod12@hotmail.com

County Attorney Contract Approval "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 MA 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 a MA, 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 MA, 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 MA, 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 MA, 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 MA, PO, Delivery Order, DOM 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: MA or PO; DO or DOM; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an MA, PO, DO or DOM, 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 MA 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 MA and PO, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding MA, if all other requirements for execution are present.

27. AUTHORITY TO CONTRACT

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

1. GENERAL WORK DESCRIPTION

Work will be performed on an "as needed" basis. Pima County will contact the Contractor with a scope of services required for each project including the location of project. Contractor will provide all specified building materials for each project. Prices include the cost of new items and materials, removal and proper disposal of items replaced and debris, and all incidentals required to provide a complete, proper, and approved installation. All materials and work provided and/or performed shall be designed, constructed, and installed in accordance with the attached specifications, and shall meet all state and local standards and requirements.

Contractor is responsible to provide all required permits and coordinate all required inspections. Contractor will be reimbursed for actual costs of building permits, related fees, and inspections (except for environmental disposal fee for pumping the septic tank.)

Contractor shall be held to the estimate given for each project. When County authorizes Contractor to purchase materials not specifically itemized in this contract, County agrees to pay Contractor's actual cost of materials plus the mark up as indicated payment information section. Pima County reserves the right to request invoice copies for materials used.

The Contractor shall coordinate all of the work activities so as to guarantee the minimum of interference to homeowners.

2. GENERAL INFORMATION AND REQUIREMENTS

All work shall be performed in a thorough, professional manner.

During the progress of the work, Contractor is to keep premises free from any unnecessary accumulation of tools, equipment, surplus materials, and debris. Area shall be cleaned up daily. Upon completion, leave premises neat and clean.

Damage to building parts, existing items, or items being delivered, caused by the Contractor shall be repaired or replaced by Contractor at no cost to Pima County or the homeowner.

3. ORDERING AND SCHEDULING:

All work will be scheduled through Pima County. Contractor will not be paid for any work undertaken which has not been directed by or approved by Community Services prior to its commencement.

4. COMPLETION:

Project commencement and completion must be accomplished within ¹⁵~~ten (10)~~ calendar days of notice to proceed.

Contractor is to complete each individual home waste disposal system within five (5) working days from commencement of excavation. No house shall be allowed to be without a waste disposal system for more than twenty-four (24) hours without permission from Pima County.

5. ACCEPTANCE:

Acceptance of the work shall be upon approval of Pima County.

No payment will be made prior to acceptance of each job unless progress payments are negotiated prior to "Notice to Proceed".

6. GUARANTEES:

Contractor shall guarantee that all items provided, workmanship and work performed pursuant to this contract comply with the specifications listed herein and conform to the generally accepted procedures, practices, and methods that are appropriate for the services provided.

Title: Septic System Services

Any defective workmanship or materials discovered prior to acceptance of each project, or within a minimum of two (2) years of acceptance of each project, shall be corrected at no expense, and to the satisfaction of Pima County (ordinary wear and tear and unusual abuse or neglect accepted).

Should any defects develop within the two (2) year period, the Contractor shall, within seven (7) calendar days of receipt of written notice from Pima County, begin making the necessary repairs to the satisfaction of Pima County. Such work shall include the repair or replacement of other work or materials damaged or affected while making the above repairs or corrective work, all at no additional cost to Pima County or homeowner.

The warranties and guarantees provided in this section shall be in addition to and not in limitation of any warranties, guarantees, or remedies required by law.

In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the County may do so and charge the Contractor the cost thereby incurred.

7. EQUIPMENT

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

8. INSPECTION:

Inspectors may be stationed at the work site to report to the Project Manager as to the progress of the work, the manner in which it is being performed, and also to report whenever it appears that work performed by the Contractor fails to fulfill the requirements of the specifications and Contract.

The Inspector may direct attention of the Contractor to such failure or infringement, but such inspection shall not relieve the Contractor from any obligation to provide completed construction that is satisfactory in every particular.

In case of any dispute arising between the Inspector and the Contractor as to the manner of performing work, the Inspector shall have the authority to suspend the work until the question and issue can be referred to and decided by the Division Manager. 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 specification.

Inspectors shall in no case act as foreman or perform other duties for the Contractor or interfere with the management of the work by the Contractor. Inspection by the County shall not be considered as direct control of the individual workman and his work. The direct control shall be solely the responsibility of the Contractor's foreman and superintendent.

9. SUPERVISION BY CONTRACTOR:

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

10. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK:

The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the work is completed and accepted. Estimate or partial payment of work so completed shall not release the Contractor from such responsibility.

11. DUST PREVENTION:

The Contractor shall take whatever steps, procedures, equipment, materials, or whatever means to prevent dust conditions due to his operations in connection with this Contract and, in accordance with the requirements of all applicable air pollution control regulations. This is not a pay item.

Title: Septic System Services

12. UTILITY LOCATION:

Contractor shall be responsible for locating all utilities prior to starting work.

The existence and locations of underground utilities indicated on the plans are not guaranteed and shall be investigated and verified in the field by the Contractor before starting work. Excavations in the vicinity of existing structures and utilities shall be carefully done by hand.

The Contractor shall be held responsible for any damage to, and for maintenance and protection of, existing utilities and structures.

13. SANITARY PROVISIONS:

The Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of his/her employees as may be necessary to comply with the requirements and regulations of the State Department of Health or other authorities having jurisdiction therein.

14. PUBLIC CONVENIENCE AND SAFETY:

The Contractor shall have due regard for the public health and shall conduct the work in such a manner as to provide and ensure the safety and convenience of the public.

15. BARRICADES, DANGER, WARNING AND DETOUR SIGNS:

The Contractor shall at his/her expense and without further or other orders provide, erect, and maintain, at all times during the progress or temporary suspension of the work, such barricades, fences, warning lights, danger signals, reflectors, signs, or other protective devices as are required to ensure the safety of the public, those engaged in connection with the work and the work itself.

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

16. USE OF EXPLOSIVES:

Prohibited.

17. PRESERVATION AND RESTORATION OF PROPERTY:

The Contractor shall be responsible for the preservation of all public and private property on the surface or underground, along, and adjacent to the work and shall conduct his operations so as to insure the prevention of injury or damage thereto. No land monuments or property shall be disturbed or moved until an authorized agent has witnessed or otherwise referenced their locations.

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

Title: Septic System Services

18. CONTRACTOR'S RESPONSIBILITY FOR WORK:

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

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

END OF Exhibit A: SCOPE OF WORK

Exhibit B- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

- a. Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- b. Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate specified at 29 CFR § 5.5(b)(2) per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. Chapter 37). In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.
- c. Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute.
 - i. Payrolls and basic records. The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR § 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.
 - ii. The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph 1.4.1 of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

- d. *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs 1.1 through 1.4 of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs 1.1 through 1.4 of this clause.

COPELAND "ANTI-KICKBACK" ACT. Contractors and subcontractors performing work are prohibited from in any way inducing an employee to give up any part of the compensation to which he or she is entitled. The Copeland Act and implementing regulations also require contractors and subcontractors performing on covered contracts to pay their employees on a weekly basis and in cash or a negotiable instrument payable on demand and to submit weekly payroll reports of the wages paid to their laborers and mechanics during the preceding payroll period.

DAVIS-BACON ACT.

- a. Construction carried out under this agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141- 3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5 as may be applicable. All contractors shall comply with 40 U.S.C. §§ 3141-3144 and 3146-3148 and the requirements of 29 C.F.R. Part 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor and published at SAM.gov. Prevailing wages must be posted at all job sites.
- c. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in

which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- d. Pima County will maintain and submit payroll certifications to the U.S. Department of Labor as required by the Davis-Bacon Act and 29 C.F.R. Subtitle A § 5.5(a)(3).

EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the portion of the sentence immediately preceding paragraph 4.1 and the provisions of paragraphs 4.1 through 4.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
 - i. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

SECTION 3. Subrecipient must comply with the requirements of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u. When new employment opportunities

are created by HUD assistance, priority consideration is given to the greatest extent possible, to low- and very low-income persons, residing in the community in which the funds are spent and to businesses that provide economic opportunities for these persons.

UNIFORM RELOCATION ASSISTANCE. Subrecipient must comply with the Uniform Relocation Act at 42 U.S.C. § 4601. et seq. in all cases where any person is displaced by the funded activities.

The following are additional required clauses for federal contracts:

200.322 DOMESTIC PREFERENCES FOR PROCUREMENTS.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

[85 FR 49543, Aug. 13, 2020, as amended at 88 FR 57790, Aug. 23, 2023]

§ 200.323 PROCUREMENT OF RECOVERED MATERIALS.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



PIMA COUNTY PROCUREMENT DEPARTMENT

150 W CONGRESS ST., 5th FLOOR, TUCSON, AZ 85701-1207

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

Terri Spencer
Procurement Director

January 18, 2024

AMENDMENT NO. 01

SOLICITATION NO. IFB-PO-2400048, SEPTIC SYSTEM 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:

Solicitation Due Date & Time remain unchanged:

January 29, 2024, at or before 11:00 AM Local Tucson, AZ Time (MST).

CHANGES AND/OR ADDITIONS:

Replacing Page 1 Exhibit A: Septic Sewer Services Scope of Work (1 page).

This Amendment is a total of two (2) pages.

If any questions, please contact me via e-mail at Stephen.Romero@pima.gov.

/s/ Stephen Romero

Stephen Romero, Procurement Officer

Exhibit A: SCOPE OF WORK-Amendment No. 1

1. GENERAL WORK DESCRIPTION

Work will be performed on an "as needed" basis. Pima County will contact the Contractor with a scope of services required for each project including the location of project. Contractor will provide all specified building materials for each project. Prices include the cost of new items and materials, removal and proper disposal of items replaced and debris, and all incidentals required to provide a complete, proper, and approved installation. All materials and work provided and/or performed shall be designed, constructed, and installed in accordance with the attached specifications, and shall meet all state and local standards and requirements.

Contractor is responsible to provide all required permits and coordinate all required inspections. Contractor will be reimbursed for actual costs of building permits, related fees, and inspections (except for environmental disposal fee for pumping the septic tank.)

Contractor shall be held to the estimate given for each project. When County authorizes Contractor to purchase materials not specifically itemized in this contract, County agrees to pay Contractor's actual cost of materials plus the mark up as indicated payment information section. Pima County reserves the right to request invoice copies for materials used.

The Contractor shall coordinate all of the work activities so as to guarantee the minimum of interference to homeowners.

2. GENERAL INFORMATION AND REQUIREMENTS

All work shall be performed in a thorough, professional manner.

During the progress of the work, Contractor is to keep premises free from any unnecessary accumulation of tools, equipment, surplus materials, and debris. Area shall be cleaned up daily. Upon completion, leave premises neat and clean.

Damage to building parts, existing items, or items being delivered, caused by the Contractor shall be repaired or replaced by Contractor at no cost to Pima County or the homeowner.

3. ORDERING AND SCHEDULING:

All work will be scheduled through Pima County. Contractor will not be paid for any work undertaken which has not been directed by or approved by Community Services prior to its commencement.

4. COMPLETION:

Project commencement and completion must be accomplished within fifteen (15) calendar days of notice to proceed.

Contractor is to complete each individual home waste disposal system within five (5) working days from commencement of excavation. No house shall be allowed to be without a waste disposal system for more than twenty-four (24) hours without permission from Pima County.

5. ACCEPTANCE:

Acceptance of the work shall be upon approval of Pima County.

No payment will be made prior to acceptance of each job unless progress payments are negotiated prior to "Notice to Proceed".

6. GUARANTEES:

Contractor shall guarantee that all items provided, workmanship and work performed pursuant to this contract comply with the specifications listed herein and conform to the generally accepted procedures, practices, and methods that are appropriate for the services provided.

IMPORTANT NOTICE

YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
- 2.) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

Janc Excavation and Construction LLC

Po Box 1920
Cortaro, AZ 85652-1920

IMPORTANT NOTICE

YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
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Janc Excavation and Construction LLC

Po Box 1920
Cortaro, AZ 85652-1920

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH: May 31, 2024
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT



Janc Excavation and Construction LLC

CONTRACTORS LICENSE NO. ROC 195351 CLASS CR-80

Specialty Dual
Sewers, Drains and Pipe Laying

THIS CARD MUST BE
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH: May 31, 2024
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Sewers, Drains and Pipe Laying

THIS CARD MUST BE
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

JANC
EXCAVATION AND CONSTRUCTION, LLC
A CERTIFIED SMALL BUSINESS ENTERPRISE

P.O. BOX 1920, CORTARO, ARIZONA 85652
(520) 682-0143 Tel • (520) 682-0144 Fax • E-mail JANCLLC@aol.com
ARIZONA CONTRACTORS LICENSE NO. 195351, 204431, 294731

Janc Excavation & Construction has been performing septic installation for Pima County for more than 3 years. We also have a JOC with the Town of Marana eliminating septic systems and converting them to public sewer for more than 3 years.

JANC

EXCAVATION AND CONSTRUCTION, LLC

A CERTIFIED SMALL BUSINESS ENTERPRISE

P.O. BOX 1920, CORTARO, ARIZONA 85652
(520) 682-0143 Tel • (520) 682-0144 Fax • E-mail JANCCLLC@aol.com
ARIZONA CONTRACTORS LICENSE NO. 195351, 204431, 294731

References:

Kurt Schmidt

Construction Manager

Town of Marana

520-382-2692

kschmidt@MARANAAZ.GOV

Clint Elder

Vice President

Borderland Construction Co Inc

520-623-0900

c.elder@borderland-inc.com

Tony Reis

Coordinator

Pima County



City of Tucson

Business License

Business Name and Mailing Address:

J4 CIVIL SPECIALISTS
PO BOX 1920
CORTARO, AZ 85652-1920

License Number: T0181573

Issue Date: January 24, 2024

Expiration Date: December 31, 2024

Owner:

JANC EXCAVATION & CONSTRUCTION

This license/permit is non-transferable and must be posted in a conspicuous place at the business location.

Doing Business As:

J4 CIVIL SPECIALISTS

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

City of Tucson, Arizona
LICENSE SECTION
Effective: January 01, 2024
Expiration Date: December 31, 2024



CITY OF
TUCSON

Business License

Non-Transferable

T0181573

MUST BE DISPLAYED IN
A CONSPICUOUS PLACE

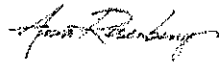
For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: J4 CIVIL SPECIALISTS

Located At: 9075 W AVRA VALLEY RD MARANA, AZ 85653

Please refer to license number in all correspondence.

BY: _____


CFO/Assistant City Manager



City of Tucson

Business License

Business Name and Mailing Address:

License Number: T0181573

Issue Date: January 24, 2024

Expiration Date: December 31, 2023

J4 CIVIL SPECIALISTS
PO BOX 1920
CORTARO, AZ 85652-1920

Owner:

JANC EXCAVATION & CONSTRUCTION

This license/permit is **non-transferable** and must be posted in a conspicuous place at the business location.

Doing Business As:

J4 CIVIL SPECIALISTS

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

City of Tucson, Arizona
LICENSE SECTION
Effective: January 01, 2023
Expiration Date: December 31, 2023



CITY OF
TUCSON

Business License

Non-Transferable

T0181573

MUST BE DISPLAYED IN
A CONSPICUOUS PLACE

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: J4 CIVIL SPECIALISTS

Located At: 9041 W AVRA VALLEY RD MARANA, AZ 85653

Please refer to license number in all correspondence.

BY: _____

Anna Rosenberg
CFO/Assistant City Manager



City of Tucson

Business License

Business Name and Mailing Address:

J4 CIVIL SPECIALISTS
PO BOX 1920
CORTARO, AZ 85652-1920

License Number: T0181573

Issue Date: November 21, 2022

Expiration Date: December 31, 2022

Owner:

JANC EXCAVATION & CONSTRUCTION

This license/permit is **non-transferable** and must be posted in a conspicuous place at the business location.

Doing Business As:

J4 CIVIL SPECIALISTS

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

City of Tucson, Arizona

LICENSE SECTION

Effective: January 01, 2022

Expiration Date: December 31, 2022



**CITY OF
TUCSON**

Business License

Non-Transferable

T0181573

**MUST BE DISPLAYED IN
A CONSPICUOUS PLACE**

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: J4 CIVIL SPECIALISTS

Located At: 9041 W AVRA VALLEY RD MARANA, AZ 85653

Please refer to license number in all correspondence.

BY: _____

April Rosenberg
CFO/Assistant City Manager



City of Tucson
Department of Procurement

Small Business Enterprise Certificate

This is to certify that

JANC EXCAVATION AND CONSTRUCTION, LLC

is a certified SBE under the City of Tucson SBE Program, and has met the certification criteria established by Article XIII, Chapter 28 of the Tucson Code, in the following specialty/specialties:

NAICS: 238990 – Excavation & Underground Utility
238110 – Concrete & Slope Protection

Initial Certification Date: December 2, 2009

Becky Mellor

BECKY MELLOR
Business Enterprise Compliance Specialist
City of Tucson Department of Procurement

Date: 1/14/15



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 2400000000000000116

MA Version: 1

Page: 1 of 2

Description: Septic System Services

I S S U E R	Pima County Procurement Department	T E R M S	Initiation Date: 03-19-2024
	150 W. Congress St. 5th Fl		Expiration Date: 03-18-2025
	Tucson AZ 85701		
	Issued By: STEPHEN ROMERO		
	Phone: 5207243021		
	Email: stephen.romero@pima.gov		
			<div>NTE Amount: Used Amount: \$0.00</div>

V E N D O R	JANC EXCAVATION AND CONSTRUCTION LLC	Contact: JUANITA L JANTZ
	PO BOX 1920	Phone: 520-682-0143
	CORTARO AZ 85652	Email: janccllc@aol.com
		Terms: 0.00 %
		Days: 30

Shipping Method:	Vendor Method
Delivery Type:	
FOB:	FOB Dest, Freight Prepaid
Modification Reason	
This Master Agreement is for an initial term of one (1) year in the annual award amount of \$403,000.00 (including sales tax) and includes four (4) one-year renewal options.	
Attachment: Janc Excavation and Construction, LLC Offer Agreement.	

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



MASTER AGREEMENT DETAILS

Master Agreement No: 2400000000000000116

MA Version: 1

Page: 2 of 2

Line	Description					
1	Inspect System, Report Findings, Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,306.00			
2	Pump Septic Tank Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$654.00			
3	Replace Waste Line w/new 4" ABS of PVC Pipe Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	LFT	\$36.00			
4	Collapse & Fill Existing Tank (1000 Gallon Tank) Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3,065.00			
5	Collapse & Fill Existing Tank (1250 Gallon Tank) Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3,267.00			
6	Collapse & Fill Existing Tank (1500 Gallon Tank) Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3,630.00			
7	Install New Leach Lines & Fields and Abandon Existing. Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	SQFT	\$5.80			
8	Fill and Abandon Existing Tank, Regardless of Size Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$875.00			
9	Install New Chamber System Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	LFT	\$75.00			
10	Install Alternative System: Includes Electrical & System Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$19,602.00			
11	Engineering Fee Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,745.00			
12	Extra Labor For Hard Rock Digging Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$6,534.00			
13	Removal of Excess Dirt and Rock Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CUYD	\$30.50			
14	One-way Mileage Beyond a 25-Mile Radius from 2797 E. Ajo Way Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MI	\$2.90			
15	Fees and Permits Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,380.00			
16	Mobilization- Scheduling, Assembling, Staging, and Readyng Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$800.00			
17	Free Form Line Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00			