



BOARD OF SUPERVISORS AGENDA ITEM REPORT

CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: February 16, 2016

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Desert Archaeology, Inc. (Headquarters: Tucson, AZ)

Project Title/Description:

Pima Animal Care Center Rehabilitation and New Construction Archaeological Data Recovery and Monitoring (BNPACC).

Purpose:

Award of Contract: Contract No. CT-SUS-16-221 to the most qualified consultant in an amount not to exceed \$599,724.11 for a contract term through February 28, 2017 for Archaeological Data Recovery and Monitoring for the Pima Animal Care Center (PACC) project. Administering Department: Office of Sustainability and Conservation.

Procurement Method:

Solicitation for Qualifications No. 197060 was conducted pursuant to A.R.S. § 34-603 and Pima County Board of Supervisors Policy D 29.1(IV). Three (3) responsive statements of qualifications were received and evaluated by a five (5) member committee using a qualifications and experience based selection criteria. The evaluation included consideration of Small Business Enterprise participation and Small Local Architectural and Engineering Firm Preference in accordance with Pima County Procurement Code 11.12.030 (D). Based upon the scoring of the statements of qualifications, all three (3) firms were invited to participate in interviews. As a result of the combined scoring from the statement of qualifications and interviews, Desert Archaeology, Inc. was determined to be the highest ranked firm with which the County subsequently negotiated the not to exceed amount of the contract.

Attachments: Notice of Recommendation for Award, Contract.

Program Goals/Predicted Outcomes:

Pursuant to BOS Policy C3.17 (Protection of Cultural Resources), the Arizona Antiquities Act, and A.R.S. § 41-844 (State Burial Law), the primary goal is to have cultural resources compliance requirements met in order for construction to begin as scheduled (currently December, 2016). Due to the unique quality of construction phasing for the entire PACC project, the archaeological mitigation has been divided into two programs: Program 1 is the current program for archaeological fieldwork necessary in order for the project to meet compliance requirements prior to construction. Program 2 is the necessary post-fieldwork analyses and reporting that is not part of the current contract.

The outcome of Program 1 is to minimize the need for construction stoppages due to the discovery of archaeological features during construction. This maximizes efficiency and allows the County's Facilities Management Department's contractors to meet their schedules and deadlines uninterrupted. Another goal of Program 1 is the collection of unique information about over a millennium of human occupation at this location. The outcome is the protection of the resources through gathering information that informs us about long past human lives and long term cultural change and survival.

Public Benefit:

Cultural resources compliance will allow for construction of expanded facilities at PACC, which will provide new state-of-the-art and sustainable facilities that are funded by 2014 voter-approved general obligation bonds.

Metrics Available to Measure Performance:

The metrics available are the quality of work, work completed within budget, and within a timely manner.

Retroactive:

No

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To: COB- 2-2-16 (1)
Pgs. 47
Ver. 1

Original Information

Document Type: CT Department Code: SUS Contract Number (i.e., 15-123): 16-221
Effective Date: 3/1/2016 Termination Date: 2/28/2017 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$ 599,724.11 ☐ Revenue Amount: \$ _____
Funding Source(s): 2014 General Obligation Bonds

Cost to Pima County General Fund: \$00.00

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Matt Sage Matt Sage 1-27-16
Department: Procurement May 9, 2016 Telephone: (520) 724-8586
Department Director Signature/Date: [Signature] 1/29/16
Deputy County Administrator Signature/Date: [Signature] 2/1/16
County Administrator Signature/Date: [Signature] 2/1/16
(Required for Board Agenda/Addendum Items)



JANUARY 27, 2016

NOTICE OF RECOMMENDATION FOR AWARD

The Pima County Procurement Department - Design & Construction Division hereby issues formal notice to respondents to **Solicitation No. 197060 – Pima Animal Care Center: Rehabilitation and New Construction; Archaeological Data Recovery and Monitoring**, that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Pima County Board of Supervisors on or after February 16, 2016.

RECOMMENDED:

Desert Archaeology, Inc.

OTHER FINAL-LISTED FIRMS (Alphabetical Order):

Statistical Research, Inc.

Tierra Right of Way

NOTE: Information regarding this solicitation will be disclosed in accordance with A.R.S. § 34-603(H).

/s/ Matt Sage

Date: January 27, 2016

Matt Sage
Contracts / Commodities Officer

This notice is in compliance with Pima County Procurement Code.

PIMA COUNTY OFFICE OF SUSTAINABILITY AND CONSERVATION		
PROJECT:	Pima Animal Care Center (BNPACC) Rehabilitation and New Construction Archaeological Data Recovery & Monitoring	CONTRACT
CONSULTANT:	Desert Archaeology, Inc. 3975 North Tucson Boulevard Tucson, Arizona 85716	NO. <u>CT-SUS-16 * 121</u>
AMOUNT:	\$599,724.11	AMENDMENT NO. _____
FUNDING:	2014 General Obligation Bonds	This number must appear on all invoices, correspondence and documents pertaining to this contract.
		(stamp here)

CONSULTANT SERVICES CONTRACT

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., hereafter called CONSULTANT, and collectively referred to as the Parties.

WITNESSETH

WHEREAS, COUNTY requires the services of a CONSULTANT registered in the State of Arizona and qualified to provide archaeological data recovery and monitoring for the Pima Animal Care Center; and,

WHEREAS, CONSULTANT is willing, qualified, and properly registered within the State of Arizona to provide such services; and

WHEREAS, based on CONSULTANT'S representations in response to Pima County Solicitation No. 197060, CONSULTANT was determined to be the most qualified for this Project, and

WHEREAS, CONSULTANT has proposed to perform the work at a price acceptable to COUNTY.

NOW, THEREFORE, in consideration of the foregoing recitals and other valuable and good consideration, the parties hereto agree as follows:

ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES

This Contract, as approved by the Board of Supervisors, commences on March 1, 2016, and terminates on February 28, 2017, unless sooner terminated or further extended pursuant to the provisions of this Contract.

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.

ARTICLE 2 – SCOPE OF SERVICES

CONSULTANT agrees to provide archaeological data and monitoring Services for the COUNTY as described in **EXHIBIT A: SCOPE OF SERVICES** (5 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 **Article 5**.

Amendments and changes to the Scope must be approved by the Board of Supervisors or the Procurement Director, as required by the Pima County Procurement Code, before the work under the amendment commences.

ARTICLE 3 - DEFINITIONS

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.

Cost Plus Fixed Fee. The modified Cost Plus Fixed Fee (CPFF) is a compensation method that provides compensation to the 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 Article 5.

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.

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 'A' - SCOPE OF SERVICES.

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.

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.

Labor Rates. Labor rates are the actual cost of salary paid to employees of CONSULTANT and identified in EXHIBIT 'A' - SCOPE OF SERVICES.

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.

Indirect Costs. Indirect costs are at the overhead rate identified in EXHIBIT 'A' - SCOPE OF SERVICES.

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.

ARTICLE 4 - COMPENSATION AND PAYMENT

In consideration of the services specified in this Contract, COUNTY agrees to 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 **ARTICLE 5** and **ARTICLE 6**.

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 (17 pages). CONSULTANT may invoice monthly for the actual costs incurred plus a pro-rata portion of one-half (1/2) 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 a task, (including acceptance by COUNTY of all associated deliverables), COUNTY will pay the balance of the fee allocated to that task to CONSULTANT.

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.

The total of all payments to CONSULTANT for services provided under this Contract will not exceed Five Hundred Ninety-Nine Thousand Seven Hundred Twenty-Four Dollars and Eleven Cents (\$599,724.11).

Unless otherwise agreed, CONSULTANT will submit invoices monthly. 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.

For the period of record retention required under **ARTICLE 25**, COUNTY reserves the right to question any payment made under this Article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

CONSULTANT will not perform work in excess of the Contract Amount without prior authorization by an amendment executed by COUNTY. Work performed in excess of the Contract Amount without prior authorization by amendment is at 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, CONTRACTOR will invoice additional Services at the rates incorporated into this Contract as in EXHIBIT 'B-COMPENSATION SCHEDULE'. 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.

COUNTY has ten (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.

CONSULTANT will not perform work in excess of the Contract Amount without prior authorization by an amendment executed by COUNTY. Work performed in excess of the Contract Amount without prior authorization by amendment shall be at CONSULTANT'S own risk.

ARTICLE 5 – PROJECT BASELINE AND ADJUSTMENTS

- A. 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. This Project Baseline represents a firm commitment by the Parties to complete the work within the schedule and total cost identified in the Baseline, subject to schedule variations by outside parties and other factors beyond the control of the Parties.
- B. 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:

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 (1) day for each day of COUNTY-caused delay; provided, however, that if the COUNTY-caused delay overlaps a period of delay attributable to any other cause, the extension for COUNTY-caused delay is limited to the number of non-overlapped days of COUNTY-caused delay.
 2. There is no adjustment for any 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 (5) 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 (2) 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 are non-compensable.
 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.
 4. If any of the causes of delay in Paragraphs 1 or 3 above affects a task or activity on the critical path, then the schedule adjustment may include adjustment to the completion date. If the cause does not affect a task or activity on the critical path, then the adjustment will be made from Float and the completion date will not change.
 5. If any of the causes of delay in Paragraphs 1 or 3 above results in material provable additional costs to the affected task or tasks as a result of disruption of the schedule, then the Parties will negotiate an equitable adjustment to the cost for the affected task or tasks, but not to the fee.
 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.
 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.
- C. CONSULTANT agrees to complete the work by the completion date in the schedule, as it may be adjusted under the preceding provisions of this Article. Costs incurred by CONSULTANT to complete the work after the completion date in the schedule are not reimbursable under this Contract.

ARTICLE 6 – REALLOCATION OF FUNDS

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.

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:

- A. 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.
- B. 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.
- C. 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.

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.

ARTICLE 7 – 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. The CONSULTANT is free to purchase additional insurance.

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.

7.1 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.

- 7.1.1 Commercial General Liability (CGL) – Occurrence Form with limits of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage.
- 7.1.2 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.
- 7.1.3 Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$500,000.
Note: The Workers' Compensation requirement will not apply to a 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.
- 7.1.4 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.

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 two (2) years beginning at the time work under this Contract is completed.

Examples of Professional Services requiring E&O insurance: Accounting, Architecture, Asbestos Design, Inspection or Abatement Contractors, Licensed Health Care Practitioners, Legal Services, Engineering Services, or Surveying

7.2 Additional Insurance Requirements:

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

- 7.2.1 Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies will each be endorsed to include COUNTY, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the CONSULTANT.
- 7.2.2 Subrogation Endorsement: The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of COUNTY, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the CONSULTANT.
- 7.2.3 Primary Insurance Endorsement: The CONSULTANT'S policies will stipulate that the insurance afforded the 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, as provided by A.R.S. § 41-621 (E).
- 7.2.4 Insurance provided by the CONSULTANT will not limit the CONSULTANT'S liability assumed under the indemnification provisions of this Contract.

7.3 Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the CONSULTANT must provide to COUNTY, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice will be mailed, emailed, hand-delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number here).

7.4 Verification of Coverage:

CONSULTANT will furnish COUNTY with certificates of insurance (valid ACORD form or equivalent approved by COUNTY) as required by this Contract. An authorized representative of the insurer will sign the certificates.

- 7.4.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by COUNTY before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 7.4.2 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.

7.5 Approval and Modifications:

COUNTY Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

ARTICLE 8 – INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT will indemnify and hold harmless COUNTY and, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorney's fees and court costs, to the extent caused by any negligent, reckless or intentionally wrongful act or omission of the CONSULTANT, its agents, employees or anyone acting under its direction or control or on its behalf in connection with performance of this Contract. The obligations under this Article shall not extend to the negligence of COUNTY, its agents, employees or indemnitees.

All warranty and indemnification obligations under this contract shall survive expiration or termination of the contract, unless expressly provided otherwise. The Parties agree that any indemnification provision inconsistent with A.R.S. § 34-226 is, in all cases, not void, but will be interpreted and applied as if it were consistent with A.R.S. § 34-226.

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 Article do not extend to the negligence of COUNTY, its agents, employees or indemnitee.

ARTICLE 9 – COMPLIANCE WITH LAWS

CONSULTANT will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract must be brought and maintained in Superior Court in Pima County. Any changes in the governing laws, rules, and regulations during the term of this Contract apply, but do not require an amendment.

ARTICLE 10 – STATUS OF CONSULTANT

The status of the CONSULTANT is that of an independent contractor and CONSULTANT is not considered an employee of Pima County and is not entitled to receive any of the fringe benefits associated with regular employment, and will not be subject to the provisions of the merit system. CONSULTANT is responsible for payment of all Federal, State and Local taxes associated with the compensation received by CONSULTANT from COUNTY. CONSULTANT is responsible for program development and operation without supervision by COUNTY.

ARTICLE 11 – CONSULTANT'S PERFORMANCE

CONSULTANT will perform the work in accordance with the terms of the contract and 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 the approval of COUNTY.

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 Agreement. 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 Agreement, 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.

ARTICLE 12 – 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 thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

ARTICLE 13 – 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 see to the payment of any money due any SUBCONSULTANT, except as may be required by law.

ARTICLE 14 – NON-ASSIGNMENT

CONSULTANT will not assign its rights to this Contract in whole or in part, without prior written approval of COUNTY. COUNTY may withhold approval at its sole discretion,, provided that COUNTY will not unreasonably withhold such approval.

ARTICLE 15 – NON-DISCRIMINATION

CONSULTANT agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this Contract as if set forth in full herein **including flow down of all provisions and requirements to any 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.

ARTICLE 16 – AMERICANS WITH DISABILITIES ACT

CONSULTANT will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If CONSULTANT is carrying out government programs or services on behalf of COUNTY, then CONSULTANT will maintain accessibility to the program to the same extent and degree that would be required of the COUNTY under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so may result in the termination of this Agreement.

ARTICLE 17 – CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to the provisions of A.R.S. §38-511 which provides in pertinent part:

"The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract."

ARTICLE 18 – TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONSULTANT to cure a default under this Contract within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to 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.
- B. The occurrence of any of the following, without limitation to the named events, constitutes an event of default:
 - 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;

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;
3. Refusal or failure to remedy defective or deficient work within a reasonable time;
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;
5. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the contract;
6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;
7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or
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.

C. In the event of a termination for default:

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 (5) business days after the effective date of the termination;
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
3. Subject to the immediately preceding subparagraph 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.

D. COUNTY will not terminate the Contract for default or charge CONSULTANT with damages under this Article, if—

1. Excepting item 8. in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONSULTANT. Examples of such causes include—
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
 - (iii) Acts of another Contractor in the performance of a contract with the COUNTY,
 - (iv) Fires,
 - (v) Floods,
 - (vi) Epidemics
 - (vii) Quarantine restrictions,
 - (viii) Strikes,
 - (ix) Freight embargoes,
 - (x) Unusually severe weather, or
 - (xi) Delays of subcontractors at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONSULTANT and the subcontractor(s); and

2. CONSULTANT, within seven (7) 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.
- E. For the purposes of paragraph A 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.
- F. 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 the Contract for convenience.
- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.

ARTICLE 19 – 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 fifteen (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.

ARTICLE 20 – 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.

ARTICLE 21 – 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:
Ian Milliken
Office of Sustainability and Cultural Resources
201 North Stone Avenue, 6th Floor
Tucson, Arizona 85701
(520) 724-6684
(520) 724-9491

CONSULTANT:
William H. Doelle, Ph.D.
Desert Archaeology, Inc.
3975 North Tucson Boulevard
Tucson, Arizona 85716
(520) 881-2244
(520) 881-0325

ARTICLE 22 – OTHER DOCUMENTS

The Parties in entering into this Contract have relied upon information provided in Solicitation for Qualifications No. 197060, 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.

ARTICLE 23 – REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in **ARTICLE 27** 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.

ARTICLE 24 – 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.

ARTICLE 25 – BOOKS AND RECORDS

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.

CONSULTANT will retain all records relating to this contract at least five (5) 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.

ARTICLE 26 – DELAYS

Neither party hereto will be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

ARTICLE 27 – DISPUTES

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 (1) week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either Party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

The Parties will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.

ARTICLE 28 – OWNERSHIP OF DOCUMENTS

All original drawings, field data, estimates, field notes, plans, specifications, documents, reports, calculations, and other information developed by CONSULTANT under this contract vest 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.

ARTICLE 29 – PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by 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.

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.

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 ten (10) business days after the date of notice to the CONSULTANT of the request for release, unless CONSULTANT has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release 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.

ARTICLE 30 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONSULTANT hereby 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.

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.

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 MWBE preferences apply) as soon as possible so as not to delay project completion.

CONSULTANT will advise each sub-consultant of COUNTY'S rights, and the sub-consultant's obligations, under this Article 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."

Any additional costs attributable directly or indirectly to remedial action under this Article are the responsibility of CONSULTANT. In the event that remedial action under this Article 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.

The remainder of this page is intentionally left blank.

ARTICLE 31 - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This contract may be modified, amended, altered or extended only by a written Amendment signed by the parties.

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Contract on the dates written below.

APPROVED:

Chair, Board of Supervisors

Date

CONSULTANT:

William H. Doelle
Signature

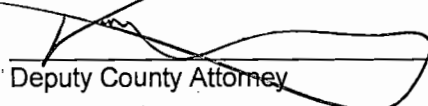
WILLIAM H. DOELLE, PRESIDENT
Name and Title (Please Print)

1/27/16
Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:


Deputy County Attorney

TOBIN ROSEN

Name (Please Print)

1/27/16
Date

EXHIBIT "A" (5 Pages) SCOPE OF SERVICES

For

Pima Animal Care Center: Rehabilitation and New Construction, Archaeological Data Recovery and Monitoring

A. Project Scope:

Pima County Facilities Management Department (FMD) proposes construction to expand and improve the Pima Animal Care Center (PACC) northeast of the intersection of Silverbell Road and Sweetwater Road, in Tucson, Pima County, Arizona, in T13S, R13E, Sections 20 and 29 (Figure 1). Almost all project activities will occur on Pima County owned land (Parcel #s 103-04-001Q, 103-10-002A), as well as a portion of City of Tucson (COT) owned parcel (103-04-001N) that Pima County is in the process of purchasing. Parcel 103-04-001P is owned by COT, which requires coordination with COT departments. This locally funded 2014 County Bond project is intended to significantly expand and make improvements to the PACC, including adding new kennel space and expanding the facility to improve support functions and provide staff office space. The current (January 2016) design plan calls for the rehabilitation of sections of the existing facility and includes large-scale new construction outside the current footprint of the PACC facility (Attachment 1). The proposed expansion has the potential to negatively impact portions of an underlying archaeological site, AZ AA:12:46(ASM), which is eligible for listing on the Arizona and National Registers of Historic Places.

The complexity of the PACC construction project creates several constraints and opportunities for the cultural resources compliance tasks that should be noted and incorporated into mitigation planning. Pima County requires cultural resources compliance to be coordinated with the FMD project, with an overarching constraint imposed by the need for the PACC facility to remain in operation and fully functional throughout the mitigation and construction. The cultural resources compliance work must coordinate with construction phasing, requiring phased data recovery in advance of ground-breaking construction, followed by monitoring of demolition activities and construction phases in others.

Previous archaeological research at AZ AA:12:46(ASM) has identified extensive archaeological deposits below the current ground surface representing prehistoric occupation during the Hohokam cultural sequence, ranging from the Pioneer period and possibly earlier, to the Classic period, with the most intense occupation and use of the site in the Classic period. Recent archaeological work to the northeast in Columbus Park has identified the buried cultural remains of several Late Archaic–Early Agricultural period villages. The proximity of these important archaeological remains suggest the possibility that similar remains could be present below the Hohokam period occupation of AZ AA:12:46(ASM).

The comprehensive program of archaeological data recovery and monitoring for the PACC project will be undertaken in two primary phases: Phase I data testing and Phase II data recovery and monitoring. Because of the aforementioned logistical constraints for this project, phased excavations are likely to be simultaneous. For example, based on construction phasing, Phase 1 followed by Phase 2 investigations may occur in one area, while Phase 1 investigations in another area may occur during Phase 2 investigations of the first area, while monitoring may be needed in yet another area.

The phased data recovery program will include the preparation of a Data Recovery and Monitoring Plan. The Data Recovery and Monitoring Plan will provide the basic framework for all aspects of the archaeological project, including archaeological excavations, analyses, reporting, and curation. Phase I data testing will include surface documentation and systematic subsurface testing to identify and assess the nature and extent of buried cultural resources within the project area. Phase II data recovery will include intensive subsurface excavations and investigations targeted at site components in which the Phase I testing has identified significant buried cultural deposits. Phase II will also include archaeological monitoring of the demolition of existing facilities, as well as archaeological monitoring of the initial ground-disturbing construction activities associated with the PACC project.

It is expected that the archaeological consulting firm will secure all needed agreements, permits, and permissions, and follow additional conditions prior to commencing and during fieldwork, some of which are listed below.

Human Burial Agreement

Before any archaeological field work begins, the archaeological consulting firm will consult with the Arizona State Museum (ASM), and a Burial Agreement will be executed with affiliated and/or concerned Tribe(s). This Agreement is required to be in place before and Phase I fieldwork can proceed.

Repository Agreement

The archaeological consulting firm will enter into a Repository Agreement with the ASM to ensure that all required project materials, records, and documentation are turned over to ASM for curation.

Arizona Antiquities Act Permit and Other Permits

The archaeological consulting firm is responsible for ensuring that all required permits are obtained prior to commencing fieldwork. These include, but are not limited to, a project-specific Arizona Antiquities Act (AAA) Permit, a Clean Water Act 402 Stormwater Pollution Prevention Permit (SWPPP), and a dust abatement permit. The SWPPP will have to be maintained until construction actions begin, which are anticipated to occur in December of 2016.

Other Conditions

The archaeological consulting firm shall ensure that all equipment and personnel do not enter or traverse the Army Corps of Engineers 404 Permit Preliminary Jurisdictional Delineation of the Trail's End Wash.

All phased data recovery and monitoring activities must be kept within the PACC project area.

The PACC facilities will be open to the public during all phases of archaeological mitigation. Safety with regards to open excavations is important. Measures must be taken to reasonably preclude entry into the archaeological project area during phased data recovery while there are open excavation areas.

The archaeological project area will be fenced and identified as an active construction zone with restricted access to non-project personnel. Exemptions include days designated for public outreach,

At the conclusion of each phase of fieldwork, all excavation units and trenches must be backfilled. No compaction will be required.

Data Recovery and Monitoring

Data Recovery and Monitoring Plan. The archaeological consulting firm will prepare and submit a Data Recovery and Monitoring Plan that will include thorough background of previous archaeological research within the project area, and its setting and the development of an appropriate archaeological context. An archaeological context for the PACC project area will be developed by identifying patterns or trends in the region's prehistory to establish the role of the cultural resources within the regional prehistory and history. The archaeological context will be used to develop pertinent research topics, or domains, and specific research questions within those domains, which can be addressed by recovered site data. The approved Data Recovery and Monitoring Plan will guide the data recovery and archaeological monitoring throughout the project.

The data recovery and monitoring plan will incorporate a work plan for Phase I data testing, Phase II data recovery, and archaeological monitoring of demolition and ground-disturbing construction, as well as a logistics plan for addressing logistical issues including, but not limited to, restricting public access to the archaeological project area, coordination with PAAC personnel, construction phasing, and defining lines of communication for questions from general public. The work plan will establish the intended methods of Phase I data testing and the level of effort necessary to accomplish the data testing. The Phase II data recovery work plan will identify the expected results of Phase I testing, based on previous research in the area, and provide a work plan in which anticipated artifact and feature types are identified, an appropriate sampling fraction is recommended, Phase II excavation strategies are outlined, and all post-fieldwork analyses, repatriation, curation, and report preparation tasks are provided. A Monitoring Plan will be included in the Plan to address demolition monitoring, as well as

post-fieldwork monitoring of ground-disturbing activities associated with construction. A tentative schedule for completing data recovery, artifact and sample analyses, as well as monitoring activities for the project will be included, but assumptions are allowable as the construction phasing schedule has yet to be defined (as of January 2016). The archaeological consulting firm will submit the Plan to OSC for review and comment before it is distributed for comment to appropriate agencies. The archaeological consulting firm will submit the Plan to ASM as part of its project specific Arizona Antiquities Act permit application.

Phase I Fieldwork: Surface and Sub-surface Work. Fieldwork will commence after the Burial Agreement is executed, all necessary permits are secured, and the Data Recovery and Monitoring Plan has received OSC approval. The data testing, or Phase I of data recovery, will require surface documentation and collection, detailed site mapping, and systematic subsurface investigations to determine the nature and extent of buried features and other cultural deposits. The surface work will include full documentation of the current surface expression of site AZ AA:12:46(ASM) within the project area. The subsurface data testing will focus on mechanical excavation based on the known distribution of features and artifacts to expose and identify the nature, distribution, and extent of buried features and other cultural deposits within the project area.

It is anticipated that the shift from Phase I to Phase II data recovery can be made through field review with OSC staff and appropriate agencies. There will be no need for a Phase I preliminary report as there is a strong likelihood of the need for simultaneous Phase I and Phase II investigations in different parts of the project area. Weekly field meetings with the OSC project manager, the consultant, and any other appropriate parties/agencies will occur in order to address logistical challenges, transition from Phase I to Phase II and monitoring, revised sampling strategies, etc.

Phase II Fieldwork: Sampling and Excavation. The approved Plan will be implemented in the project area. Phase II will include systematic investigation through mechanical and intensive hand excavation. The sampling fraction will include site features and other cultural deposits identified during Phase I testing that have a good potential to address the research questions established in the Plan. Scientific samples for specialized analyses will be collected during Phase II data recovery. These samples will be selected to address the established research questions. All excavations will be fully documented and all recovered artifacts will be retained for analysis and, ultimately, curation at the ASM. Human remains and associated funerary objects will be systematically excavated and prepared for repatriation to the appropriate Native American Tribe(s) according to the executed Burial Agreement.

Phase II End of Data Recovery Fieldwork Report. After the completion of fieldwork, the Phase I and Phase II data recovery will be summarized in a preliminary report to ensure that cultural resources compliance requirements are met. This report will be submitted to the OSC project manager for review, and once approved OSC will submit it to appropriate agencies for review to provide documentation that field work has been satisfactorily completed for compliance purposes.

Archaeological Monitoring. Phase II will include implementation of the approved Monitoring Plan section of the Plan, with archaeological monitoring of the demolition of select existing facilities, as well as the ground-disturbing construction of the PACC project to ensure compliance with County cultural resources requirements. Any previously unidentified exceptional and unique cultural resources that are discovered during either demolition or ground-disturbing construction will require the cessation of all activities in the vicinity of the discovery. In consultation with OSC, a qualified archaeologist from the consulting firm will determine if the newly discovered cultural materials are significant and, if so, they will be systematically removed, documented, and included for analysis and curation with the rest of the recovered project data.

The Burial Agreement will remain in effect during the construction of the PACC project, and any human remains or funerary objects uncovered by the construction will be treated under the terms of the Burial Agreement; all such remains will be removed from the site by a professional archaeologist according to the terms of the executed Burial Agreement.

Artifacts and Samples: Processing, Cataloging, and Analysis. The post-fieldwork phase of the project will include the documentation of the fieldwork, and the processing, cataloging, and scientific analysis of all recovered artifact assemblages, collected samples, and other site data. Specialists with the necessary scientific expertise will

analyze the collected scientific samples. All scientific analyses will be documented, with the results presented in written technical documents to be incorporated in the Project Final Report.

Project Final Report. The results of Phase I and Phase II data recovery and monitoring will be integrated in a single Project Final Report. The report will document all aspects of the background research, provide a description of all Phase I fieldwork, report on Phase II fieldwork and its relation to prior archaeological research within and adjacent to the project area, as well as on all monitoring activities and all analyses. Results of monitoring may be presented as an Appendix in the final report. The final report will be an illustrated report that includes, but is not limited to, sections about the background research concerning the project area, such as the geological and environmental background, the culture history and previous archaeological research, the prehistoric and historic context, a geoarchaeological assessment of the project area, the research domains and questions, the field methods, and comprehensive descriptions of all excavated features and cultural deposits. The final report will include full documentation of all post-fieldwork analyses, including the analyses of architectural and structural features, and typological, technological, and functional analyses of recovered artifact assemblages (e.g., ceramic, flaked stone, ground stone, and all faunal remains). All special recovered artifacts will be analyzed (e.g., diagnostic ceramic, flaked-stone, and ground-stone artifacts, faunal artifacts, stone or ceramic figurines, and whole or reconstructable ceramic vessels). Collected scientific samples will be analyzed by specialists (e.g., chronometric, special faunal, macrobotanical, palynological, and other samples). The Project Final Report will provide interpretations of the excavated cultural features and deposits, and present an interpretive synthesis of the analytic results. This report will include a comprehensive bibliography of references cited, and appendices presenting the site data and results of analyses.

After review and comments on a Draft Final Report, a revised perfect bound Final Report will be prepared and produced according to a schedule and in a quantity agreed upon by the archaeological consulting firm and the OSC.

Curation at ASM must be completed before copies of the final perfect bound report are delivered to OSC.

B. FINAL PRODUCTS AND DELIVERABLES

The final products and deliverables will be negotiated with the consulting firm, but will include the following:

- **Data Recovery and Monitoring Plan.** Before fieldwork can commence, the archaeological consulting firm will prepare and submit a data recovery and monitoring plan as described above, with an included research proposal, for review and approval by OSC for submittal to appropriate agencies.
- **Phase II End of Data Recovery Fieldwork Report.** After the completion of Phase I and Phase II fieldwork, both phases of data recovery will be briefly summarized in an End of Data Recovery Fieldwork Report to ensure that cultural resources compliance requirements are met. This report will summarize the preliminary results and status of data recovery. It will provide a schedule for the completion of laboratory analyses and the production of the Project Final Report. The End of Data Recovery Fieldwork Report will undergo review and approval by OSC for submittal to appropriate agencies.
- **Project Final Report.** A Project Final Report (in draft form for review, and final form that addresses comments on the draft) will be prepared that systematically presents the results of all phases of the fieldwork, including all recovered and analyzed site data and interpretations of the excavated features and other excavated cultural deposits, as well as the results of archaeological monitoring. The final report, which will be perfect bound in its final form, will include full documentation of all post-fieldwork analyses and address the research domains and questions to develop interpretations of the cultural deposits and place them within the established prehistoric and historic context of the site and the region. The data recovery results will be integrated with and other previous research at the site and in the region.
- **Shapefiles and Digital Data:** All acquired digital data, including, but not limited to, report photographs, all spatial data in shapefile/geodatabase format will be submitted to OSC with the Project Final Report.

- **Curation.** All records and materials will be curated at the Arizona State Museum.

C. SCHEDULE AND COMMITMENT OF RESOURCES

The PACC Project is a priority for Pima County FMD. Cultural Resources compliance requirements are the critical path to beginning construction. Construction will begin in December 2016, at which point the End of Data Recovery Fieldwork Report will have been accepted by OSC and appropriate agencies. Following the conclusion of data recovery fieldwork (excepting monitoring) the schedule will incorporate an additional 18 months for the completion of all analyses, preparation of the perfect bound Project Final Report, and curation. Monitoring will occur in phases beginning in December of 2016. The archaeological consulting firm will prepare a schedule with assumptions and make a commitment to provide the necessary human and equipment resources to successfully execute the cultural resources effort within the PACC project area to meet Pima County's needs.

FIGURE 1



End of Exhibit "A" Scope of Services

EXHIBIT "B" (17 Pages)

COMPENSATION SCHEDULE

1. 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)

2. COMPENSATION DETAILS

A. 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.

B. 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.

C. Progress Payments

It is anticipated certain elements of the Project may take longer than one (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.

D. 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-consultants 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 sub-consultants will generally follow the same guidelines established for the prime consultants but can also be negotiated on a case-by-case basis as appropriate.

E. COST ITEMS

1. Hourly Billing

a. Hourly Billing Rates

- Actual Payroll Rates within published industry standards
- 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
- Hourly fee schedules for various position titles are not allowed

b. Annual Salaried Professionals

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

- Annual Salary individuals working a normal thirty-seven and one-half (37.5) hour week will be divided by one thousand nine hundred fifty (1,950) to arrive at hourly billing rates
- c. Allowable Annual Increases
 - Reasonable annual salary increases within published industry standards will be allowed and approved in advance
 - Unusually high proposed increases and increases above published industry standards will be agreed to on a case by case basis.
- d. Sub consultants
Specific billing arrangements will be negotiated with specialty sub-consultants such as the following:
 - Attorneys
 - Financial Advisors
 - Surveyors
 - Subsurface Consultants
 - Specialty Consultants
- e. Vacation/Holidays
 - Included in firm's audited multiplier
- f. Sick Time
 - Included in firm's audited multiplier
- g. Billing for non-productive idle time
 - No billing for vehicle driving time (commuting time)
 - Allow billing during air travel to Pima County for actual time worked on Pima County projects
 - Short-term assignments are negotiable
- 2. 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
- 3. Travel Time
 - a. Air Travel
 - Allow only for time spent on aircraft working on Pima County projects
 - b. Land Travel
 - Not allowed from Phoenix Metro Area to Pima County (both ways)
 - Not allowed to and from airports
 - c. Local Travel between meetings and job sites
 - Allowed
- 4. Expenses

- a. Mileage (Between Phoenix Metro Area and Pima County)
 - Approve at the established County mileage rate
 - Included in firm's audited multiplier or as other direct cost
 - Mileage for commuting not allowed
 - b. Mileage – local
 - Approve at the established County mileage rate
 - Included in firm's audited multiplier or as other direct cost
 - Mileage for commuting to and from work place not allowed
 - c. Car Rental/Lease/Corporate Vehicles
 - Included in firm's audited multiplier or as other direct cost
 - d. Hotel/Meals
 - Allow only for infrequent call-in of an out of state consultant for a limited period of time
 - Establish daily limits in accordance with Federal Guidelines and negotiable for unusual circumstances
 - Allowed charges to be identified as other direct costs
 - e. IT/ Phone/Internal Delivery Charges/Normal Postage/ Miscellaneous/Other Administrative Charges
 - Include in firm's audited multiplier
 - f. Relocation, second domicile or subsistence expenses
 - Negotiable on a case by case basis
 - g. Reproduction Costs
 - Bill as other direct costs if not in audited multiplier
 - h. All other direct costs will be detailed in the contract billing
5. Unallowable Costs
- a. Bonus
 - Not allowed as a direct charge or in the multiplier
 - b. Entertainment Costs
 - c. Marketing Costs
 - Only as allowed in audited multipliers
 - d. Non-identifiable Costs
 - e. Donations
 - 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

F. INVOICING

CONSULTANT will submit invoices monthly, at the Monthly Progress Meeting, to the Project Manager, with appropriate supporting data and documentation and in a format as prescribed by the Project Manager. (Acceptance of the invoice at this meeting is not mandatory. The Project Manager may delay approval for up to five (5) work days 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.

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Cost Proposal

Pima Animal Care Center (PACC) Rehabilitation and New Construction Archaeological Data Recovery and Monitoring (Solicitation No. 197060)

Prepared by:

Desert Archaeology, Inc.

3975 North Tucson Blvd.

Tucson, Arizona 85716

Submitted to:

Matthew T. Sage

Commodities/Contracts Officer

Pima County Procurement Department

Design & Construction Division

130 W. Congress St., 3rd Floor

Mail Stop DT-AB3-126

Tucson, Arizona 85743

21 January 2016

Cost Proposal

Pima Animal Care Center (PACC) Rehabilitation and New Construction Archaeological Data Recovery and Monitoring (Solicitation No. 197060)

This document presents Desert Archaeology's cost proposal for the initial tasks to be undertaken on the Pima Animal Care Center (PACC) Archaeological Data Recovery and Monitoring project. The goal is to ensure adequate funding for the project through completion of the end-of-fieldwork report. Construction on the project can proceed when this report is approved by all compliance agencies. Once these initial tasks are complete, the budget status will be reviewed and a completion budget will be prepared to cover the remaining project tasks.

The current cost proposal includes the following tasks:

- Data Recovery and Monitoring Plan
- Phase I Fieldwork: Surface and Subsurface Work
- Phase II Fieldwork: Sampling and Excavation
- Monitoring of demolition and initial ground-disturbing earthwork
- Phase II End of Data Recovery Fieldwork Report

The proposal includes:

- Assumptions for Fieldwork
- Phase I and II Fieldwork Budgets
- Supporting Budget Documentation
- Overhead Rate Justification
 - Proposed Overhead Rate
 - 2013 Desert Archaeology Overhead Audit Report
 - 2014 Desert Archaeology Unaudited Overhead Rate
- Overall Desert Archaeology Rate Schedule
 - Desert Archaeology Hourly Billing Rates
 - Direct Costs
 - Subconsultant Costs
- Subconsultant Support Documentation
- Proposed Schedule

Assumptions for Fieldwork

Backhoe Trenches (length) 2,600 m

Mechanical Stripping

	m ²
50% Phase 2.1 area (accessible core)	7,898
50% Phase 2.2 (southern yards)	2,130
20% of Phase 2.3 area (demolition and under parking)	409
7% of non-core area	1,167
Deposits >1.5m deep preserved in place under parking lots and fill	0
Total Mechanical Stripping	11,603

Feature estimates (based on the core area [accessible core, Phase 2.2, and Phase 2.3] totaling 22,100 m²):

Estimates based on Northland only

Pithouses	38
Burials	151
Pits	264

Estimates based on CES only

Pithouses	127
Burials	28
Pits	28

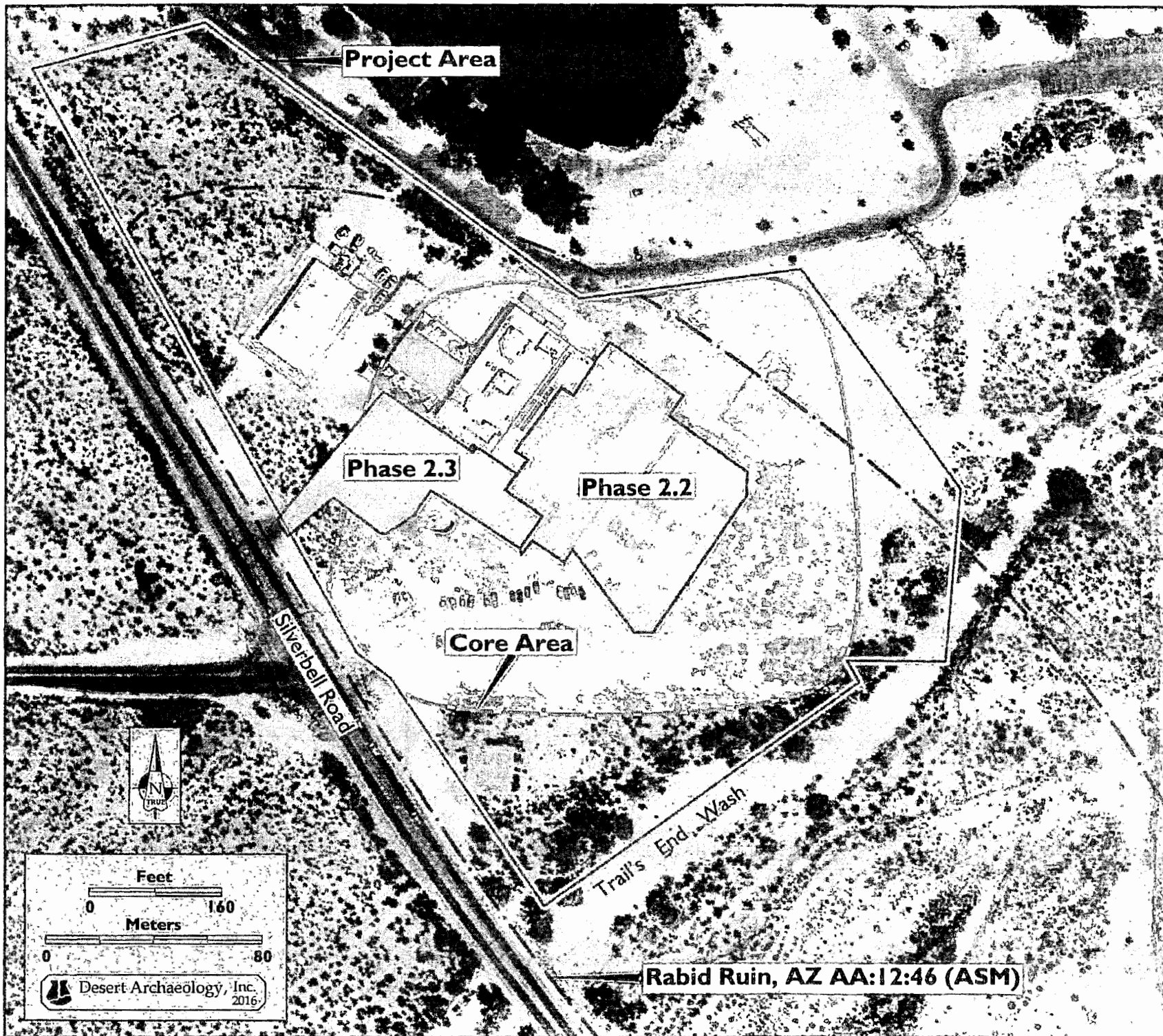
Estimates based on average of Northland and CES*

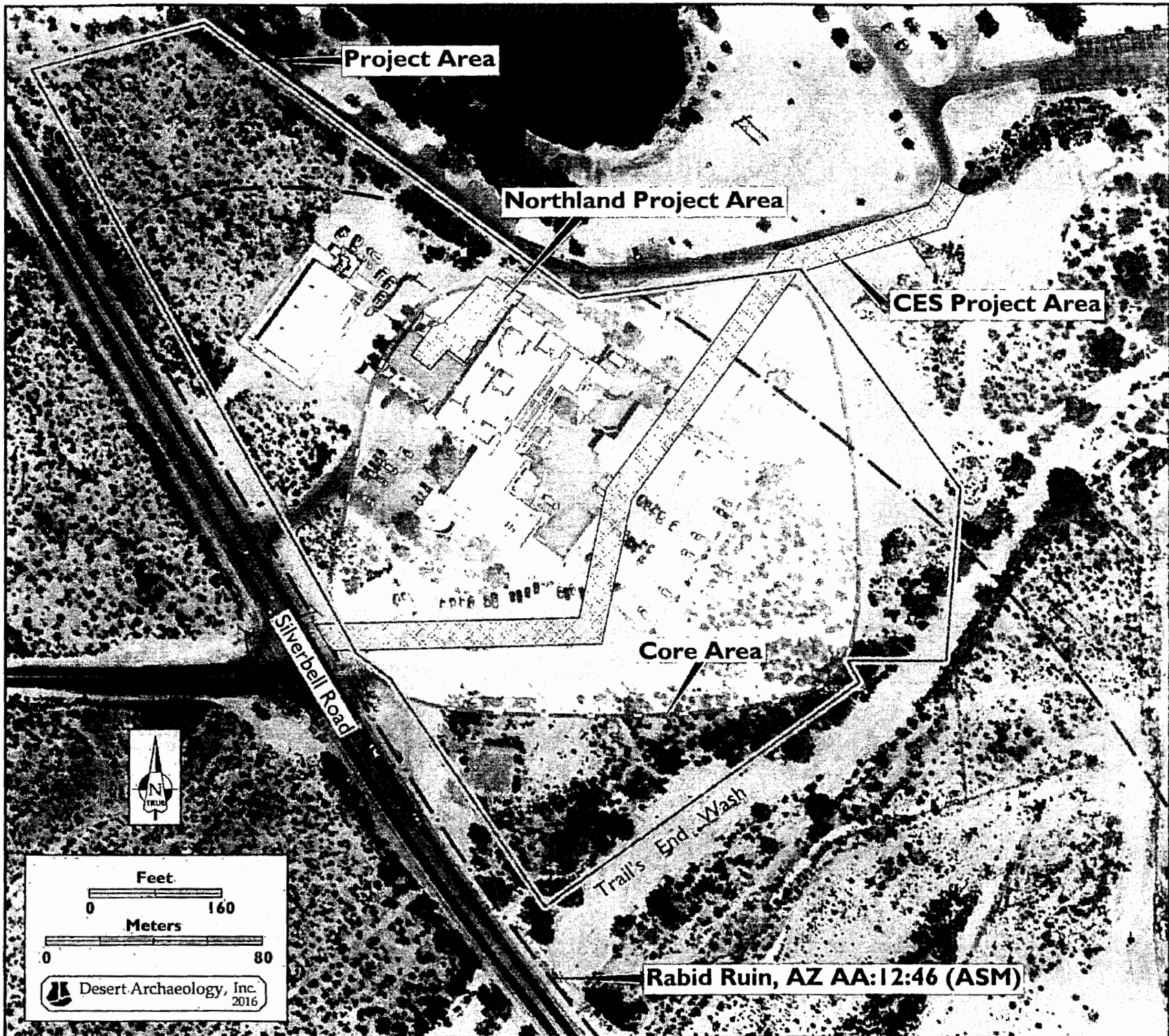
Pithouses (excluding preserved Early Agricultural period features)	68
Burials	89
Pits	146

Proposed Sample

Pithouses	40%	27
Burials	100%	30
Pits	25%	37

* Our non-burial feature projections are based on these average estimates.





[illegible]

PACC Project (Data Recovery and Monitoring Plan/Phase I Fieldwork)

Budget Summary

Direct Labor	36,291.20
Overhead	50,807.68
Consultant Services	3,600.00
Other Expenses	67,720.00
 Total Costs	 158,418.88
 Fee (10% of Labor and OH)	 8,709.89
 Total Estimated Cost and Fee	 167,128.77

[illegible]

PACC Project (Phase II Fieldwork/Phase II EOF Report)

Budget Summary	
Direct Labor	118,759.60
Overhead	166,263.44
Consultant Services	3,600.00
Other Expenses	115,470.00
Total Costs	404,093.04
Fee (10% of Labor and OH)	28,502.30
Total Estimated Cost and Fee	432,595.34

PROPOSED DISCIPLINES AND RATES

The following table presents Desert Archaeology's labor categories that may be billed under this contract.

Desert Archaeology, Inc.

Hourly Billing Rates - Pima County Cultural Resources QCL

Title	Hourly Rate	Overhead (140 %)	Profit (10%)	Bill Rate
Archaeobotany Analyst	\$28.50	\$39.90	\$6.84	\$75.24
Assistant Crew Chief	\$16.90	\$23.66	\$4.06	\$44.62
Ceramics Analyst 1	\$27.90	\$39.06	\$6.70	\$73.66
Crew Chief	\$22.80	\$31.92	\$5.47	\$60.19
Database Assistant	\$20.00	\$28.00	\$4.80	\$52.80
Drafting/Mapping Specialist	\$21.40	\$29.96	\$5.14	\$56.50
Faunal Analyst	\$25.00	\$35.00	\$6.00	\$66.00
Field Archaeologist 1	\$15.60	\$21.84	\$3.74	\$41.18
Field Archaeologist 2	\$14.80	\$20.72	\$3.55	\$39.07
Flaked Stone Analyst	\$25.00	\$35.00	\$6.00	\$66.00
Ground Stone Analyst	\$27.30	\$38.22	\$6.55	\$72.07
Laboratory Assistant (Float)	\$14.80	\$20.72	\$3.55	\$39.07
Laboratory Assistant 1	\$15.60	\$21.84	\$3.74	\$41.18
Laboratory Director	\$26.30	\$36.82	\$6.31	\$69.43
Mapping Director	\$26.20	\$36.68	\$6.29	\$69.17
Mapping Specialist 1	\$23.40	\$32.76	\$5.62	\$61.78
Operations Director/Project	\$38.20	\$53.48	\$9.17	\$100.85
Petrology Director	\$27.30	\$38.22	\$6.55	\$72.07
Principal Investigator	\$47.50	\$66.50	\$11.40	\$125.40
Project Director 1/Field Director 1	\$28.00	\$39.20	\$6.72	\$73.92
Project Support	\$15.60	\$21.84	\$3.74	\$41.18
Publications Director	\$26.60	\$37.24	\$6.38	\$70.22
Regional Specialist	\$33.90	\$47.46	\$8.14	\$89.50
Senior Project Director	\$30.00	\$42.00	\$7.20	\$79.20
Word Processor 1	\$16.60	\$23.24	\$3.98	\$43.82

Other Direct Costs

Listed below are rates for other expenses that may be directly billable to a project, such as supplies, curation, analyses, subcontractors, and report costs among others. Additional direct costs may be included in individual project budgets on an as-needed basis. These rates will be used in preparing budgets for individual task assignments. Actual costs will be billed at their face amount with no administrative fee or indirect costs applied.

Operations

Supplies - Excavation	\$150.00/field day
Curation - Excavation	Current ASM rates
Technical Report Production (minimum 10 bound copies)	\$5.00 to \$15.00/page
Security Guard	\$25.00/hour
Backhoe Services	\$85.00/hour
Water Truck	\$65.00/hour

Subconsultants

Geomorphologist	\$90.00/hour
Osteologist	\$55.00/hour

Anticipated Sample Types and Rates

Archaeomagnetic Dating	\$300.00/sample
Carbon-14 Dating	\$595.00/sample
Ostracode Analysis	\$330.00/sample
Pollen	\$125.00/sample
Thin Sections	\$23.00/sample

If additional subconsultants or sample types are needed for this project, hourly rates will be submitted with the task budget.

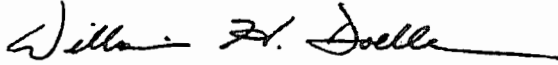
Schedule

<i>Task</i>	<i>End Date</i>	<i>Duration</i>
NTP	March 1, 2016	
Data Recovery and Monitoring Plan	March 21, 2016	3 weeks
Pima County Review/Revise	March 28, 2016	1 week
Field Preparation/Permits	April 29, 2016	5 weeks
Phase I Fieldwork	May 27, 2016	4 weeks*
Field Consultation/Phase II Work Plan	June 3, 2016	1 week
Phase II Fieldwork	July 29, 2016	8 weeks*
Phase II EOF Report	August 19, 2016	3 weeks
Pima County Review	August 26, 2016	1 week

* weather permitting

Certification

All information contained in Desert Archaeology's cost proposal to the solicitation (SFQ #197060) is current and accurate to the best my knowledge.

A handwritten signature in dark ink, appearing to read "William H. Doelle", with a long horizontal flourish extending to the right.

William H. Doelle, Ph.D.
President

END OF EXHIBIT "B"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/2016

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 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).

PRODUCER D.M. Lovitt Insurance Agency 607 N. 6th Avenue P. O. Box 3052 Tucson AZ 85702-3052	CONTACT NAME: Michele Poteet PHONE (A/C No. Ext): (520) 798-1888 E-MAIL ADDRESS: michele@dmlovitt.com FAX (A/C No): (520) 884-8900
INSURED Desert Archaeology, Inc. 3975 N Tucson Blvd. Tucson AZ 85716-1037	INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Co INSURER B: Continental Casualty INSURER C: American Cas. Co of Reading, PA INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 15/16 GL, AL, Umb, WC

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"/> COMMERCIAL GENERAL LIABILITY <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:	X	Y	6020700719	9/1/2015	9/1/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	6016697600	9/1/2015	9/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6016697645	9/1/2015	9/1/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	Y	6020701787	9/1/2015	9/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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

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

Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees are additional insureds when required by written contract, subject to all policy terms, conditions, definitions and exclusions- with respect to liability arising out of the activities performed by or on behalf of the CONSULTANT. Policy is primary non contributory and contains a waiver of subrogation. RE: PACC Project, Pima Animal Care Center

CERTIFICATE HOLDER

Julie.Burch@pima.gov

Pima County
Pima County Procurement | Design & Constr
130 W Congress St, 3rd Floor
Tucson, AZ 85701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M Childers/CAROL

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy.

1. ADDITIONAL INSURED – BLANKET VENDORS

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its

own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or
- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

2. MISCELLANEOUS ADDITIONAL INSUREDS

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. Additional Insured – Your Work

That person or organization for whom you do work is an additional insured solely for liability

due to your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph F.9. of the definition of "insured contract" under **Liability and Medical Expenses Definitions** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. Owners/Other Interests - Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or



- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs b. through h. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

3. The following is added to Paragraph H. of the BUSINESSOWNERS COMMON POLICY CONDITIONS:

H. Other Insurance

4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

4. LEGAL LIABILITY - DAMAGE TO PREMISES

- A. Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion k.

Damage To Property, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D - Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- B. Under B. Exclusions, 1. Applicable to Business Liability Coverage**, the last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions c, d, e, f, g, h, i, k, l, m, n, and o, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

- C. The first Paragraph under item 5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

5. Blanket Waiver of Subrogation

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

6. Broad Knowledge of Occurrence

The following items are added to **E. Businessowners General Liability Conditions** in the **Businessowners Liability Coverage Form**:

- e. Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:
- (1) You or any additional insured that is an individual;

- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph e. applies separately to you and any additional insured.

7. Bodily Injury

Section F. Liability and Medical Expenses Definitions, item 3. "Bodily Injury" is deleted and replaced with the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

8. Expanded Personal and Advertising Injury Definition

- a. The following is added to **Section F. Liability and Medical Expenses Definitions**, item 14. **Personal and Advertising Injury**, in the **Businessowners General Liability Coverage Form**:
- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
1. Not done intentionally by or at the direction of:
- a. The insured; or
- b. Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
2. Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.
- b. The following is added to Exclusions, **Section B.**:

500200002850941783281251



(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- c. This provision (**Expanded Personal and Advertising Injury**) does not apply if

Personal and Advertising Injury Liability is excluded either by the provisions of the Policy or by endorsement.

9. Personal and Advertising Injury Re-defined

Section F. Liability and Medical Expenses Definitions, item 14, Personal Advertising Injury, Paragraph c. is replaced by the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of it's owner, landlord or lessor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY-
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

The following is added to Paragraph H. **Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED COVERAGE ENDORSEMENT – BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**
 - b. The insurance afforded by this provision A.1. does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In **a.(4)**, the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

D. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

E. Personal Property

The following is added to **Section III, Paragraph A.4.**

- c. We will pay up to \$500 for loss to **Personal Property** which is:

10025000060166976000452



- (1) Owned by an "insured"; and
- (2) In or on the covered "auto."

This coverage applies only in the event of a total theft of your covered "auto."

This insurance is excess over any other collectible insurance and no deductible applies.

F. Rental Reimbursement

The following is added to **Section III, Paragraph A.4.:**

- d. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
 1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto"; or,
 - (b) 15 days.
 2. Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or,
 - (b) \$25 per day subject to a maximum of \$375.
 3. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
 4. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

G. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract

in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision **G.e.(1)** will be subject to a limit of \$750 per "accident."

H. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

I. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

J. Diminution In Value

The following is added to **Section III, Paragraph B.6.**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less,

under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:

- (1) \$5,000; or

- (2) 20% of the "auto's" actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III**:

- 1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:

- a. An "auto" owned by that "executive officer" or a member of that person's household; or

- b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and

- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

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

The following is added to **Section IV, Paragraph A.2.a.**

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

Section IV, Paragraphs 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these

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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

Blanket WOS
Primarily State, County & City entities

40020008760207017879308

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

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/01/2016

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 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).

PRODUCER Stuckey Ins & Assoc Agencies 5343 N. 16th Street, Suite 110 Phoenix, AZ 85016 Scott Nugent, RPLU	CONTACT NAME: Teresa Alvarado	
	PHONE (A/C, No, Ext): 602-264-5533	FAX (A/C, No): 602-279-9336
	E-MAIL ADDRESS: teresa.alvarado@stuckeyinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Westchester Fire Insurance Co	10030
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

COVERAGES**CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				WC STATUTORY LIMITS OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			G27902601 001	09/21/2015	09/21/2016	Per Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Professional Liability- Claims Made - retro date 01/01/1989

CERTIFICATE HOLDER**CANCELLATION**

PIMAC-6

Pima County
Procurement /Design
& Construction
130 W Congress 2nd Fl
Tucson, AZ 85701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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