



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 06/17/25

*\* = Mandatory, information must be provided*

or Procurement Director Award: ☐

---

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

Desert Archaeology, Inc. (Headquarters: Tucson, AZ)

**\*Project Title/Description:**

Cultural Resources Services for Pima County Tres Rios Wastewater Reclamation Facility Digester

**\*Purpose:**

Award: Contract No. PO2500014586. This award of contract is recommended to the highest ranking qualified consultant in the amount of \$731,968.49 for a contract term from 06/17/25 to 04/30/27 for cultural resources services for the Tres Rios Wastewater Reclamation Facility Digester project. Administering Department: Project Design and Construction Department.

**\*Procurement Method:**

Request for Qualifications No. RFQu-2400013452 was conducted in accordance with A.R.S. §34-603 and Pima County Board of Supervisors Policy D 29.1. 2 responsive statements of qualifications were received and evaluated by a 7 member committee using qualifications and experience-based selection criteria. Based upon the evaluation of the respondents' written representations of their qualifications and necessary due diligence, the highest ranking qualified Consultant is recommended for award.

Attachments: Notice of Recommendation for Award, and Contract.

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

The additional digester will provide increased process capacity and provide the safety redundancy needed to rehabilitate the older digesters and which will add life to the facility infrastructure.

**\*Public Benefit:**

Construction of the new digester at Tres Rios will have a significant impact on an important, deeply buried Native American archaeological site documented elsewhere at the facility in previous construction projects. The mitigation of the impact through archaeological excavation will benefit the public by providing valuable information about how ancestral Native Americans lived and farmed on the Santa Cruz River floodplain for millennia before the arrival of Europeans.

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

The performance will be measured using the Consultant evaluation process as outlined in BOS Policy D29.1(E).

**\*Retroactive:**

No.

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: PO Department Code: PDC Contract Number (i.e., 15-123): PO2500014586  
Commencement Date: 06/17/25 Termination Date: 04/30/27 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount \$ 731,968.49 \* ☐ Revenue Amount: \$ \_\_\_\_\_

**\*Funding Source(s) required: Regional Wastewater Reclamation Capital Projects**

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

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ 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: **Karrie Hixon**

Digitally signed by Karrie Hixon  
Date: 2025.05.21 08:22:11 -07'00'

Division Manager: **Scott Loomis**

Digitally signed by Scott Loomis  
Date: 2025.05.21 10:44:43 -07'00'

Department: Procurement Director: **Bruce D Collins**

Digitally signed by Bruce D Collins  
Date: 2025.05.21 11:52:29 -07'00'

Telephone: **520-724-3542**

Department Director Signature: \_\_\_\_\_

Date: **5/21/2025**

Deputy County Administrator Signature: \_\_\_\_\_

Date: **5/23/2025**

County Administrator Signature: \_\_\_\_\_

Date: **5/27/2025**



## **NOTICE OF RECOMMENDATION FOR AWARD**

Date of Issue: May 15, 2025

The Pima County Procurement Department hereby issues formal notice to respondents to **Solicitation No. RFQu-2400013452 for Cultural Resources Services for Pima County Tres Rios Wastewater Reclamation Facility Digester Project** 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, June 17, 2025.

Award is recommended to the Most Qualified Respondent.

### **AWARDEE NAME**

Desert Archeology, Inc.

### **OTHER RESPONDENT'S NAMES**

Colliers Engineering Design, Inc.

***NOTE: Pursuant to A.R.S. §34-603(H), only the names of the firms on the final list may be disclosed.***

Issued by: /s/ Karrie Hixon

Telephone Number: (520) 724-3542

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

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

## **PIMA COUNTY PROJECT DESIGN AND CONSTRUCTION**

<b>PROJECT:</b>	Cultural Resources Services for Pima County Tres Rios Wastewater Reclamation Facility Digester
<b>CONSULTANT:</b>	Desert Archaeology, Inc. 3975 N. Tucson Blvd. Tucson, AZ 85716
<b>CONTRACT NO.:</b>	PO2500014586
<b>AMOUNT:</b>	\$731,968.49
<b>FUNDING:</b>	Regional Wastewater Reclamation Capital Projects

### **CONSULTANT SERVICES CONTRACT**

#### **1. Parties, Background and Purpose.**

- 1.1. Parties. This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereafter called County, and Desert Archaeology, Inc., hereinafter called Consultant, and collectively referred to as the Parties.
- 1.2. Authority. County requires the services of a Consultant registered in the State of Arizona and qualified to provide Cultural Resources Services for the Pima County Tres Rios Wastewater Reclamation Facility Digester ("Project").
- 1.3. Solicitation. County previously issued Solicitation No. RFQu-2400013452 for Cultural Resources Services for Pima County Tres Rios Wastewater Reclamation Facility Digester (the Solicitation). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documentation submitted by Consultant in response to the Solicitation, are incorporated into this Contract by reference.
- 1.4. Consultant's Response. Consultant's representations in response to Pima County Solicitation No. RFQu-2400013452, Consultant was determined to be the most qualified for this Project.

#### **2. Term and Extension/Renewal/Changes.**

- 2.1. Initial Term. This Contract, as approved by the Board of Supervisors, commences on 6/17/2025, and terminates on 4/30/2027, unless sooner terminated or further extended pursuant to the provisions of this Contract.
- 2.2. Extension Options. County has the option to extend the contract termination date for purposes of project completion. Any modification or extension of the contract termination date must be by formal written amendment executed by the Parties.

#### **3. Scope of Services.** Consultant agrees to provide Cultural Resources Services for the County as described in Exhibit A – Scope of Services (7 pages), an attachment to this contract, and to complete such services within the term and value of this contract as it may be modified in accordance with Section 5. Amendments and changes to the Scope must be approved by the Board of Supervisors or the Procurement Director before the work under the amendment commences.

#### 4. Definitions.

- 4.1. Other Direct Costs. Other Direct Costs are those costs that can be specifically identified within this Contract, are required for performance of the Contract, and are actually incurred. This includes Subcontract or Subconsultant costs; reproduction, copy and printing costs; courier services; and similar costs specifically necessary for this Contract and approved by County.
- 4.2. Cost Plus Fixed Fee. The modified Cost Plus Fixed Fee (CPFF) is a compensation method that provides compensation to Consultant for actual costs of Direct Labor, Indirect, and Other Direct Costs incurred up to a "not-to-exceed" amount, plus a fixed Fee amount for the successful performance of the work. The Fee amount may initially be determined as a percentage of the estimated not-to-exceed costs. Once negotiated, the Fee amount becomes fixed and does not vary with actual costs. The Fee may only be in accordance with Section 5.
- 4.3. Critical Path Method. The Critical Path Method (CPM) is a way of depicting the sequence of activities in a project, including interdependencies, and containing all activities needed for successful completion of the Work. Delay in the completion of activities on the critical path will extend the completion date.
- 4.4. Direct Labor Costs. Direct Labor Costs are the total number of allowable hours worked on the Project by each individual multiplied by the Labor Rate, identified in Exhibit B – Compensation Schedule (31 pages).
- 4.5. Fee. Fee is the amount, independent of actual costs, that the Consultant is allowed for assuming risk and to stimulate efficient contract performance. Fee includes compensation to Consultant for both profit and unallowable costs. Efficient cost control will allow Consultant to earn a higher profit margin without adjustment of the fee amount. Conversely, inefficient cost control will result in a lower profit margin.
- 4.6. Float. Float is the number of days by which an activity not on the critical path in a CPM network may be delayed before it extends the completion date.
- 4.7. Labor Rates. Labor rates are the actual cost of salary paid to employees of Consultant and identified in Exhibit B – Compensation Schedule.
- 4.8. Not to Exceed Cost. The Not to Exceed Cost for a task is the sum of the agreed Direct Labor costs, indirect costs, and other reimbursable costs of the task defined in the original Project Baseline. Actual Direct Labor costs may be invoiced based on hours worked, per discipline, per task, or a percent complete by task for the period. Consultant assumes all risk for providing the requested task/deliverables at or below the original estimated cost, unless an equitable adjustment to the scope and/or fee are made by amendment to the Contract. Any costs incurred by Consultant beyond the not-to-exceed amount identified which are not attributable to any change in the project baseline are unallowable. Unallowable costs are compensated through the Consultant's fixed Fee.
- 4.9. Indirect Costs. Indirect costs are at the overhead rate identified in Exhibit B – Compensation Schedule.
- 4.10. Project Baseline. The agreed Contract scope of services, total Not-to-Exceed Cost plus Fixed-Fee (CPFF), the allocation thereof among Contract tasks, and the accompanying schedule and expectations/assumptions upon which the scope of services and schedule are based, collectively constitute the Project Baseline.

#### 5. Compensation and Payment.

- 5.1. Rates; Adjustment. County will pay Consultant on a modified Not-to-Exceed Cost plus Fixed Fee (CPFF) basis, not to exceed the total amount of this Contract. Cost is comprised of Consultant's Direct Labor Costs, Indirect Costs and Other Direct Costs. Consultant's fee will remain fixed and may be adjusted only as provided in Section 5 and Section 6.

- 5.2. Compensation Schedule. Consultant's total CPFF will be allocated among the major tasks contemplated by this Contract in such manner that each major deliverable will have associated with it a not-to-exceed cost, plus a fixed fee amount, incorporated herein as Exhibit B – Compensation Schedule. Consultant may invoice monthly for the actual costs incurred plus a pro-rata portion of the fee amount for each task. Consultant will calculate actual costs based on actual hours spent, to which the agreed overhead rate may be applied, plus Other Direct Costs. Actual Costs may then be represented as percentage of the "not to exceed" cost amount associated with that task on the Consultant's invoice for billing purposes. Calculations and supporting data will be made available to County at any time, upon request. The cumulative payment for the actual costs of any task may not be more than the "not to exceed" cost amount associated with that task. Upon completion of the Scope of Work, (including acceptance by County of all associated deliverables), County will pay the balance of the fixed fee to Consultant.
- 5.3. Hourly Rates. Hourly rates and all other rates included under this Contract will remain fixed throughout the term of the contract. County may consider adjustments to rates in connection with any extensions of the contract term.
- 5.4. Maximum Payment Amount. The total of all payments to Consultant for services provided under this Contract will not exceed \$731,968.49.
- 5.5. Timing of Invoices. Unless otherwise agreed, Consultant will submit invoices monthly.
- 5.6. Content of Invoices. All invoices will be accompanied by a narrative description of the work performed during the period covered by the invoice, time accounting information, and an allocation of all direct costs, including reimbursable costs and Subconsultant charges, to the tasks identified in the Scope of Services for which those costs were incurred. The time accounting information should be sufficient to show the workers and hours worked by day for the period covered by the invoice. Subconsultant charges must be supported by appropriate documentation with each separate invoice submitted.
- 5.7. Invoice Adjustments. For the period of record retention required under Section 25, County reserves the right to question any payment made under this Section and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.
- 5.8. Additional Services. Consultant will not perform work in excess of the contract amount without prior authorization by an amendment executed by the Parties. Work performed in excess of the contract amount without prior authorization by amendment is at Consultant's own risk. Additional Services identified in Exhibit B – Compensation Schedule, are services within the scope of this Contract but not included within the Tasks identified as of the effective date of this Contract. If ordered, Consultant will invoice additional Services at the rates incorporated into this Contract as in v. County may add additional services throughout the term of the Contract by providing notice in writing to Consultant. Hourly billable rates shown in Exhibit B – Compensation Schedule will only be adjusted by written amendment to the Contract. The Parties may add additional required professional classifications or disciplines to Exhibit A – Scope of Services by written amendment at any time.
- 5.9. Invoice Discrepancies. County has 10 calendar days from the date of invoice to notify Consultant of any invoicing discrepancies. County and Consultant will meet to resolve any discrepancies before the invoice is approved or rejected for payment. Subconsultant charges must be supported by appropriate documentation upon request by County.

## **6. Project Baseline and Adjustments.**

- 6.1. Schedule. County and Consultant have agreed upon the Project scope and the total Cost Plus Fixed Fee, and will prepare a CPM-based schedule for the performance of the work. The schedule is based on assumptions and expectations agreed upon by the Parties. Schedule estimates for the timeframes associated with outside party activities, i.e. design and other reviews, and/or permits or other clearances do not represent commitments made by either outside agencies or the permit-granting entities of County.

schedule and total cost identified in the Baseline, subject to schedule variations by outside parties and other factors beyond the control of the Parties.

- 6.2. Project Baseline Adjustments. Although the Baseline reflects the best estimates and expectations of the Parties at the time of agreement, there is an element of uncertainty associated with the design process that makes the actual schedule and effort required to complete the work difficult or impossible to establish in advance. Unusual citizen input, litigation, regulatory changes, significant delays by utilities or others, unforeseen decisions or commitments by policy makers, or other unanticipated events or factors beyond the control of the Parties that differ materially from the expectations of the Parties may delay or disrupt the schedule and/or require a change in the level of resources or effort. The Project Baseline may be adjusted as follows:
- 6.2.1. A delay in the work attributable to a failure by County to adhere to its estimates with respect to schedule is an excusable delay for which an adjustment may be made to the schedule. In any such case affecting a task on the critical path, the schedule of the affected task or activity may be extended one day for each day of County -caused delay; provided, however, that if the County -caused delay overlaps a period of delay attributable to any other cause, the extension for County -caused delay is limited to the number of non-overlapped days of County -caused delay.
  - 6.2.2. There is no adjustment for any delay in the work attributable to a failure by Consultant to adhere to its commitments with respect to schedule. In the event of a significant delay attributable to a failure by Consultant to adhere to its schedule expectations, Consultant will provide a recovery plan to County within five days of County's request. For the purposes of this paragraph, a delay arising from or attributable to a necessity for Consultant to make more than two submissions of plans or documents for approval is a failure by Consultant to adhere to its schedule commitments. Consultant's work associated with additional reviews is non-compensable.
  - 6.2.3. A delay in the work attributable to any other cause that differs materially from the expectations of the parties regarding that cause is an excusable delay for which the parties will negotiate an appropriate schedule adjustment. If the period of delay attributable to any cause under this paragraph overlaps a period of delay attributable to any other cause, the adjustment under this paragraph will be made first and the delay attributed to such other cause will be limited to that occurring outside of the overlap.
  - 6.2.4. If any of the causes of delay in subparagraphs 6.2.1 or 6.2.3 above affects a task or activity on the critical path, then the schedule adjustment may include adjustment to the completion date. If the cause does not affect a task or activity on the critical path, then the adjustment will be made from Float and the completion date will not change.
  - 6.2.5. If any of the causes of delay in subparagraphs 6.2.1 or 6.2.3 above results in material provable additional costs to the affected task or tasks as a result of disruption of the schedule, then the parties will negotiate an equitable adjustment to the cost for the affected task or tasks, but not to the fee.
  - 6.2.6. The parties will negotiate an equitable adjustment of cost and fee for any task or tasks for which there is any significant change in the level of effort arising from additional or changed work requested or directed in writing by County that materially deviates from or adds to the baseline expectations or assumptions of the Parties with respect to the work.
  - 6.2.7. If any action, comment, cause, decision, or other event attributable to any third party results in a change in requirements that differs materially from expectations, then the Parties will negotiate in good faith an equitable adjustment in the cost and fee for the affected task or tasks.
- 6.3 Completion Date. Consultant agrees to complete the work by the completion date in the schedule, as it may be adjusted under the preceding provisions of this Section. Costs incurred by Consultant to complete the work after the completion date in the schedule are not reimbursable under this Contract.

## 7. Reallocation of Funds.

- 7.1. Costs. Given the magnitude and complexity of the scope required by this Contract, the Parties understand that the actual cost to perform specific tasks may vary from the estimates reflected in Exhibit A – Scope of Services and Exhibit B – Compensation Schedule.
- 7.2. Tasks. If the actual cost to complete a task is less than the estimated amount for that task, the cost savings realized accrues to County. With the agreement of the Parties, County may reallocate the cost savings to other tasks in Exhibit A – Scope of Services and Exhibit B – Compensation Schedule as follows:
  - 7.2.1. Subtasks. Reallocation between subtasks in Exhibit A – Scope of Services under any one of the major task categories in Exhibit B – Compensation Schedule may be made between the County's department representative and the Consultant's project manager by written agreement.
  - 7.2.2. Procurement Director. County's Procurement Director may make a reallocation among the major tasks in Exhibit B – Compensation Schedule by a Contract amendment, provided that the transfer does not increase the total amount of the Contract.
  - 7.2.3. Board of Supervisors. The Board of Supervisors may make any reallocation or adjustment in Exhibit A – Scope of Services or Exhibit B – Compensation Schedule that increases the total contract amount through a Contract Amendment.
- 7.3. Cost and Fee. Costs and Fee may not be reallocated from any task on which work has not progressed significantly and which does not include actual or demonstrable savings or reductions in required effort such that the task may be completed for less than the balance of the task remaining after the transfer.

## 8. Insurance. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. County in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that arise out of the performance of the work under this Contract.

- 8.1. Ratings. Consultant's insurance will be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers will have an "A.M. Best" rating of not less than A- VII. County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.
- 8.2. Insurance Coverages and Limits.
  - 8.2.1. Minimum Scope and Limits of Insurance: Consultant will procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.
    - 8.2.1.1. Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage.
    - 8.2.1.2. Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.
    - 8.2.1.3. Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$1,000,000.



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

8.2.1.4. Professional Liability (Errors and Omissions) Insurance – This insurance is required when soliciting work from licensed professionals. The policy limits will be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The policy will cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

8.2.1.5. Claims-Made Coverage. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy will precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of three years beginning at the time work under this Contract is completed.

8.3. Additional Insurance Requirements:

The policies will include, or be endorsed to include, as required by this written agreement, the following provisions:

8.3.1. Additional Insured: The General Liability and Business Automobile Liability Policies will each be endorsed to include County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insured's with respect to liability arising out of the activities performed by or on behalf of Consultant.

8.3.2. Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Consultant.

8.3.3. Primary Insurance: Consultant's policies will stipulate that the insurance afforded Consultant will be primary and that any insurance carried by the Department, its agents, officials, employees or County will be excess and not contributory insurance.

8.3.4. Insurance provided by Consultant will not limit Consultant's liability assumed under the indemnification provisions of this Contract.

8.4. Notice of Cancellation:

Each required Insurance policy must provide, and certificates specify, that County will receive not less than 30 days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payments of a premium. Notice shall include the County project or contract number and project description.

8.5. Verification of Coverage:

Consultant will furnish County with certificates of insurance as required by this Contract. An authorized representative of the insurer will sign the certificates.

8.5.1. All certificates and endorsements, as required by this written agreement, are to be received and approved by County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

8.5.2. All certificates required by this Contract will be sent directly to the Department. County project or contract number and project description will be noted on the certificate of insurance. County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**8.6 Approval and Modifications:**

The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Consultant, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

**9. Indemnification.**

- 9.1. To the fullest extent permitted by law, Consultant will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Consultant or any of Consultant's directors, officers, agents, employees, volunteers, or subconsultants. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Consultant from and against any and all Claims. Consultant is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.
- 9.2. All warranty and indemnification obligations under this contract shall survive expiration or termination of the contract, unless expressly provided otherwise. The Parties agree that any indemnification provision inconsistent with A.R.S. § 34-226 is, in all cases, not void, but will be interpreted and applied as if it were consistent with A.R.S. § 34-226.
- 9.3. Upon request, Consultant may fully indemnify and hold harmless any private property owner granting a right of entry to Consultant for the purpose of completing the project. The obligations under this Section do not extend to the negligence of County, its agents, employees or indemnities.

**10. Laws and Regulations.**

- 10.1. Compliance with Laws. Consultant will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract.
- 10.2. Licensing. Consultant warrants that it is appropriately licensed to provide the services under this Contract and that its Subconsultants will be appropriately licensed.
- 10.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in Superior Court in Pima County.

11. **Status of Consultant.** Consultant is an independent Consultant. Neither Consultant, nor any of Consultant's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Consultant is responsible for paying all federal, state and local taxes on the compensation received by

Consultant under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Consultant's failure to pay such taxes.

**12. Consultant's Performance.**

12.1. Performance. Consultant will perform the work with the degree of care and skill required of any similarly situated Arizona registrant. Consultant will employ suitably trained and skilled professional personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this contract, Consultant will obtain County's approval.

12.2. Responsibility. Consultant is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Consultant under this Contract. Without additional compensation, Consultant will correct or revise any errors, omission, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of Consultant found during or after the course of the services performed by or for Consultant under this Contract, regardless of County having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies will be at no cost to County.

13. **Non-Waiver**. The failure of County to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Contract or to take any action permitted as a result 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.

14. **Subconsultant**. Consultant will be fully responsible for all acts and omissions of its Subconsultant and of persons directly or indirectly employed by Subconsultant and of persons for whose acts any of them may be liable to the same extent that Consultant is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of County to pay or any Subconsultant, except as may be required by law.

15. **Non-Assignment**. Consultant will not assign its rights or obligations under this Contract in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.

16. **Non-Discrimination**. Consultant will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any Subconsultants. During the performance of this Contract, Consultant will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

17. **Americans with Disabilities Act**. Consultant will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

18. **Cancellation for Conflict of Interest**. This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

**19. Termination of Contract for Default.**

19.1. Upon a failure by Consultant to cure a default under this Contract within ten days of receipt of notice from County of the default, County may, in its sole discretion, terminate this Contract for default by written notice to Consultant. In this event, County may take over the work and complete it by contract or otherwise. In such event, Consultant will be liable for any damage to the County resulting from Consultant's default, including any increased costs incurred by County in completing the work.

19.2. Default Events. The following constitutes an event of default:

- 19.2.1. Abandonment of or failure by Consultant to observe, perform or comply with any material term, covenant, agreement or condition of this Contract, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
- 19.2.2. Persistent or repeated refusal or failure to supply adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;
- 19.2.3. Refusal or failure to remedy defective or deficient work within a reasonable time;
- 19.2.4. Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude Consultant's performance of this Contract;
- 19.2.5. Disregard of laws, ordinances, or the instructions of County or its representatives, or any otherwise substantial violation of any provision of the contract;
- 19.2.6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;
- 19.2.7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or
- 19.2.8. If a voluntary or involuntary action for bankruptcy is commenced with respect to Consultant, or Consultant becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.

19.3. Termination. In the event of a termination for default:

- 19.3.1. All finished and unfinished drawings, specifications, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by Consultant for this project become County's property and will be delivered to County not later than five business days after the effective date of the termination;
- 19.3.2. County may withhold payments to Consultant arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due County from Consultant is determined; and
- 19.3.3. Subject to the immediately preceding subparagraph 19.3.2, County's liability to Consultant will not exceed the Contract value of work satisfactorily performed prior to the date of termination for which County has not previously made payment.

19.4. Non-Termination. County will not terminate Contract for default or charge Consultant with damages under this Section if:

- 19.4.1. Except for subparagraph 19.2.8 in subsection 19.2 above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Consultant. Examples of such causes include:
  - 19.4.1.1. Acts of God or of the public enemy,
  - 19.4.1.2. Acts of County in either its sovereign or contractual capacity,
  - 19.4.1.3. Acts of another Contractor in the performance of a contract with County,

- 19.4.1.4. Fires,
- 19.4.1.5. Floods,
- 19.4.1.6. Epidemics,
- 19.4.1.7. Quarantine restrictions,
- 19.4.1.8. Strikes,
- 19.4.1.9. Freight embargoes,
- 19.4.1.10. Unusually severe weather, or
- 19.4.1.11. Delays of Subconsultants at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Consultant and the Subconsultant(s); and

19.4.2. Consultant, within seven days from the beginning of any event of default or delay (unless extended by County), notifies County in writing of the cause(s) therefor. In this circumstance, County will ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of County, the findings warrant such action, County may extend the time for completing the work.

19.5. Receipt of Notice. For the purposes of subsection 19.1 above, "receipt of notice" includes receipt by hand by Consultant's project manager, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.

19.6. Excusable. If, after termination of the Contract for default, County determines that the Consultant was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if County had terminated Contract for convenience as set forth in Section 20.

19.7. Rights and Remedies. The rights and remedies of County in this Section are cumulative and in addition to any other rights and remedies provided by law or under this contract.

20. **Termination for Convenience of County**. County may terminate this Contract at any time by giving written notice to Consultant of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials will, at the option of the County, become its property. If County terminates the Contract as provided herein, County will pay Consultant an amount based on the time and expenses incurred by Consultant prior to the termination date, however, no payment will be allowed for anticipated profit on unperformed services.

21. **Non-Appropriation of Funds**. Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, County will have no further obligation to Consultant, other than payment for services rendered prior to termination.

22. **Notices**. Any notice required or permitted to be given under this Contract must be in writing and be served by delivery or by certified mail upon the other party as follows:

COUNTY:

Rod Lane, Director  
Project Design and Construction  
150 W. Congress, 3<sup>rd</sup> Floor  
Tucson, AZ 85701  
Tel: (520) 724-2089

CONSULTANT:

Sarah Herr, Ph.D. President  
Desert Archaeology, Inc.  
3975 N. Tucson Blvd.  
Tucson, AZ 85716  
Tel: (520) 881-2244

23. **Other Documents.** County and Consultant in entering into this Contract have relied upon information provided in Solicitation for Qualifications No. RFQu-2400013452, and on representations and information in the Consultant 's response to said SFQ. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract. Consultant will perform services in accordance with the terms of the Contract and at a level of care consistent with prevailing industry standards. In the event any provision of this contract is inconsistent with those of any other document, the contract provisions will prevail.
24. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in Section 28 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
25. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
26. **Books and Records.**
- 26.1. Maintenance. Consultant 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.
- 26.2. Retention. Consultant will retain all records relating to this contract at least five years after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, Consultant may, at its option, deliver such records to County for retention.
27. **Delays.** Neither party will be in default in the performance of its obligations to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.
28. **Disputes.**
- 28.1. Resolving Dispute. In the event of a dispute between the parties regarding any part of this Contract or the parties' obligations or performance hereunder, either party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Contract and Consultant's counterpart official, such meeting to be held within one week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.
- 28.2. Performance. The parties will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.
29. **Ownership of Documents.** Ownership of all original drawings, field data, estimates, field notes, plans, specifications, documents, reports, calculations, and other information developed by Consultant under this contract vests in and become the property of County and shall be delivered to County upon completion or termination of the services, but Consultant may retain and use copies thereof. County agrees that the material will not be used for any project other than the project for which it was designed without the expressed permission of the Consultant.

### 30. Public Records.

30.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by Consultant in any way related to this contract, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

#### 30.2. Records Marked Confidential.

30.2.1. Any information submitted related to this Contract that Consultant believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as Confidential prior to submittal to County and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and must not include any information considered confidential.

30.2.2. Notwithstanding the above provisions, in the event records marked Confidential are requested for public release pursuant to A.R.S. § 39-121 et seq., County will release records marked Confidential 10 business days after the date of notice to the Consultant of the request for release, unless Consultant has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. County will notify Consultant of any request for such release on the same day of the request for public release or as soon thereafter as practicable. County is not, under any circumstances, responsible for securing a protective order or other relief enjoining the release of records marked Confidential, nor is County in any way financially responsible for any costs associated with securing such an order.

### 31. Legal Arizona Workers Act Compliance.

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

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

31.3. Remedies for Breach of Warranty. Any breach of Consultant's or any Subconsultant'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 Consultant to penalties up to and including suspension or termination of this Contract. If the breach is by a Subconsultant, and the subcontract is suspended or terminated as a result, Consultant must 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 Subconsultant, (subject to County approval if SBE or DBE preferences apply) as soon as possible so as not to delay project completion.

31.4. Subconsultants. Consultant will advise each Subconsultant of County's rights, and the Subconsultant's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subconsultant hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subconsultant's employees, and with the requirements of A.R.S. § 23-214 (A). Subconsultant further agrees that County may inspect the Subconsultant's books and

records to insure that Subconsultant is in compliance with these requirements. Any breach of this paragraph by Subconsultant is a material breach of this contract subjecting Subconsultant to penalties up to and including suspension or termination of this contract.”

- 31.5. **Costs.** Any additional costs attributable directly or indirectly to remedial action under this Section are the responsibility of Consultant. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Consultant’s approved construction or critical milestones schedule, such period of delay is excusable delay for which Consultant is entitled to an extension of time, but not costs.
32. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Consultant engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Consultant 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.
33. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Consultant engages in for-profit activity and has 10 or more employees, Consultant 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 consultants, subconsultants 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 Consultant becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Consultant must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.
34. **Heat Injury and Illness Prevention and Safety Plan.** Pursuant to Pima County Procurement Code 11.40.030, Consultant hereby warrants that if Consultant’s employees perform work in an outdoor environment under this Contract, Consultant will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County’s request, Consultant will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Consultant to prevent heat-related illnesses and injuries in the workplace. Consultant will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Consultant will further ensure that each subconsultant who performs any work for Consultant under this Contract complies with this provision.
35. **Amendment.** Except for the amendment provision above in Section 4, this Contract may be modified, amended, altered or extended only by a written amendment signed by the Parties.
36. **Entire Agreement.** This document constitutes the entire agreement between the Parties and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

***Remainder of this Page is Intentionally Left Blank***



37. **Effectiveness and Date.** This contract will become effective when all Parties have signed it. The date of this Contract will be the date the Contract is signed by the last Party to sign it (as indicated by the date associated with that Party's signature).

Each Party is signing this Contract on the date below that Party's signature.

PIMA COUNTY:

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

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

CONSULTANT:

**Sarah Herr**

Digitally signed by Sarah Herr  
Date: 2025.05.28 09:52:46 -07'00'

\_\_\_\_\_  
Signature

**Sarah Herr, President**

\_\_\_\_\_  
Name and Title (Please Print)

**05/28/2025**

\_\_\_\_\_  
Date

This contract template has been approved as to form by the Pima County Attorney's Office.

## **EXHIBIT A – SCOPE OF SERVICES (7 PAGES)**

### **CULTURAL RESOURCES SERVICES FOR THE TRES RIOS REGIONAL WASTEWATER RECLAMATION FACILITY DIGESTER**

#### **I. PROJECT BACKGROUND**

Pima County's Tres Rios Regional Wastewater Reclamation Facility (RWRF) currently has 6 digesters. Four (4) have been in continuous operation since the plant's construction more than forty years ago. The other 2 were constructed in 2012 as part of the Regional Optimization Master Plan (ROMP) to upgrade and expand the treatment capacity of Tres Rios. To rehabilitate the 4 older digesters, they must be taken out of service temporarily and their capacity transferred to other digesters. The current Tres Rios RWRF digester capacity is not sufficient to both transfer that capacity and provide the level of redundancy needed to safely complete the rehabilitation. The two-digester complex built in 2012, known as Building 60, was built with the infrastructure necessary to support and operate 2 additional digesters as part of future facility expansion. The current project will add a third digester to Building 60, providing the needed capacity and redundancy to allow rehabilitation of the 4 older units. Because of the previously documented presence of a National Register of Historic Places (NRHP)-eligible archaeological site, AZ AA:12:111 (ASM), also known as Las Capas, in the immediate vicinity of the proposed digester project, construction for the project will be preceded by a program of archaeological testing and data recovery to mitigate the potential for impacts to this important resource. Pima County Conservation Lands and Resources, Cultural Resources and Historic Preservation (CLR-CRHP), will oversee the archaeological work and coordinate review of all associated deliverables.

#### **II. CULTURAL RESOURCES SERVICES SUMMARY**

Pima County is seeking a qualified consultant (Consultant) for the following cultural resources services, which are described in more detail in a subsequent section:

- Prepare a Historic Properties Treatment Plan (HPTP)
- Conduct archaeological testing as appropriate to determine the nature and extent of potential impacts to NRHP-eligible resources
- Conduct data recovery to mitigate impacts to archaeological resources, including scientific analyses of features, artifacts, and samples; prepare end-of-fieldwork and comprehensive data recovery reports; and ensure that all materials and documents are curated in an approved repository
- Conduct cultural resources sensitivity training for construction contractors
- Conduct monitoring of construction following data recovery and prepare documentation of discovered archaeological resources
- Conduct excavation and repatriation of human remains and funerary objects discovered during testing, data recovery, and monitoring

#### **III. CULTURAL RESOURCES COMPLIANCE FRAMEWORK**

Because Pima County is a political subdivision of the state of Arizona, all project-related cultural resources activities require compliance with the Arizona Antiquities Act (A.R.S. 841-41, et seq.) as well as local policies and ordinances, including Pima County Board of Supervisors Policy C3.17. The HPTP and all reports prepared by the consultant will be reviewed by CLR-CRHP, the Arizona State Museum (ASM), and the Arizona State Historic Preservation Office (SHPO). The project does not have a federal nexus and will not require consultation under the National Historic Preservation Act. However, Pima County is a Certified Local Government, which will prompt the nonmandated courtesy review by SHPO. CLR-CRHP will also coordinate nonmandated tribal consultation for the project.

#### **IV. PROJECT LOCATION AND DIGESTER PROJECT AREA**

Pima County's Tres Rios Reclamation Wastewater Treatment Facility is at 7101 N. Casa Grande Highway in Tucson, Arizona. The facility occupies approximately the northwest quarter of Section 1, Township 13 South, Range 12 East, and is adjacent on the east to the Santa Cruz River. The Tres Rios facility is owned entirely by Pima County. The Digester Project Area (DPA) is the extent of impacts associated with the proposed construction of Digester No. 7 (Exhibit A-1 – Site Map).

#### **V. PROJECT SCHEDULE**

The cultural resources services detailed in Section VIII, Cultural Resources Tasks for the Tres Rios Wastewater Reclamation Facility Digester Project, are expected to follow a sequenced approach lasting approximately 18 months.

#### **VI. MINIMUM QUALIFICATIONS**

All cultural resources work carried out pursuant to this Scope of Services shall be conducted by, or under the supervision of, a person or persons meeting the qualifications for an Arizona Antiquities Act Project-Specific Permit (Arizona Board of Regents Policy Manual, Rules Implementing A.R.S. §15-1631 and 41-841 et seq.; Arizona Antiquities Act, Policy Numbers 8-202[C] and 8-202[C][1][e]). The Consultant shall retain qualified staff in all disciplines required by this Scope of Services. All work and deliverables pertaining to this Scope of Services shall be conducted and prepared by qualified staff in accordance with current ASM and SHPO standards.

#### **VII. ITEMS AND SERVICES TO BE FURNISHED BY COUNTY**

CLR-CRHP will provide, at minimum, the following:

- Notice to Proceed allowing the Consultant to begin work outlined in the Scope of Services
- Access to the Tres Rios project area
- Review of all deliverables

#### **VIII. CULTURAL RESOURCES TASKS FOR THE TRES RIOS DIGESTER NO. 7 PROJECT**

##### ***General Assumptions***

- The level of effort for scoped services is limited to the amount of labor and expenses identified in a Project Budget spreadsheet that will be developed after the Consultant is selected.
- Upon request, the Consultant will provide CLR-CRHP an estimate of anticipated costs associated with each scoped service based on the County's fiscal year (July 1 – June 30). This will be used for budgeting purposes for each year of the project.
- The duration of cultural resources services detailed in this Scope of Services is anticipated to be 18 months. The Consultant is responsible for meeting deadlines of the detailed project schedule that will be developed after the Consultant is selected.
- The Consultant may be responsible for backfilling with minimal compaction requirements in the investigated area.
- All work and deliverables pertaining to this scope of services, as appropriate, will be performed and prepared in accordance with current ASM, SHPO and Secretary of the Interior's Standards.
- The Consultant retains current licenses and qualified staff related to project management software capable of producing weekly, biweekly, and monthly reports documenting, at minimum, overall progress as well as service-specific progress reports, including production of a dynamic service-based project schedule.
- The Consultant retains qualified staff for relevant disciplines required by this Scope of Services.

- The Consultant retains current software licenses and qualified staff related to the production, updating, and submission of a Geographic Information Systems Database capable, at minimum, of monthly progress data submissions for the project.
- A written summary of each meeting involving the Consultant will be provided electronically by the Consultant. Hard copies will not be provided. The Consultant will be responsible for preparing graphics, handouts, and arrangements for meetings.
- Attendance by the Consultant at meetings must include at minimum at least one Principal Investigator or Project Director listed on the Arizona Antiquities Act project-specific permit for the MM project.
- All deliverables shall be submitted in electronic format (pdf, gdb, etc.) via email or FTP, and CD/DVDs will not be accepted. Select deliverables require submission of the deliverable in paper format in addition to electronic format, and the Consultant will be notified accordingly.

#### **A. Permits and Agreements**

The Consultant shall obtain all required permits and agreements prior to commencing fieldwork including, at minimum:

- Arizona Antiquities Act Project-Specific Permit from ASM
- Repository Agreement with ASM to ensure that all project materials, records, and documentation are submitted to ASM for curation
- Project-specific Burial Agreement executed with ASM
- Site-specific Stormwater Pollution Prevention Plan (SWPPP) in consultation with the Pima County Department of Environmental Quality, for the duration of fieldwork
- Fugitive Dust Activity Permit from the Pima County Department of Environmental Quality, for the duration of fieldwork

#### **B. Project Meetings**

The Consultant shall attend any project meetings called by Pima County RWRD or CLR-CRHP including, at minimum:

- Kick-off meeting
- Monthly progress meetings
- Tribal coordination meetings as necessary

#### **C. Historic Properties Treatment Plan (HPTP)**

The Consultant shall prepare an HPTP describing all aspects of the proposed investigation. The HPTP must be reviewed and approved by CLR-CRHP and ASM, and will incorporate comments from nonmandated consultation with SHPO and Tribal Governments before fieldwork begins. The HPTP shall include an overview of previous archaeological research associated with the DPA and its setting, and an appropriate historic context for archaeological investigation of AZ AA:12:111 (ASM). The context shall be used to identify pertinent research domains, specific research questions within those domains, and how the research questions can be addressed with the anticipated data. The HPTP, once reviewed and approved, will guide archaeological data recovery, treatment of human remains, funerary objects, and objects of cultural patrimony, as well as monitoring, all post-field analyses, and curation.

The HPTP will present a sequenced work plan for archaeological testing, archaeological data recovery, and construction monitoring. A priority will be placed on the avoidance and in-place preservation of buried archaeological resources, if possible. All data recovery fieldwork will be limited to the mitigation of impacts to archaeological resources that will be directly affected by construction activities in the current project. The HPTP will specify the following:

- Presumed horizontal and vertical limits of AZ AA:12:111 (ASM) within DPA, with supporting background research
- Portion of DPA where testing and data recovery will be conducted
- Portion of DPA that will not receive treatment, with justification for no treatment, if applicable

- Research questions to be addressed in testing and data recovery, with discussion of relevance to regional archaeological theory and practice
- Protocol for treatment of unanticipated discoveries of archaeological features and deposits during monitoring of construction (monitoring and discovery plan)
- Protocol for treatment of human remains, in event such remains are discovered, describing methods and procedures for recovery, inventory, treatment, and disposition of human remains and associated funerary objects, sacred or ceremonial objects, and objects of cultural patrimony, consistent with ASM Burial Agreement

The HPTP will include a project management plan as an appendix that identifies all services described in the scope and the staff members responsible for each service. The project management plan will also provide or describe the following:

- Project schedule for completing each service
- Project-specific contact list
- Project-specific file transfer protocol (FTP) or similar collaborative website holding all information, correspondence, documents, and summaries related to the project; password-protected and accessible to CLR-CRHP at all times
- Project-specific quality assurance and quality control plan for all fieldwork, analyses, and reporting tasks
- Project-specific safety plan
- Project-specific field recording manual including samples of field forms
- Project-specific cartography plan including description of equipment that can maintain near-centimeter accuracy
- Project-specific relational database management system that identifies all spatial and nonspatial data sets, including spatial data schema such as: metadata descriptions for all spatial feature classes and domains; artifact and feature data sets including attributes to be used for coding in analysis and reporting; nonspatial data schema including artifact and sample coding attributes to be used throughout project
- Relational model for final submission to CLR-CRHP of how spatial and nonspatial data sets will be combined into one comprehensive relational database management system accessible and usable by CLR-CRHP staff
- Project-specific cultural resources sensitivity training plan designed for all construction personnel
- Project-specific public outreach and interpretation plan for disseminating data to professional community and public during and at conclusion of archaeological fieldwork

The Consultant shall submit a draft HPTP to CLR-CRHP for review and comment before it is distributed for comment to ASM, SHPO, and Tribal Governments. The Consultant shall submit the HPTP to ASM as part of its Arizona Antiquities Act Project-Specific Permit application once CLR-CRHP has reviewed the draft submittal and any necessary revisions have been made.

#### **D. Archaeological Data Recovery**

Archaeological data recovery shall be restricted to the DPA and conducted in two phases. Because of the limited scale of the investigation, the two phases may be conducted without interruption and without submitting a formal Phase I end-of-fieldwork report. Instead, the Consultant shall keep the CLR-CRHP staff assigned to the project updated on Phase I work progress, discoveries, and the evolving Phase II work plan.

Phase I data recovery will begin with systematic mechanical trenching to determine the nature and extent of buried features and other cultural deposits in the DPA. The results of previous archaeological investigations at Tres Rios suggest that the uppermost layers of sediments in the DPA may lack cultural features and deposits, and that considerable sediment will have to be removed before the most-recent features and deposits are reached. Given the limited horizontal extent of the DPA, Phase I data recovery may be limited to fully exposing the uppermost level of cultural deposits rather than

exploring to different depths within the DPA. Thus, removal of overburden is permissible, but this step must be included for approval in the HPTP.

Phase II data recovery will consist of intensive hand excavation, supplemented by mechanical excavation as appropriate, of cultural features and deposits identified in Phase I. If the number of features and deposits is unexpectedly high, the Consultant shall formulate a sampling strategy for features and deposits based on a consideration of how the research domains and questions of the HPTP are best addressed. The strategy will be reviewed by CLR-CRHP and, once approved, will guide the Phase II excavations.

**E. End-of-Fieldwork Report**

After the completion of fieldwork, the results of archaeological data recovery shall be summarized in an end-of-fieldwork report that documents implementation of the HPTP and satisfaction of the relevant cultural resources compliance requirements. The report will be submitted to CLR-CRHP for review, revised to address CLR-CRHP comments, then submitted to ASM for review. Acceptance of the end-of-fieldwork report by CLR-CRHP and other parties will allow the construction project to begin while the Consultant prepares the project final report.

**F. Analyses of Artifacts and Samples**

All artifacts and samples recovered during the excavations shall be processed, cataloged, and analyzed consistent with ASM and SHPO standards. The Consultant shall employ or subcontract archaeological specialists with the necessary expertise to analyze the collected artifacts and samples in accordance with the research objectives of the HPTP. The procedures and results of all analyses shall be reported in detail in the project final report.

**G. Project Final Report**

The project final report shall document the results of the background research, Phase I and Phase II fieldwork, and all analyses. The report shall include narrative descriptions, tables, illustrations, and photographs, as appropriate, to document individual features and deposits. The report shall also include discussions of all aspects of the project and the DPA, including geomorphology and environment, culture history and previous archaeological research, relevant research domains and questions, and field methods. The final report shall also include full documentation of all analyses of features, deposits, artifacts, and samples, including analyses of architectural and structural features, and typological, technological, and functional analyses of artifacts. The final report shall also present an interpretive synthesis of the field and analytical results, tying the work into previous research within AZ AA:12:111 (ASM), detailing what has been newly learned about the site, and making recommendations for future planning at Tres Rios. The report shall also include a comprehensive list of references cited, and appendices presenting excavation and analytical data as appropriate.

The Consultant shall prepare a draft final report and submit it to CLR-CRHP for comments. After addressing comments, a revised draft shall be submitted to ASM, SHPO, and Tribal Governments for review. Once all comments by CLR-CRHP, ASM, SHPO, and the Tribes have been addressed, the Consultant shall submit the revised final report to CLR-CRHP and ASM.

**H. Spatial and Nonspatial Data**

The Consultant is responsible for the collection and submission of all spatial and nonspatial data that is associated with cultural resources services outlined in this Scope of Services. Submission of the spatial data to CLR-CRHP will be in a geodatabase format meeting metadata schema requirements outlined in the HPTP's Project Management Plan, and specifically, the approved cartography plan and project-specific relational database management system model. Spatial data should be updated weekly, and monthly submissions of up-to-date spatial data may be requested by CLR-CRHP that must meet formatting requirements outlined in the HPTP. Submission of the nonspatial data to CLR-CRHP will be in a format that allows for integration with the spatial data geodatabase, and that is accessible and usable by CLR-CRHP staff.

**I. Cultural Sensitivity Training for Contractors**

The Consultant shall conduct site-specific cultural resources sensitivity training for all construction contractors, with an emphasis on the coordination of construction activities and the requirements of archaeological monitoring.

**J. Archaeological Monitoring**

The Consultant shall monitor all ground-disturbing construction in the DPA from the start of construction until construction is complete. The monitoring and discovery plan outlined in the HPTP shall be followed in each instance of unanticipated discovery of archaeological features or deposits during construction. The Consultant shall be responsible for coordinating all monitoring activities directly with the construction contractor.

**K. Curation**

The Consultant shall be responsible for meeting the terms of the ASM-issued Repository Agreement. All required project materials, records, and documentation shall be submitted to ASM, and it is the Consultant's responsibility to ensure that ASM standards for curation are met. Curation shall be completed prior to submission of the final perfect bound report to CLR-CRHP.

**L. Deliverables**

- Draft Historic Properties Treatment Plan (pdf)
- Final Historic Properties Treatment Plan addressing all comments (hard copies, pdf)
- Draft End of Fieldwork Report (pdf)
- Final End of Fieldwork Report addressing CLR-CRHP and ASM comments (pdf)
- Draft Final Report (hard copies, pdf)
- Final Report (hard copies, pdf)
- Draft Relational Database that includes both spatial and nonspatial data
- Final Relational Database that includes both spatial and nonspatial data that addresses OSC revisions
- Documentation from ASM that the Repository Agreement has been fulfilled, and that curation has been completed.

***Remainder of this Page is Intentionally Left Blank***

**EXHIBIT A-1 – SITE MAP**



**END OF EXHIBIT A – SCOPE OF SERVICES**



## **EXHIBIT B - COMPENSATION SCHEDULE (31 PAGES)**

### **A. COST PLUS FIXED FEE SCHEDULE OF PAYMENTS**

(Detailed by Major Milestone, Not to Exceed Cost by Task (Direct Labor, Indirect, and Other Direct Costs), and Fixed Fee)

### **B. COMPENSATION DETAILS**

#### **1. Cost Allocation and Ceilings**

The compensation schedule will contain the negotiated cost allocations for each individual task. The compensation schedule will be used to monitor cost expenditures and sets the fixed price that can be charged for work pursuant to the specified task.

#### **2. Cost Adjustments**

If, for valid reason(s), Consultant notifies the Project Manager that the requisite work cannot be performed within the task's compensation allocation, and the Project Manager (PM) concurs, County will consider modifying cost allocations. The total compensation may be increased only by formal amendment to this agreement.

#### **3. Progress Payments**

It is anticipated certain elements of the Project may take longer than 1 month to complete. These elements may be at considerable cost to Consultant prior to their full completion and acceptance by County. In such cases, at the sole discretion of County, County may authorize interim progress payments to Consultant. The invoice from Consultant will be proportionate to the actual percentage of work completed through the period covered by the invoice, as accepted by the PM.

4. The Fixed Fee for each assignment will be negotiated on a case-by-case basis. The fee will be a percent of the Consultant or Co- Consultant level of effort cost estimate agreed to by the County excluding sub-consultants and other direct cost estimates. The fee will be fixed for the scope of work detailed in the contract. The fixed fee percentage will be based upon historical departmental percentages for similar assignments, published industry guidelines and magnitude and duration of the assignment. Fixed Fee for engineering Subconsultants will generally follow the same guidelines established for the prime consultants but can also be negotiated on a case-by-case basis as appropriate.

#### **5. Cost Items**

##### **A. Hourly Billing**

##### **I. Hourly Billing Rates**

- a. Actual Payroll Rates within published industry standards.
- b. Actual payroll rates for each person anticipated to be performing services on the assignment will be provided in advance of execution of the contract. Said listing will be updated on an annual basis during the term of the contract.
- c. Hourly fee schedules for various position titles are not allowed.

##### **II. Annual Salaried Professionals**

- a. Annual Salary individuals working a normal 40-hour week will be divided by two thousand eighty (2,080) hours to arrive at hourly billing rates.
- b. Annual Salary individuals working a normal 37.5-hour week will be divided by 1,950 to arrive at hourly billing rates

- III. Allowable Annual Increases
  - a. Reasonable annual salary increases within published industry standards will be allowed and approved in advance
  - b. Unusually high proposed increases and increases above published industry standards will be agreed to on a case by case basis.
- IV. Subconsultants
  - a. Specific billing arrangements will be negotiated with specialty Subconsultants such as the following:
  - b. Attorneys
  - c. Financial Advisors
  - d. Surveyors
  - e. Subsurface Consultants
  - f. Specialty Consultants
- V. Vacation/Holidays
  - a. Included in firm's audited multiplier
- VI. Sick Time
  - a. Included in firm's audited multiplier
- VII. Billing for non-productive idle time
  - a. No billing for vehicle driving time (commuting time)
  - b. Allow billing during air travel to Pima County for actual time worked on Pima County projects
  - c. Short-term assignments are negotiable
- 6. Multipliers
  - A. Only audited multipliers following Generally Accepted Accounting Principles (GAAP) or Federal Single Audit principles are allowed
  - B. Corporate, Regional or Local Audited Multipliers of firms will be negotiated for each contract.
  - C. Job Site multipliers will be negotiated in the event the County provides office space or job site trailers for the Consultant
  - D. County will consider annual audited multipliers or fixed multipliers for the contract period
- 7. Travel Time
  - A. Air Travel
    - I. Allow only for time spent on aircraft working on Pima County projects
- 8. Land Travel
  - A. Not allowed from Phoenix Metro Area to Pima County (both ways)
  - B. Not allowed to and from airports
- 9. Local Travel between meetings and job sites

A. Allowed

10. Expenses

A. Mileage (Between Phoenix Metro Area and Pima County)

- I. Approve at the established County mileage rate
- II. Included in firm's audited multiplier or as other direct cost
- III. Mileage for commuting not allowed

B. Mileage – local

- I. Approve at the established County mileage rate only allowable for projects outside a radius of 50 miles from 130 W. Congress, Tucson, AZ 85701.
- II. Included in firm's audited multiplier or as other direct cost.
- III. Mileage for commuting to and from work place not allowed.

C. Car Rental/Lease/Corporate Vehicles

- I. Included in firm's audited multiplier or as other direct cost.

D. Hotel/Meals

- I. Allow only for infrequent call-in of an out of state consultant for a limited period of time.
- II. Establish daily limits in accordance with Federal Guidelines and negotiable for unusual circumstances.
- III. Allowed charges to be identified as other direct costs.

E. IT/Phone/Internal Delivery Charges/Normal Postage/Miscellaneous/Other Administrative Charges

- I. Include in firm's audited multiplier

F. Relocation, second domicile or subsistence expenses

- I. Negotiable on a case by case basis

G. Reproduction Costs

H. Bill as other direct costs if not in audited multiplier

- I. All other direct costs will be detailed in the contract billing

11. Unallowable Costs

A. Bonus

- I. Not allowed as a direct charge or in the multiplier

- B. Entertainment Costs
- C. Marketing Costs
  - I. Only as allowed in audited multipliers
- D. Non-identifiable Costs
- E. Donations
  - I. Only as allowed in audited multipliers
- F. Mark-up on sub-consultants
- G. Travel time from Phoenix Metro Area to Pima County (both ways)
- H. Air travel for commuting purposes

**C. INVOICING**

Consultant will submit invoices monthly, to the Project Manager, with appropriate supporting data and documentation and in a format as prescribed by the Project Manager. The Project Manager may delay approval for up to 5 workdays to review the Progress Report and invoice. The invoice will tabulate the costs associated with each individual task. All Task (deliverables) and Subcontracted Service costs will be appropriately documented. The Project Manager will review and check the invoice to determine if it is complete and acceptable. If the Project Manager determines the invoice to be complete and acceptable, the Project Manager will approve the invoice and forward it for processing the payment.

***Remainder of this Page is Intentionally Left Blank***

# **Cost Proposal in Response to RFQu-2400013452**

## **Cultural Resources Services for the Tres Rios Wastewater Reclamation Digester Project**

***Prepared by:***

Desert Archaeology, Inc.

3975 North Tucson Blvd.

Tucson, Arizona 85716

***Submitted to:***

Karrie Hixon

Procurement Officer

Pima County Procurement Department

Design & Construction Division

150 W. Congress Street, 5th Floor

Tucson, Arizona 85701

9 May 2025

# Cost Proposal

## Cultural Resources Services for the Tres Rios Wastewater Reclamation Digester Project

This document presents Desert Archaeology's cost proposal for the tasks to be undertaken on the Cultural Resources Services for the Tres Rios Wastewater Reclamation Digester Project. This cost proposal reflects projected costs related to cultural resources services for eight primary tasks: Management, Historic Properties Treatment Plan (HPTP), Data Recovery, Ethnography, Data Analysis, Report Preparation, Construction Phase, and Curation conducted over the anticipated 18-month duration of the project.

The proposal includes:

- Budget Summary
- Direct Labor Primary Task Summary
- Desert Archaeology Overhead Rate Audit Report
- Desert Archaeology Hourly Rates
- Proposed Tasks and Schedule
- Direct Cost Support Documentation
- Assumptions

Tres Rios Wastewater Reclamation Digester Project

Primary Tasks	Management		HPTP	Data Recovery (Field/Lab)				Ethnography	Data Analysis		Report Preparation	Construction Phase Tasks		Curation
Subtasks	Permits	Meetings	HPTP	Phase I	Phase II	Laboratory Processing	EOF Report	Ethnography	Artifact Sample Analysis	Spatial/ Non-spatial Database	Report Preparation	Cultural Sensitivity Training	Monitoring	Curation

Estimated Direct Labor (Hours by Task/Subtask)

Position	Direct Hourly Rate															Total Hours	Total Cost
Principal Investigator	\$46.50	0	20	10	10	40	0	4	10	0	0	20	10	0	0	124	\$5,766.00
Projects Manager	\$46.00	12	20	8	8	40	0	0	0	0	0	40	0	0	0	128	\$5,888.00
Senior Project Director	\$39.50	0	20	40	20	80	0	8	0	0	0	80	0	0	0	248	\$9,796.00
Project Director 2/Field Director 2	\$34.50	20	20	80	80	320	0	40	240	0	0	1,200	40	40	0	2,080	\$71,760.00
Bioarchaeologist	\$34.50	0	0	0	20	40	0	0	0	60	0	0	0	0	0	120	\$4,140.00
Ceramic Analyst 1	\$33.00	0	0	0	0	0	0	0	0	100	0	0	0	0	0	100	\$3,300.00
Faunal Analyst	\$33.50	0	0	0	0	0	0	0	0	120	0	0	0	0	0	120	\$4,020.00
Flaked Stone Analyst	\$33.50	0	0	0	0	0	0	0	0	200	0	0	0	0	0	200	\$6,700.00
Ground Stone Analyst	\$28.00	0	0	0	0	0	0	0	0	80	0	0	0	0	0	80	\$2,240.00
Archaeobotany Analyst	\$37.50	0	0	0	0	0	0	0	0	160	0	0	0	0	0	160	\$6,000.00
Mapping Director	\$40.00	0	0	10	10	10	0	2	0	0	80	20	0	0	0	132	\$5,280.00
Mapping Specialist 1	\$33.50	0	0	20	20	40	0	8	0	0	160	120	0	0	0	368	\$12,328.00
Laboratory Director	\$31.50	0	0	0	0	0	120	0	0	0	0	0	0	0	60	180	\$5,670.00
Publications Director	\$34.50	0	0	20	0	0	0	8	0	0	0	60	0	0	0	88	\$3,036.00
Drafting/Mapping Specialist	\$29.00	0	0	0	0	0	0	0	0	0	0	60	20	0	0	80	\$2,320.00
Crew Chief	\$29.00	0	0	0	80	320	0	0	0	0	0	120	0	160	0	680	\$19,720.00
Database Assistant	\$28.00	0	0	0	0	0	0	0	0	40	160	0	0	0	0	200	\$5,600.00
Field Archaeologist 1	\$26.00	0	0	0	80	1,200	0	0	0	0	0	0	0	0	0	1,280	\$33,280.00
Lab Assistant 1	\$26.00	0	0	0	0	0	240	0	0	0	0	0	0	0	120	360	\$9,360.00
Lab Assistant 2	\$22.00	0	0	0	0	0	80	0	0	0	0	0	0	0	0	80	\$1,760.00
Subtotal Direct Labor																6,808	\$217,964.00

Samples

Carbon-14 Dating	See rate sheet																\$4,050.00
Ostracode	See rate sheet																\$2,340.00
Pollen	See quotes																\$1,100.00
Subtotal Samples																	\$7,490.00

Consultant Services

Anthropological Research	See quote																\$8,742.00
Geomorphology	See quote																\$11,640.00
Subtotal Consultants																	\$20,382.00

Other Direct Expenses

Backhoe Services/Earthmoving	See quote																\$109,270.00
Barricades/Fencing	See quote																\$3,291.70
Curation	See quote																\$42,757.81
Dust Control	See quote																\$3,693.99
On-Site Storage	See quote																\$621.75
Porta-John	See quote																\$522.00
SWPPP (Materials)	See quote																\$445.13
Subtotal Other Expenses																	\$160,602.38

Tres Rios Wastewater Reclamation Digester Project

Primary Tasks	Management		HPTP	Data Recovery (Field/Lab)				Ethnography	Data Analysis		Report Preparation	Construction Phase Tasks		Curation
Subtasks	Permits	Meetings	HPTP	Phase I	Phase II	Laboratory Processing	EOF Report	Ethnography	Artifact Sample Analysis	Spatial/ Non-spatial Database	Report Preparation	Cultural Sensitivity Training	Monitoring	Curation

Budget Summary														
Labor														\$217,964.00
Samples														\$7,490.00
Consultant Services														\$20,382.00
Other Expenses														\$160,602.38
OH (130.88% of Labor)														\$285,271.28
Fee (8% of Labor+OH)														\$40,258.82
Total Estimated Cost and Fee														\$731,968.49



Tres Rios Wastewater Reclamation Digester Project  
Direct Labor Primary Task Summary

	Direct Hourly (DHR)		Management		HPTP		Data Recovery		Ethnography		Data Analysis		Report Preparation		Construction Phase		Curation		Total Budget	
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Principal Investigator	\$46.50	20	\$930.00	10	\$465.00	54	\$2,511.00	10	\$465.00	0	\$0.00	20	\$930.00	10	\$465.00	0	\$0.00	124	\$5,766.00	
Projects Manager	\$46.00	32	\$1,472.00	8	\$368.00	48	\$2,208.00	0	\$0.00	0	\$0.00	40	\$1,840.00	0	\$0.00	0	\$0.00	128	\$5,888.00	
Senior Project Director	\$39.50	20	\$790.00	40	\$1,580.00	108	\$4,266.00	0	\$0.00	0	\$0.00	80	\$3,160.00	0	\$0.00	0	\$0.00	248	\$9,796.00	
Project Director 2	\$34.50	40	\$1,380.00	80	\$2,760.00	440	\$15,180.00	240	\$8,280.00	0	\$0.00	1,200	\$41,400.00	80	\$2,760.00	0	\$0.00	2,080	\$71,760.00	
Bioarchaeologist	\$34.50	0	\$0.00	0	\$0.00	60	\$2,070.00	0	\$0.00	60	\$2,070.00	0	\$0.00	0	\$0.00	0	\$0.00	120	\$4,140.00	
Ceramic Analyst 1	\$33.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	100	\$3,300.00	0	\$0.00	0	\$0.00	0	\$0.00	100	\$3,300.00	
Faunal Analyst	\$33.50	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	120	\$4,020.00	0	\$0.00	0	\$0.00	0	\$0.00	120	\$4,020.00	
Flaked Stone Analyst	\$33.50	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	200	\$6,700.00	0	\$0.00	0	\$0.00	0	\$0.00	200	\$6,700.00	
Ground Stone Analyst	\$28.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	80	\$2,240.00	0	\$0.00	0	\$0.00	0	\$0.00	80	\$2,240.00	
Archaeobotany Analyst	\$37.50	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	160	\$6,000.00	0	\$0.00	0	\$0.00	0	\$0.00	160	\$6,000.00	
Mapping Director	\$40.00	0	\$0.00	10	\$400.00	22	\$880.00	0	\$0.00	80	\$3,200.00	20	\$800.00	0	\$0.00	0	\$0.00	132	\$5,280.00	
Mapping Specialist 1	\$33.50	0	\$0.00	20	\$670.00	68	\$2,278.00	0	\$0.00	160	\$5,360.00	120	\$4,020.00	0	\$0.00	0	\$0.00	368	\$12,328.00	
Laboratory Director	\$31.50	0	\$0.00	0	\$0.00	120	\$3,780.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	60	\$1,890.00	180	\$5,670.00	
Publications Director	\$34.50	0	\$0.00	20	\$690.00	8	\$276.00	0	\$0.00	0	\$0.00	60	\$2,070.00	0	\$0.00	0	\$0.00	88	\$3,036.00	
Drafting/Mapping Specialist	\$29.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	60	\$1,740.00	20	\$580.00	0	\$0.00	80	\$2,320.00	
Crew Chief	\$29.00	0	\$0.00	0	\$0.00	400	\$11,600.00	0	\$0.00	0	\$0.00	120	\$3,480.00	160	\$4,640.00	0	\$0.00	680	\$19,720.00	
Database Assistant	\$28.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	200	\$5,600.00	0	\$0.00	0	\$0.00	0	\$0.00	200	\$5,600.00	
Field Archaeologist 1	\$26.00	0	\$0.00	0	\$0.00	1,280	\$33,280.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1,280	\$33,280.00	
Lab Assistant 1	\$26.00	0	\$0.00	0	\$0.00	240	\$6,240.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	120	\$3,120.00	360	\$9,360.00	
Lab Assistant 2	\$22.00	0	\$0.00	0	\$0.00	80	\$1,760.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	80	\$1,760.00	
Total Direct Labor/Cost By Task			\$4,572.00		\$6,933.00		\$86,329.00		\$8,745.00		\$38,490.00		\$59,440.00		\$8,445.00		\$5,010.00		\$217,964.00	
Total OH By Task (130.88% of Labor)			\$5,983.83		\$9,073.91		\$112,987.40		\$11,445.46		\$50,375.71		\$77,795.07		\$11,052.82		\$6,557.09		\$285,271.28	
Total Fee By Task (8% of Labor+OH)			\$844.47		\$1,280.55		\$15,945.31		\$1,615.24		\$7,109.26		\$10,978.81		\$1,559.83		\$925.37		\$40,258.82	
Total Labor Cost By Task			\$11,400.30		\$17,287.46		\$215,261.71		\$21,805.69		\$95,974.97		\$148,213.88		\$21,057.64		\$12,492.46		\$543,494.11	

**Tres Rios Wastewater Reclamation Digester Project**  
**Overall Hourly Rate Schedule**

	Direct Hourly Rate (DHR)	Overhead (OH) 130.88% of DHR	Fee 8% of DHR+OH	Burdened Rate
Principal Investigator	\$46.50	\$60.86	\$8.59	\$115.95
Projects Manager	\$46.00	\$60.20	\$8.50	\$114.70
Senior Project Director	\$39.50	\$51.70	\$7.30	\$98.49
Project Director 2/Field Director 2	\$34.50	\$45.15	\$6.37	\$86.03
Bioarchaeologist	\$34.50	\$45.15	\$6.37	\$86.03
Ceramic Analyst 1	\$33.00	\$43.19	\$6.10	\$82.29
Faunal Analyst	\$33.50	\$43.84	\$6.19	\$83.53
Flaked Stone Analyst	\$33.50	\$43.84	\$6.19	\$83.53
Ground Stone Analyst	\$28.00	\$36.65	\$5.17	\$69.82
Archaeobotany Analyst	\$37.50	\$49.08	\$6.93	\$93.51
Mapping Director	\$40.00	\$52.35	\$7.39	\$99.74
Mapping Specialist 1	\$33.50	\$43.84	\$6.19	\$83.53
Laboratory Director	\$31.50	\$41.23	\$5.82	\$78.55
Publications Director	\$34.50	\$45.15	\$6.37	\$86.03
Drafting/Mapping Specialist	\$29.00	\$37.96	\$5.36	\$72.31
Crew Chief	\$29.00	\$37.96	\$5.36	\$72.31
Database Assistant	\$28.00	\$36.65	\$5.17	\$69.82
Field Archaeologist 1	\$26.00	\$34.03	\$4.80	\$64.83
Lab Assistant 1	\$26.00	\$34.03	\$4.80	\$64.83
Lab Assistant 2	\$22.00	\$28.79	\$4.06	\$54.86

## Project Tasks and Schedule

<i>Task/Subtask</i>	<i>Duration</i>
NTP	July 2025
Task 1: Management	
Subtask 1.1: Maintain Permits	Throughout
Subtask 1.2: Attend Meetings	Throughout
Task 2: Historic Properties Treatment Plan	July 2025 to August 2025
Task 3: Data Recovery	
Subtask 3.1: Phase I Data Recovery	September 2025
Subtask 3.2: Phase II Data Recovery	October 2025 to January 2026
Subtask 3.3: Laboratory Processing	September 2025 to January 2026
Subtask 3.3: End of Fieldwork Report	February 2026
Task 4: Ethnography	January 2026 to June 2026
Task 5: Data Analysis	
Subtask 5.1: Artifact/Sample Analysis	February 2026 to April 2026
Subtask 5.2: Spatial/Non-spatial Database	September 2025 to April 2026
Task 6: Report Preparation (draft)	February 2026 to November 2026
Task 7: Construction Phase Tasks	
Subtask 7.1: Cultural Sensitivity Training	TBD
Subtask 7.2: Construction Monitoring	TBD
Task 8: Curation/Closeout	December 2026 to February 2027

## Direct Cost Support Documentation

### Samples

Carbon 14 Dating	6 standard AMS samples; Beta Analytic (see attached rate sheet)
Pollen Analysis	6 Pollen samples; Dr. Sophie Warny; Geolab (see attached quotes)
Ostracode Analysis	6 Ostracode samples; TNESR (see attached rate sheet)

### Consultants

Ethnography	Anthropological Research L.L.C. (see attached proposal)
Geomorphologist	Dr. Gary Huckleberry (see attached proposal)

### Other Expenses

Backhoe Services	Casey's Backhoe (see attached proposal)
Barricades/Fencing	Shoring (1 month); Sunstate Equipment (see attached rate sheet)
Curation	Arizona State Museum (see attached quote)
Dust Control	Water trailer (4 months); Sunbelt Rentals (see attached rate sheet)
On-site Storage	Container (4 months); SMS Storage (see attached rate sheet)
Porta-John	1 unit for 4 months; ACE Pumping and Portables (see attached rate sheet)
SWPPP (materials)	Straw wattles; White Cap (see attached quote)



Outlook

---

## Beta Analytic - Maize/Corn Samples

---

From Regan Steigleder <rsteigleder@betalabservices.com>

Date Mon 4/28/2025 12:32 PM

To Greg Whitney <gregw@desert.com>

Hi Greg,

I have pricing below. Just curious--do you know roughly how many samples your company works with per year? Or know a coworker with that information? Thank you!

**\*Radiocarbon Dating prices:\***

For AMS pricing:

(these prices include: 24/7 web access to your past results and pending analyses, calendar calibration when applicable, and quality assurance reports. Your results will be posted to your Beta account once payment is received.)

AMS Standard: \$675 per sample (14 business days)

AMS Priority: \$890 per sample (6 business days)

If we are not able to find enough dateable material, you can send in a supplementary sample free of charge. Shipping is on us.

Best,  
Regan

**Regan Steigleder**  
**Account Manager**

[rsteigleder@betalabservices.com](mailto:rsteigleder@betalabservices.com)

Phone: (+1) 305-396-6057



[www.radiocarbon.com](http://www.radiocarbon.com) [www.betalabservices.com](http://www.betalabservices.com)

Beta Analytic, LLC - Accredited ISO/IEC 17025:2017 Testing Laboratory.  
IMPORTANT: Services are provided under our [Terms and Conditions](#). All other terms and conditions are declined. This e-mail and any files transmitted are confidential and may also be privileged. All communication between you and Beta Analytic is subject to our [Privacy Policy](#).

**Sophie Warny Bart, PhD**

Palynologist  
3715 Twelve Oaks Avenue  
Baton Rouge, Louisiana 70820

**QUOTE FOR PALYNOLOGICAL ANALYSES**

May 8 2025

TO:

**Sarah Herr, President  
Desert Archaeology, Inc.  
3975 N. Tucson Blvd  
Tucson, Arizona 85716  
520.881.2244 (Office)  
[www.desert.com](http://www.desert.com)**

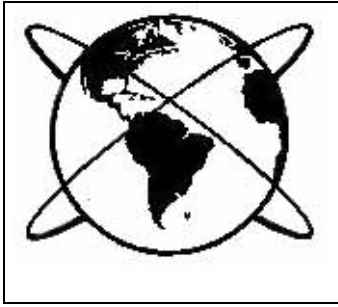
SITES OF LAS CAPAS, AZ AA:12:111(ASM) PROJECT

6 samples (slides provided by GEOLAB) @ \$100.00 USD each.....\$600.00 USD

**TOTAL THIS QUOTE.....\$600.00 USD**



Sophie Warny Bart



# Global Geolab Limited

729B — 15 Street, S.W. Medicine Hat, Alberta T1A 4W7

Telephone (403) 526-8227 Fax (403) 526-8227

E-mail: [global.geolab@mevlane.com](mailto:global.geolab@mevlane.com) website: [www.globalgeolab.com](http://www.globalgeolab.com)

May 7, 2025

Sarah Herr  
Desert Archaeology, Inc.  
3975 N. Tucson Blvd  
Tucson, AZ. 85716

## QUOTE FOR PALYNOLOGICAL PROCESSING

6 samples @\$70.00 USD .....\$420.00 USD  
Subtotal.....\$420.00 USD  
Shipping to LSU.....\$80.00USD

**TOTAL THIS QUOTE.....\$500.00 USD**

*Russ Harms*

Russ Harms



P.O. Box 37195  
Manuel R. Palacios-Fest, Ph.D.  
Tucson, Arizona 85740-7195  
C (520) 404-37804  
E-mail: [mrpalacios@tnesr.com](mailto:mrpalacios@tnesr.com)  
[www.tnesr.com](http://www.tnesr.com)

### Fee Schedule 2025

Service	Unit	#	Cost
Fieldwork/Geomorphology/Laboratory Consulting	Day	\$	1,000.00
* Continental Waters Micropaleontology (ostracodes, mollusks, calcareous algae)	Sample	\$	390.00
* Diatom Analysis (from marine and nonmarine environments)	Sample	\$	500.00
Recovery feasibility assessment (+ Shipment costs)	Sample	\$	50.00
* Marine Micropaleontology (foraminifera, ostracodes)	Sample	\$	390.00
** Invertebrate Paleontology (Species Identification up to five [5] species and no more than ten [10] specimens)	Each	\$	100.00
** Invertebrate Paleontology in Floatation samples	Sample	\$	390.00
Preparation of a fossil collection of invertebrates and/or microinvertebrates (includes separation of specimens by species and storage in labeled individual containers)	Container/ species	\$	15.00
<b>+ Shipping costs</b>			
Soil Sciences Strategies:			
+ Particle-size analysis (PSA)- Sand sieve test	Sample	\$	50.00
+ Phosphorous analysis (cost per chemical analysis only)	Sample	\$	25.00
+ Environmental magnetic susceptibility (cost per chemical analysis only)	Sample	\$	45.00
+ Stable isotope analysis ( $\delta^{18}\text{O}$ , $\delta^{13}\text{C}$ , $\delta^{15}\text{N}$ , Deuterium) (from soils, sediments, carbonates, bones, plants, water; other) (cost per chemical analysis only)	Sample	\$	30.00
§ Soil Data Interpretation and Report Writing	Hour	\$	120.00
§ Chemical Analysis:			
+ Trace element analysis for paleoclimate studies (Mg/Ca, Sr/Ca)	Sample	\$	40.00
+ Trace element analysis for pollution studies (multi-elements)	Sample	\$	75.00
+ Stable isotope analysis ( $\delta^{18}\text{O}$ , $\delta^{13}\text{C}$ , $\delta^{15}\text{N}$ , Deuterium) (from soils, sediments, carbonates, bones, plants, water; other) (cost per chemical analysis only)	Sample	\$	30.00
+ Minor elements analysis	Sample	\$	25.00
§ Chemical Data Interpretation and Report Writing	Hour	\$	120.00
SEM Photomicrographs	Each	\$	75.00
Light Microscopy Photographs		\$	55.00
Technical Editing and Scientific Report Writing	Hour	\$	120.00
Additional Report Writing	Hour	\$	120.00
Other Analyses:			
Lab sampling and processing	Hour	\$	75.00
Faunal Analysis	Sample	\$	350.00
Travel Expenses:			
- Travel Expenses are reimbursed as required. Rates vary with location and include personal car driving (current cost/mile), or car rental, or airfare, lodging, and meals. Standard government rates for travel will apply, including variation by city, area of the country, and other specifications (to be arranged with client).			
- Per diem (by arrangement): ~\$150.00/day			

\* Study includes data entry, interpretation, tabulation, graphing, and written report

\*\* Invertebrate species identification is for each species present in the study. Data entry, interpretation, tabulation, graphing and report writing requires a separate charge of \$100/Hour.

§ Geochemical analysis costs is for sample preparation and spectrometric analysis. Data entry, interpretation, tabulation, graphing, and report writing requires a separate charge of \$100/Hour.

+ Geochemical analyses for paleoenvironmental reconstructions are recommended if fossils occur in samples.

**† NOTE: Projects of less than 10 samples offer little information. TNESR cannot guarantee the reliability of the information obtained for projects under 10 sediment samples.**



**Anthropological Research, LLC, Las Capas Ethno  
Tasks (see attached budget):**

**1. Consulting on Literature and Fieldwork: 10 hours**

- AR will help DAI staff identify ethnographic literature.
- AR will help DAI staff develop ethnographic research questions.
- AR will help DAI staff conduct outreach to Pascua Yaqui Tribe and Tohono O'odham Nation \*.

**2. Interviews: 16 hours**

- AR will participate in interviews or other work sessions with Pascua Yaqui Tribe and Tohono O'odham Nation \*. Honorarium, mileage, and lunch expenses will be paid to tribal consultants, as needed.

**3. Report Writing: 80 hours**

- AR will co-author an ethnographic chapter for the Las Capas study.
  - Themes presented in ethnographic chapter may include: (1) review of historic settlement patterns and farming traditions along Santa Cruz River; (2) review of Pascua Yaqui Tribe and O'odham place names in project vicinity \*; (3) compare and discuss ethnographic and archaeological farming techniques; and (4) discuss continuity and change.

**4. Review: 16 hours**

- AR will participate in report review meetings with Pascua Yaqui Tribe and Tohono O'odham Nation \*. Honorarium, mileage, and lunch expenses will be paid to tribal consultants, as needed.

**5. Administrative Tasks: 8 hours**

- AR will coordinate tasks with and provide updates to DAI staff.
- AR will submit invoices for work conducted on this project.

\* Other tribes besides Pascua Yaqui Tribe and Tohono O'odham Nation may be included in study as time and budget permits.

---

**Anthropological Research, LLC, Las Capas Ethno**

---

**Anthropological Research, LLC*****Personnel*****Maren Hopkins, M.A. and Barry Price Steinbrecher, M.A.  
(Ethnographers)**

	<b>No.</b>	<b>Rate</b>	<b>Unit</b>	<b>Total</b>
Consulting on Literature and Fieldwork	10	\$65.50	/hour	\$655.00
Interviews	16	\$65.50	/hour	\$1,048.00
Report Writing	80	\$65.50	/hour	\$5,240.00
	16			
Administrative Tasks	8	\$65.50	/hour	\$524.00

**Specialist Fees (Local and Non-local Experts)*****Personnel***

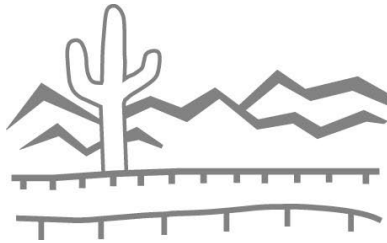
Interviews and Review Meetings (field or office-setting )	32	\$25.00	/hour	\$800.00
---	----	---------	-------	----------

***Expenses***

Lunch (@ AZ state rate)	10	\$14.00	/lunch	\$140.00
Mileage	500	\$0.670	/mile	\$335.00

**A.R., LLC, GRAND TOTAL****\$8,742.00**

---



---

Gary Huckleberry, Ph.D.  
Geomorphology, Pedology, Geoarchaeology  
Tucson, Arizona

---

May 6, 2025

Mr. Greg Whitney  
Desert Archaeology  
3975 N. Tucson Blvd.  
Tucson, AZ 85716

Subject: Geomorphological Study at the Las Capas Site

Dear Greg,

Below is a proposal with budget to contribute towards writing an HPTP and conducting a geomorphological study in conjunction with archaeological investigations at the Tres Rios Regional Wastewater Reclamation Facility. Construction of a new digester at the facility will occur close to previous excavations at Las Capas where significant information on Early Agricultural farming and settlement has been obtained. As a result of previous investigations, much is known about the alluvial stratigraphy and floodplain history of the site. The proposed new project provides an opportunity to expand on that information, particularly with respect to understanding the environmental context of the important shift from foraging to farming. Documenting and dating the alluvial stratigraphy within the parcel will be critical to the archaeological investigation. Specific geomorphological goals of the study include:

- 1) Determine depth of middle Holocene gravels as lower boundary for culturally sterile deposits
- 2) Correlate stratigraphy within proposed APE to previous excavations at Las Capas
- 3) Identify unconformities indicating former paleochannels and cienega soils/deposits indicative of former wetlands
- 4) Identify canals, document their stratigraphy, correlate to previously defined canal systems at Las Capas
- 5) Determine age of the oldest/deepest canals within the APE

In the HPTP, I will discuss the environmental context and propose research questions regarding Santa Cruz River floodplain history and early water management. The fieldwork component will involve documenting and describing alluvial deposits and soils following established guidelines, assisting archaeologists in identifying possible canals, and making recommendations for paleoecological sampling and chronometric dating. I will submit a report presenting the project area's geomorphic context, soils, alluvial chronology, and evidence for agricultural infrastructure. Results will be related to previous investigations at Las Capas and the greater Tucson Basin.

#### Cost Estimate

Contribution towards HPTP: 8 hr X \$105/hr =	\$ 840
Fieldwork: 40 hr X \$105/hr =	\$ 4200
Analysis & Write up (2026): 60 hrs x \$110/hr =	\$ 6600
<b>Total:</b>	<b>\$ 11,640</b>

Feel free to contact me if you should have any questions.

Sincerely,

Gary Huckleberry, Ph.D.  
6815 N. Cascade Spring Place  
Tucson, AZ 85718



ROC 168825 / 168826

May 07, 2025

Desert Archaeology, Inc.  
3975 N Tucson Blvd.  
Tucson, AZ 85716

ATTN: Greg Whitney

RE: Cost Estimate for Ins Road

**Estimated Time and Cost for Trenching and Stripping:**

1 <sup>st</sup> Backhoe– 50 days of Excavation @ 8 hours per day @ \$125.00 per hour:	\$ 50,000.00
2 <sup>nd</sup> Backhoe– 40 days of Excavation/Dirt Moving @ 8 hrs per day @ \$125.00 per hour:	\$ 40,000.00

**Move/Move In:**

1 <sup>st</sup> Backhoe – Move in / Move outs @ 2 hours total @ \$125.00 per hour x 2:	\$ 500.00
2 <sup>nd</sup> Backhoe – Move in / Move outs @ 2 hours total @ \$125.00 per hour x 2:	\$ 500.00

**Lodging and Per Diem:**

Lodging for Operators and Drivers: 90 days @ \$123.00 per day:	\$ 11,070.00
Per Diem for Operators and Drivers: 90 days @ \$80.00 per day:	\$ 7,200.00

<b>Total:</b>	<b>\$109,270.00</b>
---------------	---------------------

This price is good for 90 days. This price does not include a water truck or water source which will be provided by others. If you need any further information or have any questions, please do not hesitate to contact me at (480) 963-1404 or via email at caseysbs@gmail.com.

Sincerely,

Keith A. Tanko, President



# TRENCH SAFETY RENTALS

4360 E Tennessee Street. Tucson, AZ 85714

Phone: (520) 352-3311

Fax: (520) 352-3312

## RENTAL QUOTE

Sales Rep: Nathan Mejia

Phone: (520) 576-8828

Email: nathan.mejia@sunstateequip.com

Date: 4/28/2025

Customer: Desert Archaeology  
Contact: Greg Whitney  
Phone: (520) 235-1021  
Email: gregw@desert.com  
Job Address: 5005 W Ina Rd  
Job/PO #: Tres Rios WWTP

QTY	CATEGORY	DESCRIPTION	EACH DAILY	EACH WEEKLY	EACH MONTHLY
30	Shoring - Bare	7" 22" - 36"	\$ 6.86	\$ 27.44	\$ 82.32
1	Shoring Accessories	Pump Can	\$ 12.50	\$ 50.00	\$ 150.00
1	Shoring Accessories	48" Release Tool	\$ 3.50	\$ 14.00	\$ 42.00
1	Shoring Accessories	Lift Bar	\$ 10.00	\$ 40.00	\$ 120.00
			DAILY	WEEKLY	MONTHLY
SUBTOTAL - ESTIMATED RENTAL			\$ 231.80	\$ 927.20	\$ 2,781.60
TAX -6.1%			\$ 14.14	\$ 56.56	\$ 169.68
TOTAL - ESTIMATED RENTAL			\$ 245.94	\$ 983.76	\$ 2,951.28

QTY	SERVICE ITEMS	COST	UNIT	TOTAL COST
1	Delivery	\$125.00	Each	\$ 125.00
1	Pick-Up	\$125.00	Each	\$ 125.00
2	Fuel Surcharge	\$30.00	Each	\$ 60.00
SUBTOTAL - ESTIMATED TRANSPORTATION/SERVICE ITEMS				\$ 310.00
TAX 6.1%				\$ 18.91
TOTAL - ESTIMATED TRANSPORTATION/SERVICE ITEMS				\$ 340.42

After Hours/Wide Load charge of \$150.00/per load if applicable/Freight is for **Metro Tucson unless noted.**

Customers will be responsible for equipment assembly/disassembly.

Quoted By: Nathan Mejia

Customer Signature

Date: 4/28/2025

Title

QUOTE IS VALID FOR 30 DAYS, WE RESERVE THE RIGHT TO CHANGE/CANCEL TERMS WITHOUT WRITTEN NOTICE  
THANK YOUR FOR THE OPPORTUNITY TO SERVE YOU!



**Desert Archaeology**

3975 N. Tucson Blvd.,  
Tucson, Arizona 85716-1037

**Quote**

Quote No. 11945-Q1

Date: May 7, 2025

Valid to: July 6, 2025

**Request No.** 11945

**Company Name:** Desert Archaeology

**Request Name:** Pima County Digester

**Company Project No.**

**Request Contact**

Contact Name: Desert Permits (permits@desert.com)

**Services Requested**

**Service:** Burial Discovery Agreement

Burial Agreement Landownership: State Land  
Burial Agreement Type: Project-Specific

No. of Estimated BDA Linear Inches: 1

**Service:** Project Registration

Project Type: Site Monitoring, Testing, and Data Recovery  
Landownership: State County or Municipal

Site Number(s): AZ AA:12:111(ASM)  
No. of Person Field Days: 0

**Arizona Antiquities Act Permit**

Site Monitoring, Testing and Data Recovery takes place within the boundary of an ASM Site on  
State Land: Yes

AAA Project-Specific Permit: SELECTED  
Treatment Plan Type: Project-Specific

**ASM Repository Agreement**

Request a Repository Agreement with ASM: SELECTED  
Expedited ASM Repository Agreement: NOT REQUESTED

**Estimated quantities of materials to be curated at ASM**

No. of Linear Inches of documents to be curated at ASM: 2

No. of New ASM Site Cards to be submitted: 0  
 No. of ASM Site Card Updates to be submitted: 1  
 No. of Digital Images to be submitted: 50  
 No. of Half Boxes to be submitted: 20  
 No. of Catalog Objects to be submitted: 30

## Request note:

Please Note: Tasks and Costs below where the Curation column is listed as "YES" will appear on Invoice 2 and the quantities listed on this quote are subject to change.

## Rate Based Fees

Task Name	Curation Task	Quantity	Quantity Type	Task Time (minutes)	Rate (hourly)	Amount
ASM Site Card Update - Assistant	YES	1	No. of ASM Site Card Updates	45	38	\$28.50
ASM Site Card Update - Specialist	YES	1	No. of ASM Site Card Updates	120	83	\$166.00
Catalog Individual Artifact - Assistant	YES	30	No. of Catalog Objects	36	38	\$684.00
Catalog Individual Artifact - Specialist	YES	30	No. of Catalog Objects	132	83	\$5,478.00
Catalog Individual Artifacts Curation - Professional	YES	30	No. of Catalog Objects	15	125	\$937.50
Collections Intake - Assistant	YES	1	No. of Projects	12	38	\$7.60
Collections Intake - ARO Assistant	YES	1	No. of Projects	40	38	\$25.33
Collections Intake - Specialist	YES	1	No. of Projects	120	83	\$166.00
Prepare Archive - Assistant	YES	1	No. of BDA Linear Inches	18	38	\$11.40
Prepare Archive - Assistant	YES	2	No. of Linear Inches	18	38	\$22.80
Prepare Archive - Professional	YES	1	No. of BDA Linear Inches	20	125	\$41.67
Prepare Archive - Professional	YES	2	No. of Linear Inches	20	125	\$83.33
Prepare Bulk Artifacts - Assistant	YES	20	No. of Half Boxes	24	38	\$304.00
Prepare Bulk Artifacts - Specialist	YES	20	No. of Half Boxes	30	83	\$830.00
Prepare Photos - Specialist	YES	50	No. of Digital Images	18	83	\$1,245.00
Process Images - Professional	YES	50	No. of Digital Images	6	125	\$625.00
Project Registration: Site Monitoring, Testing/Excavation - Assistant	NO	1	No. of Projects	36	38	\$22.80
Project Registration: Site Monitoring, Testing/Excavation - Specialist	NO	1	No. of Projects	36	83	\$49.80
Receive Burial Agreement Application - Professional	NO	1	No. of BDAs	30	125	\$0.00
Repository Services Agreement Processing - Specialist	NO	1	No. of Projects	100	83	\$138.33

Review Burial Agreement Application - Professional	NO	1	No. of BDAs	480	125	\$0.00
Review Draft Report (BA) - Professional	YES	1	No. of BDAs	120	125	\$250.00
Review Draft Report - Professional	NO	1	No. of Permits	240	125	\$500.00
Review Draft Report - Specialist	NO	1	No. of Permits	330	83	\$456.50
Review Permit Application - Professional	NO	1	No. of Permits	120	125	\$0.00
Review Permit Application - Specialist	NO	1	No. of Permits	240	83	\$0.00

Subtotal: \$12,073.56

## Unit Based Fees

Cost Description	Curation Cost	Quantity	Quantity Type	Unit Cost	Amount
Curation in perpetuity of a half-cubic-foot box of artifacts	YES	20	No. of Half Boxes	\$1,502.00	\$30,040.00
Curation in perpetuity of a linear inch of BDA documentation	YES	1	No. of BDA Linear Inches	\$214.75	\$214.75
Curation in perpetuity of a linear inch of documentation	YES	2	No. of Linear Inches	\$214.75	\$429.50

Subtotal: \$30,684.25

**Total: \$42,757.81**


This quote is provided in good faith based on the assumptions and information submitted via the Arizona State Museum (ASM) Request for Quote Questionnaire. This quote applies only to the specific project for which the Request for Quote was submitted. If at any time the scope of this project escalates beyond that which was outlined within the Request for Quote Questionnaire, a revised quote (Rev.) will be issued, and thereafter become binding. The rates and fees listed in this quote are valid for 60 calendar days after the date issued.



### ✓ How to get your order

[Edit](#)

 In-store pickup  
Branch #554  
930 E Fort Lowell Rd  
Tucson, AZ 85719-2112

 Pickup time  
Sep 01, 2025 at 08:00 AM  
Return time  
Nov 14, 2025 at 03:00 PM

### 3 Accessories and add-ons

Make sure you have the accessories and add-ons you need for this equipment.

Need help? Call us at [800-667-9328](tel:800-667-9328).



Water Trailer 500 Gallon With Pump Rental

Qty: 1 \$3,285.00

12 items available

[Skip adding items](#)

## Order summary

 1 items

Taxes and fees will be calculated before rental confirmation.

Rental subtotal	\$3,285
Purchases subtotal	-
In-store pickup	Free
Rental protection plan	-
Prepay Fuel Option	-
Environmental Service Fee	\$64.05
Other fees	\$49.28

Subtotal	\$3,398.33
Taxes	\$295.66

**Estimated total** \$3,693.99

# RENTAL QUOTE

QUOTE #: 20250424-085628130

CUSTOMER ACCOUNT #:C29125



**Billed To:**

DESERT ARCHAEOLOGY INC.  
3975 N Tucson Blvd  
Tucson, AZ, 85716

**Account Number:** C29125

**Prepared By:**

Harlow Meadows  
harlow.m@swmobilestorage.com  
+15208700451  
Tucson Branch  
9635 N. Casa Grande Hwy  
Tucson, Arizona, 85743

**Ship To:**

,

**Major Cross Streets:**

**Site Contact:**

**Phone:**

**Alt Contact:**

**Phone:**

**Delivery Notes:**

Quote created: April 24, 2025

Quote expires: May 24, 2025

QUANTITY	NAME	DESCRIPTION	LIST	PRICE
1	10' Cargo Doors	Duration: 1-6 Months	\$75.00 / month	\$75.00 / month
1	Rental - DLW		\$9.00 / month	\$9.00 / month
1	Tucson DELIVERY		\$125.00	\$125.00
1	Tucson PICK UP		\$125.00	\$125.00

SUMMARY	
Monthly subtotal	\$84.00
One-time subtotal	\$250.00
TAX RATE 6.1%	\$20.37 6.1% tax

Total	\$354.37
-------	----------

<p><b><u>TUCSON, AZ</u></b> 4975 N Casa Grande Hwy 520-292-1232</p> <p><b><u>DENVER, CO</u></b> 9595 Brighton Rd. 303-227-3881</p>	<p><b><u>PHOENIX, AZ (CORP)</u></b> 1005 N. 50th St. 602-257-4484</p>	<p><b><u>LOS ANGELES, CA</u></b> 9551 Lucas Ranch Rd. 909-948-7700</p> <p><b><u>SAN DIEGO, CA</u></b> 10325 Roselle St 619-498-1920</p>
<p><b>Comments</b></p> <p>Southwest Mobile Storage (SMS) is not responsible for stamped engineered drawings or any submittal/permitting efforts. If a permit is required, SMS is to build from approved customer-supplied drawings. Any deviations from approved drawings require a changed order to be signed by customer prior to commencement.</p>		



**ACE PUMPING & PORTABLES**  
**8973 S. Eisenhower Rd.**  
**Tucson, AZ 85756**  
**P: 520-889-3000 F:520-889-5222**  
**Email: [info@aceportables.com](mailto:info@aceportables.com)**

**Attn:** gregw@desert.com

**Re:** Quote for: 1 Standard Unit

**Date:** TBD

**Location:** TBD

1 Standard Units @ \$123.00		\$ 123.00
	6.1% TAX	<u>\$ 7.50</u>
<b>MONTHLY TOTAL</b>		<b>\$ 130.50</b>

\*Service includes evacuation of waste, disinfecting unit, replenishing water, adding deodorizer and stocking the toilet paper.

Thank you,

Melissa Lynch  
Office Manager



# CASH C.O.D



053 - North Tucson  
3875 N. Commerce Drive  
Tucson, AZ, 85705  
(520) 792-9448

## QUOTE

### 65593984

**THIS IS A QUOTE ONLY DO NOT SHIP OR  
TENDER FUNDS**

**Sold To:** 5300  
CASH/TUCSON  
3875 N COMMERCE DR  
TUCSON, AZ, 85705  
520-792-9448

**Ship To :** CASH SALE - TUCSON-5300,5300-S  
3875 N COMMERCE DR  
TUCSON, AZ, 85705  
**Job Site Contact:**  
**Job Site Phone:**  
**Map #:**

06:01 PM

**Ordered By:** KAREN NUNEZ

**Contact Phone:** 520-3089318

Quote Number		Quote Date	Valid Until	Request Date		Sales Person	
65593984		04/23/2025	04/30/2025			Brock, C	
Terms		Shipping Method	Quote Name	Customer PO		Created By	
COD		0. Will Call				Nunez, K	
SEQ	Part#	Description	Ord Quantity	U/M	Price	Amount	
	H/M			Unit WT	COO		
10	262FR925	9"X25' STRAW WATTLE SEDIMENT FIBER ROLL PARADIGM	14	RL  36 LBS	\$29.25	\$409.50	

Shipped amount	\$409.50
Order charges	\$0.00
Tax amount	\$35.63
Lumber Tax rate/amount	1.00% \$0.00
Quote total	\$445.13

## **Assumptions**

### **Management**

- Invoicing will include Direct Labor rates for personnel hours worked during the reporting period with composite totals for Overhead and Fee unless otherwise requested.
- Backup documents will provide a breakdown of Labor hours by primary task.

### **Data Recovery**

- Excavation includes up to 500 m of backhoe trench during Phase I Data Recovery and 4,000 cubic meters of earthmoving during Phase II Data Recovery to expose an area of .12 acres to a depth of 15 ft, or 15% of the total disturbance area.
- We estimate the discovery of up to 100 features and no cemeteries.
- Backfilling will be done by others.
- No fugitive dust control permit will be needed (<1 acre).
- Water will be supplied by the Tres Rios WRF.

### **Ethnography**

- Price proposal was developed using the revised Scope of Services issued on 3/14/25 that includes Ethnographic Research.

### **Monitoring**

- Monitoring is needed for only the cultural layers as determined by Data Recovery.
- Cost proposal includes 4 weeks of monitoring effort.

### **Curation**

- Up to 10 boxes of artifacts and samples and up to 2 inches of project records will be curated.
- No ASM fee increases will take place before an NTP is issued.

**Certification**

All information contained in Desert Archaeology's cost proposal to the solicitation (RFQu-2400013452) is current and accurate to the best my knowledge.



---

Sarah Herr, Ph.D.  
President

**END OF EXHIBIT B - COMPENSATION SCHEDULE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cell Brokerage, LLC 9770 W Flamingo Rd., Ste 160  Las Vegas NV 89147	<b>CONTACT NAME:</b> Claire Davey <b>PHONE (A/C, No, Ext):</b> (844) 440-4222 <b>E-MAIL ADDRESS:</b> certreq@cellbrokerage.com <b>FAX (A/C, No):</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Lloyds of London <b>INSURER B:</b> General Ins Co of America <b>INSURER C:</b> Kinsale Insurance Company <b>INSURER D:</b> ACCIDENT INSURANCE COMPANY <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> A1122J 24732L 38920 11573J
<b>INSURED</b>  Desert Archaeology, Inc. 3975 N TUCSON BLVD  Tucson AZ 85716		

**COVERAGES****CERTIFICATE NUMBER:** CL2513101892**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PSN0040234159	01/22/2025	01/22/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employee Benefits \$ 2,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AZG68508182	01/22/2025	01/22/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			0100349208	01/22/2025	01/22/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	Y	WCV030070601	01/22/2025	01/22/2026 PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Pollution Liability			PSN0040234159	01/22/2025	01/22/2026	Professional Occ / Agg \$2,000,000 Pollution Occ / Agg \$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Project: Tres Rios Wastewater Reclamation Facility Digester  
Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees are named as additional insured with respects to General Liability as required per written contract. Waiver of Subrogation applies to the General Liability, Auto Liability, and Workers' Compensation as required per written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Pima County Procurement Dept 150 W Congress St 5th Floor Tucson AZ 85701	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

ANY PERSON OR ORGANIZATION FOR WHOM YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US. THE WRITTEN CONTRACT MUST BE IN EFFECT PRIOR TO THE DATE OF THE LOSS OCCURRENCE.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy)

Endorsement Effective: 01/22/25

File No.: 002000000702025

Carrier Policy No.: WCV 0300706 01

Premium: \$ 6,789.00

Carrier No.: 51401

Insured: DESERT ARCHAEOLOGY INC

Agency: JOHNSON & JOHNSON, INC / 76

Insurance Company: Accident Insurance Company Inc

Countersigned by:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESS AUTO POLICY BASE EXTENSION

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by endorsement.

SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended as follows:

#### 1. Newly Formed Or Acquired Subsidiaries

The following is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

- d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period shown on the Declarations. Coverage shall apply for the first ninety (90) days after your acquisition or the formation of such subsidiary, including the date of acquisition or formation. If you wish to add or continue coverage you must ask us to insure the subsidiary within ninety (90) days after you acquire or form the subsidiary. However, "insured" does not include any subsidiary that:

- (1) Is a partnership or joint venture; or
- (2) Is an "insured" under any other automobile policy except a policy written specifically to apply in excess of any coverage provided by this policy; or
- (3) Has exhausted its Limit of Insurance for any policy with effective dates overlapping the date of acquisition or formation; or
- (4) Following the entity's acquisition or formation by you, has had any other automobile policy cancelled or non-renewed.

Coverage under this provision d. does not apply to "bodily injury" or "property damage" caused by an accident that occurred before you acquired or formed the subsidiary.

#### 2. Employee Hired Auto

The following is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

- e. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

Paragraph 5.b. of the Other Insurance Condition in the Business Auto and Auto Dealers Coverage Forms and Paragraph 5.f. of the Other Insurance - Primary And Excess Insurance Provisions Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and

2. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### 3. Employees As Insureds

The following is added to the SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

- f. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### 4. Additional Insured By Contract, Agreement Or Permit

The following is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

- g. Any person, organization or governmental or public authority with respect to the operation, maintenance or use of a covered "auto", provided that you and such person, organization, or governmental or public authority have agreed in a written contract, written agreement, or permit, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person, organization or governmental or public authority is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you exhausted the written contract or written agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to be primary and noncontributory per provision 13. of this endorsement, this policy is excess over any other collectible insurance.

### 5. Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments, Paragraph (4) is replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 per day because of time off from work.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

### 6. Physical Damage – Additional Transportation Expense Coverage

Paragraph A.4.a. Coverage, Coverage Extensions, Transportation Expenses of SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500.

### 7. Extra Expense – Broadened Coverage

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:

- c. We will pay up to \$1,000 for costs incurred to return a stolen auto to you.

8. Accidental Airbag Deployment

SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions Paragraph 3.a. is replaced by the following:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not apply to the accidental discharge of an airbag if Comprehensive or Collision Coverage is shown in the Declarations.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other insurance or warranty.

9. Glass Repair – Waiver Of Deductible (Coverage Not Applicable In FL)

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by the addition of the following:

No deductible will apply to covered glass damage if the glass is repaired rather than replaced.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

10. Amended Duties In The Event Of Accident, Claim, Suit, Or Loss

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A.2.a. is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
- (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) Member, if you are a limited liability company;
  - (4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (a) How, when and where the "accident" or "loss" took place;
- (b) The "insured's" name and address; and
- (c) The names and addresses of any injured persons and witnesses.

11. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

12. Hired Auto Coverage Territory

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, Item 7.b.(5), Policy Period, Coverage Territory, is replaced with the following:

Anywhere in the world, for covered "autos" hired for thirty (30) days or less.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

13. **Primary And Non-Contributory If Required By Written Contract Or Written Agreement**

The following is added to SECTION IV – BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 5. Other Insurance and supersedes any provision to the contrary:

- e. Subject to the applicable limits of liability, this Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
  - (1) Such "insured" is a Named Insured under such other insurance; and
  - (2) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance collectible to such "insured".

SECTION V – DEFINITIONS is amended as follows:

14. **Bodily Injury Redefined**

Under SECTION V – DEFINITIONS, Paragraph C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

notification). However, this notification must be made no later than the end of any applicable extended reporting period;

- b. in respect of **INSURING CLAUSES 2 (SECTION D only), 3 and 5**, report the theft or incident as soon as is reasonably practicable to the appropriate law enforcement authorities and provide **us** with a copy of this report on **our** request; and
- c. not admit liability for or settle or make or promise any payment or incur any **costs and expenses** without **our** prior written agreement (which will not be unreasonably withheld).

In respect of **INSURING CLAUSES 1 and 4 (SECTION F only)**, if **you** notify an incident that **we** agree is reasonably expected to give rise to a **claim**, **we** will accept any **claim** that arises out of the incident as being notified under this Policy.

**We** require **you** to provide full details of the incident, including but not limited to:

- a. the time, place and nature of the incident;
- b. the manner in which **you** first became aware of this incident;
- c. the reasons why **you** believe that this incident could give rise to a claim under this Policy;
- d. the identity of the potential claimant; and
- e. an indication as to the size of the claim that could result from this incident.

In respect of **INSURING CLAUSES 2 and 3**, if **you** discover a **cyber event** **you** may only incur costs without **our** prior written consent within the first 72 hours following the discovery and any **third party** costs incurred must be with a company forming part of the **approved claims panel providers**. All other costs may only be incurred with the prior written consent of the **claims managers** (which will not be unreasonably withheld).

## 2. Additional insureds

**We** will indemnify any **third party** as an additional insured under this Policy, but only in respect of sums which they become legally obliged to pay (including liability for claimants' costs and expenses) as a result of a **claim** arising solely out of an act committed by **you**, provided that:

- a. **you** contracted in writing to indemnify the **third party** for the **claim** prior to it first being made against them; and
- b. had the **claim** been made against **you**, then **you** would be entitled to indemnity under this Policy.

Before **we** indemnify any additional insured they must:

- a. prove to **us** that the **claim** arose solely out of an act committed by **you**; and
- b. fully comply with **CONDITION 1** as if they were **you**.

Where **we** indemnify a **third party** as an additional insured under this Policy, this Policy will be primary and non-contributory to the **third party's** own insurance, but only if **you** and the **third party** have entered into a contract that contains a provision requiring this.

Where a **third party** is treated as an additional insured as a result of this Condition, any **claim** made by that **third party** against **you** will be treated by **us** as if they were a **third party** and not as an insured.

### 3. Agreement to pay claims (duty to defend)

**We** have the right and duty to take control of and conduct in **your** name the investigation, settlement or defense of any **claim**. **We** will not have any duty to pay **costs and expenses** for any part of a **claim** that is not covered by this Policy.

**You** may ask the **claims managers** to consider appointing **your** own lawyer to defend the **claim** on **your** behalf and the **claims managers** may grant **your** request if they consider **your** lawyer is suitably qualified by experience, taking into account the subject matter of the **claim**, and the cost to provide a defense.

**We** will endeavor to settle any **claim** through negotiation, mediation or some other form of alternative dispute resolution and will pay on **your** behalf the amount **we** agree with the claimant. If **we** cannot settle using these means, **we** will pay the amount which **you** are found liable to pay either in court or through arbitration proceedings, subject to the **limit of liability**.

**We** will not settle any **claim** without **your** consent. If **you** refuse to provide **your** consent to a settlement recommended by **us** and elect to continue legal proceedings in connection with the **claim**, any further **costs and expenses** incurred will be paid by **you**. As a consequence of **your** refusal, **our** liability for the **claim** will not be more than the amount for which the **claim** could have been settled had **you** consented, plus any **costs and expenses** incurred prior to the date of **your** refusal.

### 4. Application warranty

**You** agree that all statements made by **you** in the application form, including any renewal application form, and any supplemental materials **you** have supplied in support of the application for insurance, are **your** agreements and representations to **us** and the Policy is issued in reliance upon that information. The misrepresentation or non-disclosure of any matter by **you** or **your** agent will render this Policy null and void and relieve **us** from all liability under this Policy.

### 5. Calculation of business interruption losses

Following an interruption to **your** business activities covered under **INSURING CLAUSES 2 (SECTION F only)** or **6**, **you** must provide **us** with **your** calculation of the loss including:

- a. how the loss has been calculated and what assumptions have been made; and



PROCUREMENT DEPARTMENT

DESIGN & CONSTRUCTION DIVISION | 150 W. CONGRESS ST., 5<sup>TH</sup> FLOOR | TUCSON, AZ 85701  
PHONE: 520-724-8161 | FAX: 520-724-3646

Insurance carrier verifies Pima County is named as Additional Insured to the Comprehensive Commercial General Liability policy AND the Comprehensive Automobile Liability policy referenced below, the County being added by ENDORSEMENT to the policies.

Cell Brokerage Risk Management Group

Insured Firm

GL: PSN0040234159 & AL: AZG68508182

Policy Number

GL: Lloyds of London & AL: General Ins Co of America

Insurance Carrier

Authorized Carrier Signature

Patricia Torres

Printed Name

5/28/2025

Date of Signature

NOTE: This document must be included with Insurance Certificates at time of signing contract or renewing contract.