



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 04/07/20

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

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

**\*Project Title/Description:**

Cultural Resource Services for Segment II of the Silverbell Road Improvement Project

**\*Purpose:**

Award: Contract No. CT-SUS-20-273. This award of contract is recommended to the highest qualified consultant in the amount of \$3,139,791.26 for a contract term from 04/07/20 to 03/31/25 for Cultural Resource Services for Segment II of the Silverbell Road Improvement Project. Administering Department: Office of Sustainability and Conservation.

**\*Procurement Method:**

SFQ-PO-2000011 was conducted in accordance with A.R.S. § 34-603 and Pima County Board of Supervisors Policy D29.1. Five (5) responsive statements of qualifications were received and evaluated by a seven (7) member committee using qualifications and experience-based selection criteria. Based upon the evaluation of the respondents' written representations of their qualifications and necessary due diligence, a short list of three (3) respondents were invited to interviews. As a result of the combined scoring of the written statements of qualifications and interviews, the most qualified respondent is recommended for award. Due to the duration of this Contract, the Office of Sustainability and Conservation requests that the Procurement Director have the authority to approve adjustments to the hourly rates and all other rates in connection of any extensions of the contract term or in accordance with Exhibit "B" - Compensation Schedule resulting in an increase or decrease of the Contract amount through a Contract Amendment not to exceed a cumulative total of \$500,000.00.

Attachments: Notice of Recommendation for Award and Contract.

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

Desert Archaeology is an Arizona State Museum-permitted archaeological contractor that is being contracted to perform archaeological treatment and data recovery to satisfy compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. 306108, and ARS 41-841, et seq. for the El Camino del Cerro to Goret Road portion of the Silverbell Road Widening Project.

**\*Public Benefit:**

Cultural resources compliance will allow construction of an expanded roadway, which will provide additional capacity for existing and future travel needs along Silverbell Road.

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

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

**\*Retroactive:**

No.

10: CCB- 3-19-20  
Ver. - 1  
pgs - 103 (11)

Procurement Dept 03/19/20 110554

Document Type: CT Department Code: SUS Contract Number (i.e., 15-123): 20-273

Effective Date: 04/07/20 Termination Date: 03/31/25 Prior Contract Number (Synergen/CMS):

☒ Expense Amount: \$ 3,139,791.26 ☐ Revenue Amount: \$

\*Funding Source(s) required: City Revenue Other Operating  
(IGA with City of Tucson)

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

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

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

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

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

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

### Amendment / Revised Award Information

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

Amendment No.: AMS Version No.:

Effective Date: New Termination Date:

Prior Contract No. (Synergen/CMS):

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$

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

\*Funding Source(s) required:

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

### Grant/Amendment Information (for grants acceptance and awards) ☐ Award ☐ Amendment

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

Effective Date: Termination Date: Amendment Number:

☐ Match Amount: \$ ☐ Revenue Amount: \$

\*All Funding Source(s) required:

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

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

\*Funding Source:

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

Contact: Matthew Sage, CPPB *Matt S* 3/11/20 *T. Cole* 3/12/2020

Department: Procurement *M. J. Cole* 3/13/2020 Telephone: 724-8586

Department Director Signature/Date: *Nancy Cole* 3/13/2020

Deputy County Administrator Signature/Date: *C. D. Cole* 3/17/2020

County Administrator Signature/Date: *C. D. Cole* 3/18/2020  
(Required for Board Agenda/Addendum Items)



## **NOTICE OF RECOMMENDATION FOR AWARD**

Date of Issue: March 11, 2020

The Office of Sustainability and Conservation hereby issues formal notice to respondents to Solicitation No. SFQ-PO-2000011 for Cultural Resource Services for Segment II of the Silverbell Road Improvement Project that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after April 7, 2020.

Award is recommended to the most qualified respondent:

**AWARDEE NAME**

Desert Archaeology, Inc.

**OTHER RESPONDENT FIRMS (Alphabetical Order)**

Statistical Research, Inc.  
Westland Resources, Inc.

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

Issued by: /s/ Matthew Sage

Telephone Number: (520) 724-8586

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

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

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**PIMA COUNTY OFFICE OF SUSTAINABILITY AND CONSERVATION**

**PROJECT:** CULTURAL RESOURCE SERVICES FOR SEGMENT II OF THE SILVERBELL ROAD IMPROVEMENT PROJECT

**CONSULTANT:** DESERT ARCHAEOLOGY, INC.  
3975 North Tucson Boulevard  
Tucson, Arizona 85716

**CONTRACT NO.:** CT-SUS-20-273

**AMOUNT:** \$3,139,791.26

**FUNDING:** City Revenue Other Operating  
(IGA with City of Tucson)

**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., hereinafter called CONSULTANT, and collectively referred to as the Parties.

**WITNESSETH**

WHEREAS, COUNTY requires the services of a CONSULTANT qualified to provide Cultural Resource Services for Segment II of the Silverbell Road Improvement Project; 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. SFQ-PO-2000011, 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 April 7, 2020, and terminates on March 31, 2025, 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 Architectural and Engineering Design Services for the COUNTY as described in **EXHIBIT "A" - SCOPE OF SERVICES** (18 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 "B" -COMPENSATION SCHEDULE.

**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 "B" - COMPENSATION SCHEDULE.

**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 "B" - COMPENSATION SCHEDULE.

**Project Baseline.** The agreed Contract scope of services, total Not-to-Exceed 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 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**.

The total of all payments to CONSULTANT for services provided under this Contract will not exceed Three Million One Hundred Thirty-Nine Thousand Seven Hundred Ninety-One Dollars and Twenty-Six Cents (\$3,139,791.26).

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 (48 pages)**. CONSULTANT may invoice monthly for the actual costs incurred plus a pro-rata portion of the fee amount for each task. CONSULTANT will calculate actual costs based on actual hours spent, to which the agreed overhead rate may be applied, plus Other Direct Costs. Actual Costs may then be represented as percentage of the "not to exceed" cost amount associated with that task on the CONSULTANT's invoice for billing purposes. Calculations and supporting data will be made available to COUNTY at any time, upon request. The cumulative payment for the actual costs of any task may not be more than the "not to exceed" cost amount associated with that task. Upon completion of the Scope of Work, (including acceptance by COUNTY of all associated deliverables), COUNTY will pay the balance of the fixed fee to CONSULTANT.

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 or in accordance with EXHIBIT "B" – Compensation Schedule. Procurement Director may approve adjustments to the hourly rates and all other rates in EXHIBIT "B" – COMPENSATION SCHEDULE that increase or decrease the total contract amount through a Contract Amendment.

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, CONSULTANT 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 CPFF, 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 is 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 General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage.

7.1.2 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 - \$1,000,000.

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

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.

### **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 and the City of Tucson, their departments, districts, boards, commissions, officers, officials, agents, and employees as additional insured's with respect to liability arising out of the activities performed by or on behalf of 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 the City of Tucson, 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 Pima County Procurement Department, 130 West Congress Street, Tucson AZ 85701, and Fax 520-724-4434.

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, defend, and hold harmless COUNTY and the City of Tucson, their 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, their agents, employees or indemnities.

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 and the City of Tucson, their officers, agents, employees or indemnities.

**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 and its SUBCONSULTANTS 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, Project Manager  
Office of Sustainability and Conservation  
201 North Stone Avenue, 6<sup>th</sup> Floor  
Tucson, Arizona 85701  
Tel: (520) 724-6405

### **CONSULTANT:**

Patricia Castalia, Operations Director  
Desert Archaeology, Inc.  
3975 North Tucson Boulevard  
Tucson, Arizona 85716  
Tel: (520) 881-2244

## **ARTICLE 22 – OTHER DOCUMENTS**

The Parties in entering into this Contract have relied upon information provided in SFQ-PO-2000011, 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.

**ARTICLE 31 - ISRAEL BOYCOTT CERTIFICATION:**

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

**ARTICLE 32 - 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.

PIMA COUNTY:

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy County Attorney

**KELL OLSON**

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Date

CONSULTANT:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Date

**EXHIBIT "A" - SCOPE OF SERVICES (18 Pages)**  
**Cultural Resource Services for**  
**Segment II of the Silverbell Road Improvement Project**  
**Goret Road to El Camino del Cerro**

**I. PROJECT BACKGROUND**

The Regional Transportation Authority's (RTA) 20-year multimodal plan includes the Silverbell Road Improvement Project, a 6.1-mile transportation improvement project that will widen the existing two-lane road to a four-lane roadway with a raised median, bike lanes, sidewalks and a multi-use path. Due to the overall length of the Silverbell Road Improvement Project, the project was scheduled to be built in three or more segments. The first segment of the project from Grant Road north to Goret Road (Segment I) was completed in February 2017 by the City of Tucson's Department of Transportation (COT). The second segment of the project is a COT project from Goret Road to El Camino del Cerro (Segment II) that is estimated to begin construction in 2022, while the third segment will complete the project from El Camino del Cerro to Ina Road (Segment III), estimated to begin design sometime in 2022-2026, and will be managed by either the COT, Pima County (County) or the Town of Marana (TOM) (see Figure 1: Silverbell Road Improvement Project).

**II. PROJECT SPECIFIC CULTURAL RESOURCES COMPLIANCE BACKGROUND**

In preparation for the Silverbell Road Improvement Project, the COT commissioned a Class III Cultural Resources Survey of the anticipated 442.6-acre overall project area in 2010. The resulting report, titled, *Results of a Class III Cultural Resources Survey along the Silverbell Road Corridor from Grant Road to Ina Road with the City of Tucson, Town of Marana, and Unincorporated Pima County, Arizona*, SWCA Cultural Resources Report 09-423, documented a nearly uninterrupted deposit of cultural resources between the west bank of the Santa Cruz River and the toe of the Tucson Mountains piedmont; this area was subsequently designated as the Silverbell Archaeological District with 35 known Historic Properties, defined as properties that have been determined eligible for or are listed in the National Register of Historic Places (NRHP), 4 properties that were determined ineligible for listing on the NRHP, and an unknown number of buried cultural resources outside of previously identified site boundaries. Although all of the known Historic Properties were identified within Segments II and III, SWCA recommended that Segment I be included in the District Boundary due to the high likelihood of buried cultural deposits despite the lack of any surface expression from Grant to Goret Roads, and further recommended that an archaeological testing program be designed and implemented. This recommendation was documented in a 2013 addendum report titled, *Results of a Class III Cultural Resources Survey along the Silverbell Road Corridor from Grant Road to Ina Road within the City of Tucson, Town of Marana, and Unincorporated Pima County, Arizona: Addendum 1—Additional Survey from North of Goret Road to Grant Road*, SWCA Cultural Resources Report No. 26735.

In 2014, SWCA implemented a site identification testing program for Segment I following a COT-approved Plan of Work titled, *Proposal for COT Project No. 14-10, Silverbell Road Archaeological Testing*. SWCA Environmental Consultants, Tucson. The resulting report, titled *Results of Archaeological Site Identification Testing for the Silverbell Road, Grant Road to Goret Road Improvement Project, Tucson, Arizona*, SWCA Cultural Resources Report No. 14-557, identified two newly discovered Historic Properties. Because avoidance to these two archaeological sites was not possible based on Segment I project needs, COT commissioned the development and implementation of a *Research Design and Plan of Work for Data Recovery at AZ AA:12:1152(ASM) and AZ AA:12:1153(ASM) for the Silverbell Road, Grant Road to Goret Road Improvement Project, Pima County, Arizona*, SWCA Project No. 30445, in order to mitigate impacts caused by project construction to these NRHP-eligible properties. The resulting report is titled, *Results of Data Recovery and Monitoring at AZ AA:12:1152(ASM) and AZ AA:12:1153(ASM) for the Silverbell Road, Grant Road to Goret Road Improvement Project, Pima County, Arizona*, SWCA Cultural Resources Report 16-250.

After analyzing the remaining project corridor within Segments II and III (from Goret to Ina Roads), COT, in conjunction with the U.S. Army Corps of Engineers (ACOE), determined that these segments of the project require a Department of the Army permit under Section 404 of the Clean Water Act, 33 U.S.C. § 1344, as the project crosses 44 washes that are potential Waters of the United States. The design and construction of Segments II and III are, therefore, considered a federal undertaking (Undertaking). The ACOE is the lead federal agency pursuant to Section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. §



306108, and its implementing regulations in 36 C.F.R. 800. The ACOE, the Arizona State Historic Preservation Office (SHPO), the RTA, the County, the COT, the TOM, and the Tohono O'odham Nation have entered into a Programmatic Agreement (PA) to resolve any and all adverse effects to Historic Properties by the construction of Segments II and III.

The PA outlines stipulations that govern all cultural resources services described hereafter, including as an appendix, a general overarching Historic Properties Treatment Plan (HPTP) entitled, *A Historic Properties Treatment Plan for the Silverbell Widening Project, Tucson and Marana, Pima County, Arizona*, Desert Archaeology, Inc. Technical Report No. 2017-01, that covers Segments II and III of the Silverbell Road Improvement Project and establishes the research framework for all data recovery. The HPTP has been approved by the SHPO and other consulting parties, and is consistent with the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation (48 FR 44734-37).

The remainder of this Scope of Services focuses on Segment II of the road improvement project, the Goret Road to El Camino del Cerro segment, with some reference to Segment III, El Camino del Cerro to Ina Road, together hereafter referred to as the Silverbell Widening Project (SWP).

The COT has requested that the County's Office of Sustainability and Conservation (OSC) manage the cultural resources mitigation for Segment II of the SWP, and the COT and County have therefore entered into an Intergovernmental Agreement providing authority to the County to ensure that all Segment II project activities are in compliance with the PA and associated HPTP, as well as the Segment-Specific Archaeological Testing, Data Recovery and Monitoring Plan (SSP) that will be developed as part of this contract.

The SWP is located entirely on county, city, or other municipal lands and therefore the Arizona State Museum (ASM) has defined authorities and responsibilities outlined in the PA under ARS 41-841, et seq., ARS 41-844 and ARS 41-865.

### **III. CONSULTING PARTIES PER THE PROGRAMMATIC AGREEMENT**

Pursuant to the PA, "Consulting Parties" hereafter refers to the following Agencies and Tribes:

<i>AGENCIES</i>	<i>TRIBES</i>
United States Army Corps of Engineers	Tohono O'odham Nation
Arizona State Historic Preservation Office	Gila River Indian Community
Regional Transportation Authority	Ak-Chin Indian Community
Pima County	Salt River Pima Maricopa Indian Community
City of Tucson	Hopi Tribe
Town of Marana	Pascua Yaqui Tribe
Arizona State Museum	Tonto Apache Tribe
	White Mountain Apache Tribe
	San Carlos Apache Tribe
	Yavapai-Apache Nation

### **IV. PROJECT DESCRIPTION**

Pima County is seeking a qualified consultant (Consultant) for cultural resources services outlined below to mitigate adverse effects to Historic Properties located within Segment II of the SWP's Area of Potential Effects (APE).

### **V. PROJECT LOCATION & AREA OF POTENTIAL EFFECTS**

Segment II is entirely within COT jurisdiction, involves only COT or privately-owned lands, and is located within Township 13S, Range 13E, Sections 17, 18, 19, 20, 28 and 29.

The APE for Segment II consists of a Direct and Indirect APE. The Direct APE is defined as the existing and proposed new roadway right-of-way (ROW) along Silverbell Road between Goret and just north of the El Camino del Cerro and Silverbell Road intersection, approximately 2.6 miles in length, including but not limited to temporary construction easements, material borrow areas, and drainage easements (see Figure 2 Segment II Direct APE). Based on preliminary 100% plans prepared by EPS Group, the Direct APE measures approximately 78 acres, but is subject to change.

The Indirect APE is defined as properties adjacent to the ROW, and includes any historic districts, structures and buildings within the Segment II corridor that could be affected by visual, auditory, or other indirect effects from the Segment II Undertaking.

## **VI. PROJECT SCHEDULE & SEQUENCED STAGES OF ARCHAEOLOGICAL FIELDWORK**

Segment II of the SWP is a priority for both the RTA and COT. Cultural Resources compliance requirements are the critical path to beginning utility relocation followed by construction. As currently scheduled by RTA and COT, utility relocation will begin in 2021, followed by construction that will begin in 2022, however detailed schedules for both efforts have yet to be developed. It is anticipated that the cultural resources mitigation services outlined in this Scope of Services will require multiple staggered field efforts predicated on both the utility relocation and construction schedules.

Archaeological fieldwork associated with this Scope of Services is expected to follow a sequenced, yet staggered, approach for Phase I Data Testing, Phase II Data Recovery, and Archaeological Monitoring.

Archaeological fieldwork will be staggered, at minimum, into the following stages:

Pre-Construction Stage represents initial Phase I Data Testing and Phase II Data Recovery fieldwork activities in areas of the Direct APE that are outside of the current roadbeds of existing roads. OSC, on behalf of the ACOE, will authorize clearance for utility relocation/construction activities to proceed once the Pre-Construction Stage of archaeological fieldwork is complete. This stage of fieldwork is expected to begin in the Fall of 2020 for an estimated duration of 6-12 months, including phased consultation periods with Consulting Parties as stipulated in the PA and detailed below.

Utility Relocation Stage will be limited to Archaeological Monitoring services associated with utility relocation needs. This stage of fieldwork is expected to begin in 2021, however, a tentative schedule has yet to be developed.

Construction Stage represents as needed Phase II Data Recovery fieldwork within the roadbeds of existing roads that will be made accessible during construction, as well as Archaeological Monitoring services during initial ground disturbing activities associated with construction. This stage of fieldwork is expected to begin in 2022, however, a tentative schedule has yet to be developed.

## **VII. PHASED CONSULTATION**

The PA stipulates, at minimum, four consultation periods with Consulting Parties, however, OSC, with the permission of the ACOE, will be providing other opportunities for Consulting Parties to comment at key transition periods associated with the cultural resources services outline in this Scope of Services. The ACOE also has responsibility outlined in the PA to consult on the NRHP eligibility of any newly discovered archaeological sites that result from offsite data testing associated with Phase I Data Testing fieldwork. The Consultant will not be responsible for drafting consultation letters, however, will be responsible for deliverables associated with each consultation period and for adapting their schedule to accommodate the following consultation/commenting periods:

- *PA Stipulation VI:* Review, comment, and concurrence on the SSP
- *PA Stipulation III(C):* Review, comment, and concurrence on NRHP eligibility of newly identified cultural resources, as well as on the effect of the Undertaking on resources determined eligible for listing on the NRHP
- End of Phase I Data Testing In-Field Consultation Meeting(s) that will afford Consulting Parties the opportunity to comment before transitioning to Phase II Data Recovery
- Preliminary Report Findings Report that OSC will use to notify Consulting Parties that the Pre-Construction Stage of fieldwork is complete and that Utility Relocation and Construction is conditionally cleared to proceed
- *PA Stipulation VI:* End of Fieldwork Report that will be submitted for review, comment and concurrence at the conclusion of all fieldwork tasks
- *PA Stipulation VIII:* Review, comment, and concurrence on the Final Testing and Data Recovery Report

### VIII. SUMMARY OF KNOWN CULTURAL RESOURCES ALONG THE SILVERBELL ROAD CORRIDOR BETWEEN EL CAMINO DEL CERRO AND GORET ROADS

Pursuant to ARS 39-125, a map of known archaeological properties is not included in this public Scope of Services. Shapefiles of the preliminary Direct APE and known archaeological site boundaries will be provided to the selected qualified Consultant. A total of 18 known archaeological sites have been documented along or within Silverbell Road corridor between El Camino del Cerro and Goret Roads all of which are components of the Silverbell Archaeological District, spanning from Grant Road to Ina Road, which was determined eligible for listing on the NRHP.

Silverbell Archaeological District (El Camino del Cerro to Grant Roads)	
AZ AA:12:46(ASM)	Contributing (Individually Eligible)*
AZ AA:12:93(ASM)	Contributing (Individually Eligible)
AZ AA:12:96(ASM)	Contributing (Individually Eligible)
AZ AA:12:105(ASM)	Contributing (Individually Eligible)
AZ AA:12:106(ASM)	Contributing (Individually Eligible)
AZ AA:11:129(ASM)	Contributing (Individually Eligible)
AZ AA:12:501(ASM)	Contributing (Individually Eligible)
AZ AA:12:980(ASM)	Ineligible
AZ AA:12:999(ASM)	Contributing (Individually Eligible)
AZ AA:12:1079(ASM)	Contributing (Individually Eligible)
AZ AA:12:1080(ASM)	Contributing (Individually Eligible)
AZ AA:12:1081(ASM)	Ineligible
AZ AA:12:1082(ASM)	Contributing (Individually Eligible)
AZ AA:12:1083(ASM)	Contributing (Individually Eligible)
AZ AA:12:1085(ASM)	Contributing (Individually Eligible)
AZ AA:12:1084(ASM)	Contributing (Individually Eligible)
AZ AA:12:1086(ASM)	Ineligible
AZ AA:12:1090(ASM)	Contributing (Individually Eligible)

\* The eligibility of all known sites within the APE will be reanalyzed during the development of the segment specific plan of work based on current information. The information presented in the scope of work is based on legacy information that requires an updated analysis of current ARO/SHPO records.

### IX. MINIMUM QUALIFICATIONS

All cultural resources work carried out pursuant to this Scope of Services shall be conducted by or under the supervision of a person, or persons, meeting the Secretary of the Interior's Professional Qualification Standards (48 FR 44738-44739), as well as meeting the qualifications needed to secure an Arizona Antiquities Act project-specific permit (Arizona Board of Regents Policy Manual, Rules Implementing A.R.S. §15-1631 and 41-841 et seq., The Arizona Antiquities Act, Policy Numbers 8-202[C] and 8-202[C][1][e]).

### X. PROJECT DOCUMENTATION

The documents listed as "**Deliverables**" in the "**Cultural Resources Tasks**" of this Scope of Services, and other exhibits or presentations for the work covered by this solicitation and associated supplements, if necessary, will be furnished by the Consultant to the OSC upon completion of the various tasks of work.

### XI. ENVIRONMENTAL CONSIDERATIONS

All cultural resources work carried out pursuant to this Scope of Services must consider impacts to sensitive species defined in the Biological Evaluation prepared for Segment II of the SWP (EcoPlan No. 11-363017) as well as impacts to any native plants defined in EPS' Native Plant Preservation Plan (EPS Preliminary 100% Plan Set) prior to initiating any ground disturbing activities. The Consultant is required to obtain environmental clearance from COT via OSC prior to initiating ground disturbing activities.

### XII. ABBREVIATIONS

The following abbreviations may be referred to throughout this Scope of Services:

ADEQ	Arizona Department of Environmental Quality
ACOE	U.S. Army Corps of Engineers
ASM	Arizona State Museum

COT	City of Tucson's Department of Transportation
County	Pima County
GIS	Geographic Information System
HPTP	Historic Properties Treatment Plan
NRHP	National Register of Historic Places
OSC	Pima County Office of Sustainability and Conservation's Cultural Resources and Historic Preservation Division
PA	Programmatic Agreement
PAG	Pima Association of Governments
RTA	Regional Transportation Authority
ROE	Right of Entry
SFQ	Pima County Solicitation for Qualifications
SSP	Segment-Specific Archaeological Testing, Data Recovery and Monitoring Plan
ROW	Right-of-way
SHPO	Arizona State Historic Preservation Office
SWP	Silverbell Widening Project
SWPPP	Clean Water Act 402 Stormwater Pollution Prevention Permit
TCE	Temporary Construction Easement

### **XIII. REFERENCE DOCUMENTS**

- 2010 *Results of a Class III Cultural Resources Survey along the Silverbell Road Corridor from Grant Road to Ina Road with the City of Tucson, Town of Marana, and Unincorporated Pima County, Arizona.* Prepared by Eric S. Petersen, Suzanne Griset, S. Jerome Hesse, David M. R. Barr, and David B. Tucker. Cultural Resources Report No. 09-423. SWCA Environmental Consultants, Tucson.
- 2014 *Proposal for COT Project No. 14-10, Silverbell Road Archaeological Testing.* SWCA Environmental Consultants, Tucson.
- 2014 *Results of Archaeological Site Identification Testing for the Silverbell Road, Grant Road to Goret Road Improvement Project, Tucson, Arizona.* Prepared by Paul M. Rawson. Cultural Resources Report No. 14-557. SWCA Environmental Consultants, Tucson.
- 2014 *Research Design and Plan of Work for Data Recovery at AZ AA:12:1152(ASM) and AZ AA:12:1153(ASM) for the Silverbell Road, Grant Road to Goret Road Improvement Project, Pima County, Arizona.* Prepared by Suzanne Griset, S. Jerome Hesse, and Paul M. Rawson. SWCA Project No. 30445. SWCA Environmental Consultants, Tucson.
- 2016 *Results of Data Recovery and Monitoring at AZ AA:12:1152(ASM) and AZ AA:12:1153(ASM) for the Silverbell Road, Grant Road to Goret Road Improvement Project, Pima County, Arizona.* Prepared by Suzanne Griset, S. Jerome Hesse, and Paul M. Rawson. Cultural Resources Report 16-250. SWCA Environmental Consultants, Tucson.
- 2016 *Tucson, Pima County; Silverbell Road Widening Project; Section 106 Consultation; U.S. Army Corps of Engineers; SHPO-2013-0148(13024), SHPO letter dated May 2, 2016.*
- 2016 *Biological Evaluation Silverbell Road: Camino del Cerro to Goret Road,* EcoPlan Associates, Inc. No. 11-36017.
- 2018 *Programmatic Agreement Among United States Army Corps of Engineers, Arizona State Historic Preservation Officer, Pima County Regional Transportation Authority, Pima County, City of Tucson, Town of Marana, and Tohono O'odham Nation Regarding Improvements to Silverbell Road Between Goret and Ina Roads, Pima County, Arizona*
- 2018 *A Historic Properties Treatment Plan for the Silverbell Widening Project, Tucson and Marana, Pima County, Arizona.* Prepared by Michael W. Lindeman. Technical Report No. 2017-01. Desert Archaeology, Inc., Tucson.

2019 *Intergovernmental Agreement between Pima County and the City of Tucson for Archaeological Treatment and Recovery Services Related to the Silverbell Road, Ina Road to Grant Road Improvement Project*

2019 *City of Tucson, Arizona, Silverbell Road, El Camino del Cerro to Goret Road Roadway and Drainage Improvements, C.O.T Job No. SR6A. Preliminary 100% Plan Set. EPS Group.*

2019 *Burial Agreements for Ina and Silverbell Gateway Project, Pima County, Arizona, ASM letter dated October 4, 2019*

**XIV. ITEMS AND SERVICES TO BE FURNISHED BY THE COUNTY**

OSC will provide, at minimum, written authorization for the following:

- Notice to Proceed allowing the Consultant to begin **"TASK 1: Permitting and Pre-Fieldwork Services"** outlined in the Scope of Services
- Comments on all deliverables
- Authorization to transition from **"TASK 2: Phase I Data Testing"** to **"TASK 3: Phase II Data Recovery"** services

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**Cultural Resources Tasks for  
Segment II of the Silverbell Road Improvement Project  
Goret Road to El Camino del Cerro**

***General Assumptions:***

- The level of effort for each cultural resources task is limited to the amount of labor and expenses identified in a Project Budget spreadsheet that will be developed after the Consultant is selected. Costs will be itemized to aid in project tracking purposes only. The budget may be transferred between tasks, provided the total contracted amount is not exceeded. Additional services beyond these limits will require an amendment to this Scope of Services.
- Upon request, the Consultant will provide OSC an estimate of anticipated costs associated with Cultural Resources Tasks based on the County's fiscal year (July 1 – June 30). This will be used for budgeting purposes for each year of the project.
- The duration of cultural resources services detailed in this Scope of Services is anticipated to be 5 years. The Consultant is responsible for meeting deadlines outlined in this Scope of Services, and agreed upon in the project schedule that will be developed after the Consultant is selected.
- The Consultant is responsible for backfilling with minimal compaction requirements all areas excavated during the Pre-Construction Stage of fieldwork.
- All deliverables, as appropriate, will be prepared in accordance with current ASM, SHPO and Secretary of the Interior's Standards.
- The Consultant retains current licenses and qualified staff related to project management software capable of producing weekly, biweekly, monthly reports documenting, at minimum, overall progress as well as task-specific progress reports, including production of a dynamic task-based project schedule.
- The Consultant retains current licenses and qualified staff related to providing surveying and cartography services pertaining to cultural resources services identified in this Scope of Services.
- The Consultant retains current licenses and qualified staff related to the production, updating and submission of a Geographic Information Systems Database capable, at minimum, of monthly progress data submissions for the Segment II of the SWP project, and which fulfills requirements identified in this Scope of Services.
- A written summary of each meeting involving the Consultant will be provided electronically by the Consultant. Hard copies will not be provided. The Consultant will be responsible for preparing graphics, handouts, and making arrangements for meetings.
- Attendance by the Consultant at meetings must include at minimum at least one Principal Investigator or Project Director listed on the Arizona Antiquities Act project-specific permit for Segment II of the SWP.
- All deliverables shall be submitted in electronic format (pdf, gdb, etc) via email or FTP, and CD/DVDs will not be accepted. Select deliverables require submission of the deliverable in paper format in addition to electronic format as specified.

***TASK 1 PERMITTING & PRE-FIELDWORK SERVICES***

**Assumptions:**

- Prior to Pre-Construction Stage
- Kick-off meeting
- Monthly progress meetings
- Other meetings as necessary
- The Consultant will secure all needed agreements, permits, and permissions prior to commencing fieldwork and maintain these throughout the duration of fieldwork.

**Task 1.1. Cartography**

The Consultant is responsible for defining the Direct APE polygon that will be used for the duration of Segment II of the SWP. COT or its contractor will provide the Consultant with AutoCAD files representing the limits of all work areas associated with utility relocation and construction. These limits will include existing and proposed new roadway right-of-way (ROW) along Silverbell Road between Goret and just north of the El Camino del Cerro and Silverbell Road intersection, approximately 2.6 miles in length,

including but not limited to temporary construction easements, material borrow areas, and drainage easements that together form the Direct APE for Segment II of the SWP. COT or its contractor will also physically mark the Direct APE on the ground. The Consultant is responsible for processing the AutoCAD files, and mapping the limits of the Direct APE to confirm the AutoCAD files are correct. The Consultant will then produce a shapefile of the Direct APE that will be used by OSC and the Consultant for the duration of the project.

#### **Task 1.2. Segment-Specific Archaeological Testing, Data Recovery and Monitoring Plan**

The Consultant will prepare and submit a Segment-Specific Archaeological Testing, Data Recovery and Monitoring Plan (SSP) that will adopt research themes and treatment methods identified in the HPTP, and will follow standards outlined in Stipulation IV(B) of the PA. The SSP will include a thorough background of previous archaeological research within the Direct APE, its setting, and the development of an appropriate archaeological context conforming to the HPTP. The archaeological context for the APE will be developed by identifying patterns or trends in the regions prehistory to establish the role of the cultural resources within the regional prehistory and history. The archaeological context will be used to target pertinent research topics or domains, and specific research questions within those domains, which can be addressed by recovered site data. The SSP shall also include a proposal for assessing the geomorphology of the Direct APE as outlined in the HPTP. The approved SSP and parent HPTP will guide the archaeological testing, data recovery and monitoring throughout the project.

The SSP will incorporate a sequenced, yet staggered, work plan for Phase I data testing, Phase II data recovery, and archaeological monitoring associated with utility relocation and ground-disturbing construction. Archaeological fieldwork will be staggered, at minimum, into the following stages:

- Pre-Construction Stage represents initial Phase I Data Testing and Phase II Data Recovery fieldwork activities in areas of the Direct APE that are outside of the current roadbeds of existing roads. OSC, on behalf of the ACOE, will authorize clearance for utility relocation/construction activities to proceed once the Pre-Construction Stage of archaeological fieldwork is complete.
- Utility Relocation Stage will be limited to archaeological monitoring services associated with utility relocation needs.
- Construction Stage represents Phase I Data Testing, if needed, and Phase II Data Recovery fieldwork within the roadbeds of existing roads that will be made accessible during construction, as well as archaeological monitoring services during initial ground disturbing activities associated with construction.
  - Although not prohibited, it is expected that Phase I Data Testing will not be needed during this stage, as the results of Pre-Construction fieldwork will likely indicate the depth and extent of cultural deposits beneath current roadbeds.

The SSP will be consistent with methods and procedures outlined in the HPTP and Stipulation IV(B) of the PA, as well as with the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation (48 FR 44734-37), and will specify the following:

- The properties or portions of properties where archaeological testing and data recovery is to be carried out.
- The properties or portions of properties that would be destroyed or altered without treatment and the justification for lack of treatment.
- The results of previous research relevant to Segment II, including the results of a records check that will include, at minimum, ASM's Archaeological Record's Office and OSC's Cultural Resources Databases that will be used to verify the current status of archaeological site boundaries.
- Plan for archival research and subsequent treatment for archaeological sites with historic-era components.
- The research questions to be addressed through testing and data recovery, with an explanation of their relevance and importance.
- The intended methods for geomorphological investigations that best serve the following goals:
  - To learn about the types and locations of natural strata
  - To identify the strata with associated cultural and natural features and possible agricultural field areas
  - To identify deeply buried deposits that might contain cultural materials

- The intended methods of Phase I Data Testing and the level of effort necessary to accomplish the data testing within the Direct APE for Segment II of the SWP. Phase I Data Testing is needed within previously identified archaeological site boundaries, however, the SSP should include a comprehensive site identification testing strategy for offsite testing. All cultural deposits identified outside of known site boundaries will, based on location, be either joined with an existing site number and the site boundary expanded, or will be given a new site number provided by the ASM.
  - For any newly recorded sites, the ACOE must consult with SHPO and other consulting parties on the NRHP eligibility of these sites, as well as on the effect of the Undertaking on sites determined to be eligible for listing on the NRHP.

Vertical limits associated with Phase I data testing are assumed to vary throughout the Direct APE, however, the SSP shall include a strategy to determine the maximum depth of cultural deposits associated with each identified archaeological site located in the Direct APE.

- Phase II Data Recovery strategies should be analyzed against EPS' preliminary 100% plan set in order to determine the potential for impacts to cultural resources by utility relocation and activities associated with construction. The intended methods of Phase II data recovery and the level of effort necessary to accomplish the data recovery within the Direct APE for Segment II of the SWP. Phase II Data Recovery will be based on previous research in the Direct APE combined with the results of Phase I Data Testing, and provide a work plan in which anticipated artifact and feature types are identified, an appropriate sampling fraction is recommended for each feature type, Phase II excavation strategies are outlined, and all post-fieldwork analyses, repatriation, curation, and report preparation tasks are provided.
- A proposed disposition and curation of recovered materials and records in accordance with 36 CFR 79 and ARS 41-844.
- Procedures for monitoring, evaluating and treating discoveries of unexpected or newly identified properties during utility relocation or construction activities, including notification to OSC for continuing consultation with Consulting Parties.
- A protocol for the treatment of human remains, in the event that such remains are discovered, describing methods and procedures for the recovery, inventory, treatment, and disposition of Human Remains, Funerary Objects, Sacred Ceremonial Objects, or Objects of Cultural Patrimony. This protocol will reflect concerns and/or conditions identified in the ASM Burial Agreement.

The SSP will include a Project Management Plan as an appendix that identifies all project tasks and responsible personnel. The Project Management Plan shall also include sections covering the following topics:

- A detailed, dynamic and updatable schedule (Project Schedule) for completing each project Task by stage of archaeological fieldwork, including the Pre-Construction Stage, the Utility Relocation Stage and the Construction Stage. The schedule should include anticipated periods for consultation as detailed in Section VII, above. The schedule will contain benchmarks including, but not limited to:
  - Duration of Pre-Construction Stage fieldwork
  - Submission of End of Pre-Construction Stage Findings Report
  - Duration of monitoring fieldwork associated with the Utility Relocation Stage
  - Duration of Construction Stage fieldwork
  - Submission of Preliminary Report of Findings
  - Duration of Analyses
  - Duration of Final Testing and Data Recovery Report
- Project-specific contact list that can be updated
- Project-specific File Transfer Protocol or similar collaborative website, containing in a clear and logical order all information, correspondence, documents, and summaries related to the project. The website is to be accessible to the OSC at all times, but is password protected.
- Project-specific Quality Assurance and Quality Control Plan for all fieldwork, analyses and reporting tasks
- Project-specific Safety Plan
- Project-specific Field Recording Manual including samples of all field forms that will be used
- Project-specific Cartography Plan including methods to be used and description of equipment that can maintain near-centimeter accuracies within the Direct APE. Because the SWP project will be constructed in a minimum of two segments, the spatial data must be translatable to common



control networks and spatial reference frames in order to synthesize the data between segments of the SWP.

- Project-specific Relational Database Management System that identifies all spatial and non-spatial datasets, including:
  - Spatial Data Schema including, but not limited to, metadata descriptions for all spatial feature classes and domains, as well as artifact and feature datasets including all attributes that will be used for coding in analysis and reporting that conforms to the HPTP. This will include an electronic deliverable of a sample geodatabase architecture.
  - Non-Spatial Data Schema including, but not limited to, artifact and sample coding attributes to be used throughout the project that must conform to the HPTP.
  - Relational model for final submission to OSC of how spatial and non-spatial datasets will be combined into one comprehensive relational database management system that is accessible and usable by OSC staff.
- Project-specific Cultural Resources Sensitivity Training Plan designed for all construction personnel, as described in Stipulation XI of the PA.
- Project-Specific Public Outreach/Interpretation Plan providing a proposal for disseminating data to the professional community and the public during and at the conclusion of archaeological fieldwork.

The Consultant will submit the SSP to OSC for review and comment before it is distributed for comment to Consulting Parties. The Consultant will submit the SSP to ASM as part of its project-specific Arizona Antiquities Act permit application once OSC has reviewed the draft submittal.

### **Task 1.3. Arizona State Museum Permitting**

The Consultant is responsible for ensuring that all required permits and agreements are obtained prior to commencing fieldwork, including:

- *Human Burial Agreement*  
The Consultant will work with the ASM and Consulting Tribes to execute a segment-specific Burial Agreement for Segment II of the SWP. The HPTP calls for one Burial Agreement for the SWP, however, at the request of Pima County, ASM agreed to issue a segment-specific Burial Agreement as the archaeological consultant for each segment of the SWP may differ (*Burial Agreements for Ina and Silverbell Gateway Project, Pima County, Arizona*, ASM letter dated October 4, 2019)
- *Arizona Antiquities Act Permit*  
The Consultant will secure a project-specific Arizona Antiquities Act permit from the ASM.
- *Repository Agreement*  
The Consultant 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.

### **Task 1.4. Other Permits**

The Consultant is responsible for ensuring that all other required permits are obtained prior to commencing fieldwork, including, but not limited to:

- *Clean Water Act 402 Stormwater Pollution Prevention Permit (SWPPP)*  
The Consultant is responsible for obtaining and maintaining their SWPPP for the duration of the Pre-Construction Stage of fieldwork.
- *Dust Abatement Permit*  
The Consultant is responsible for obtaining and maintaining their dust abatement permit for the duration of the Pre-Construction Stage of fieldwork.

### **TASK 1 DELIVERABLES:**

- Draft SSP, Geodatabase Template, and Relational Database Schema (1 paper)
- Draft SSP that addresses OSC's comments (17 paper)
- Final Geodatabase Template, and Relational Database Schema based on OSC's comments

- Final SSP that addresses comments by Consulting Parties
- Shapefile of Direct APE
- Final Human Burial Agreement
- Final AAA Project-Specific Permit
- Final Repository Agreement

## **TASK 2 PHASE I DATA TESTING**

### **Assumptions:**

- Pre-Construction Stage
- Weekly infield progress meetings
- Monthly updates
- Other meetings as necessary
- Environmental clearance is granted by COT or their contractor
- Right of Entry is granted by COT
- All necessary permits and agreements are secured prior to commencing fieldwork
- All Phase I Data Testing activities are limited to the Direct APE
- The limits of the Direct APE will be physically marked by COT or their contractor
- Temporary Construction Easements (TCEs) are not accessible at the start of fieldwork

### **Task 2.1. Geomorphological Investigation**

The geomorphological investigation will focus on known sites and natural features in the Direct APE and will be carried out based on approved methods outlined in the SSP and HPTP. The goals of the investigation are:

- To learn about the types and locations of natural strata
- To identify the strata with associated cultural and natural features and possible agricultural field areas
- To identify deeply buried deposits that might contain cultural materials

### **Task 2.2. Phase I Data Testing Fieldwork**

The Phase I data testing will require surface documentation and artifact collection, detailed site mapping, and systematic subsurface investigations to determine the nature and extent of buried features and other cultural deposits within the Direct APE. The surface work will include full documentation of the current surface expression of all previously recorded archaeological sites within the Direct APE. The subsurface data testing will focus on mechanical excavations that will be used to expose and identify the nature, distribution, and extent of buried artifacts and features and other cultural deposits within and outside known archaeological site boundaries. The vertical limits for Phase I Data Testing will vary throughout the Direct APE, and will be outlined in the SSP.

Phase I Data Testing will include offsite identification testing outside of previously identified archaeological sites. All cultural deposits identified outside of known site boundaries will, based on location, be either joined with an existing site number and the site boundary expanded, or will be given a new site number provided by the ASM. In either instance, the Consultant will submit a written summary of the results of offsite identification testing and a proposal with justification for either consolidating the discovery into an existing site number or for designating a new site. If consolidating into an existing site number, the Consultant shall provide a recommendation of NRHP-eligibility in the event that the new discovery changes the NRHP eligibility of the site from not eligible to eligible. If a new site is designated, the Consultant shall provide a recommendation of NRHP-eligibility. For any newly recorded sites, or for changing the NRHP eligibility of an existing site, the ACOE must consult with SHPO and other Consulting Parties on the NRHP eligibility of these sites, as well as on the effect of the Undertaking on sites determined to be eligible for listing on the NRHP (see Section VII, above).

### **Task 2.3. Meetings & Updates**

**Weekly.** Weekly meetings will be held with OSC staff and any interested Consulting Parties in the field on each Friday during Phase I data testing fieldwork. The Consultant is responsible for providing an update on the week's activities, status of fieldwork, overview of discoveries, and status of the Project Schedule. The Consultant will provide the OSC a written summary of the meeting submitted via email by 5pm the following Monday.

**Monthly.** On the first Monday of each month during Phase I Data Testing fieldwork, the Consultant shall deliver a monthly update to the OSC transmitted via email that reports on the previous month's activities including status of fieldwork by site, overview of discoveries by site, updated Project Schedule including updates to site-specific fieldwork schedules, as well as the following maps depicting:

- Direct APE and status of Phase I Testing fieldwork by site (e.g. Site X - Phase 1 25% complete, Site Y - Phase 1 Complete, Site Z – Phase I not started, etc...)
- Maps including each investigated site showing cumulative data including all investigation units (trenches, units, mechanical stripping areas, etc...), all identified features.

#### **Task 2.4. End of Phase I Data Testing Fieldwork**

It is anticipated that the shift from Phase I to Phase II data recovery can be made through field review with appropriate agencies, and that there will be no need for a Phase I preliminary report. At the request of OSC, the ACOE has authorized OSC to work with the Consultant to organize one or more as needed in person meetings that afford Consulting Parties the opportunity to comment on the results of Phase I Data Testing before transitioning to Phase II Data Recovery at any location within the Direct APE. The Consultant will work with OSC to determine a strategy for how many in person meetings will occur, however it is not required that all Phase I Data Testing Fieldwork be completed prior to transitioning to Phase II Data Recovery in any specific area. Each transition, however, must be authorized by OSC prior to initiating Phase II Data Recovery fieldwork. Each End of Phase I Data Testing Consultation Meeting may include the following:

- A tour of a sample of the sites featuring discovered site components
- A post-tour meeting at a location large enough to accommodate interested Consulting Parties where the Consultant will present, at minimum:
  - A summary of the geomorphological investigation
  - A summary of Phase I Data Testing strategies applied per site and the results
  - A summary of Phase I Data Testing strategies applied to offsite testing and the results
  - Recommendations regarding discoveries made outside of known site boundaries (consolidate within previously recorded site boundary or designation of newly recorded site), if applicable
  - Recommendations regarding changes of NRHP eligibility for previously recorded sites, if applicable
  - Recommendations regarding NRHP eligibility for newly recorded sites
  - Recommended strategies for implementing Phase II Data Recovery on a site by site basis
  - Revised schedule for transitioning to Phase II Data Recovery

Following each End of Phase I Data Testing Consultation Meeting, the Consultant will prepare an End of Phase I Data Testing Fieldwork summary providing the results of the meeting in writing to OSC.

#### **TASK 2 DELIVERABLES:**

- Weekly Meeting Summaries
- Monthly Update Summary including spatial data updates, as requested by OSC
- End of Phase I Data Testing Fieldwork Summaries

#### **TASK 3 PHASE II DATA RECOVERY FIELDWORK**

##### **Assumptions:**

- Pre-Construction and Construction Stages
- Weekly infield progress meetings
- Monthly updates
- Other meetings as necessary
- Environmental clearance is granted by COT or their contractor
- All necessary permits and agreements are secured prior to commencing fieldwork
- OSC has provided written authorization to transition to Phase II Data Recovery
- All Phase II Data Recovery activities are limited to the Direct APE
- The limits of the Direct APE will be physically marked by COT or their contractor
- Access to TCEs require notification to OSC and COT

### **Task 3.1. Phase II Data Recovery**

Phase II Data Recovery will include systematic investigation and mapping of Historic Properties, defined as properties that have been determined eligible for or are listed in the NRHP, through mechanical and intensive hand excavation. Excavations will be limited to investigations of site features and other cultural deposits identified during Phase I testing that have a good potential to address the research questions established in the HPTP and SSP. 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. All identified 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, and following requirements provided in Stipulation IX of the PA.

### **Task 3.2. Meetings & Updates**

**Weekly.** Weekly meetings will be held with OSC staff and any interested Consulting Parties in the field on each Friday during Phase II Data Recovery fieldwork. The Consultant is responsible for providing an update on the week's activities, status of fieldwork, overview of discoveries, and status of the Project Schedule. The Consultant will provide the OSC a written summary of the meeting submitted via email by 5pm the following Monday.

**Monthly.** On the first Monday of each month during Phase II Data Recovery fieldwork, the Consultant shall deliver a monthly update to the OSC transmitted via email that reports on the previous month's activities including status of fieldwork by site, overview of discoveries by site, updated Project Schedule including updates to site-specific fieldwork schedules, as well as the following maps depicting:

- Direct APE and status of Phase II Testing fieldwork by site (e.g. Site X - Phase I 25% complete, Site Y - Phase II Complete, Site Z - Phase II not started, etc...).
- Maps including each investigated site showing cumulative data including all investigation units (trenches, units, mechanical stripping areas, etc...), all identified features.

### **Task 3.3. End of Pre-Construction Stage Findings Report**

After the completion of all Pre-Construction Stage fieldwork, the results of Phase I Data Testing and Phase II Data Recovery will be summarized in a preliminary report to ensure that cultural resources compliance requirements are met prior to authorizing utility relocation and construction activities to begin. The report shall include a reassessment of strategies outlined in the HPTP and SSP based on these results, as well as a revised, if necessary, proposal for fieldwork and sampling strategies associated with the Utility Relocation and Construction Stages of the project. This report will be submitted to the OSC for review, and once approved OSC will submit to Consulting Parties for review and comment to provide documentation that Pre-Construction Stage fieldwork has been satisfactorily completed for compliance purposes.

### **Task 3.4. Preliminary Findings Report**

After the completion of Construction Stage fieldwork, with the exception of archaeological monitoring, the cumulative results of Phase I Data Testing and Phase II Data Recovery will be summarized in a preliminary report to ensure that cultural resources compliance requirements set forth in the PA, HPTP and SSP have been satisfied. This report will be submitted to the OSC for review, and once approved OSC will distribute to Consulting Parties for review and comment.

#### **TASK 3 DELIVERABLES:**

- Weekly Meeting Summaries
- Monthly Update Summary including spatial data updates, as requested by OSC
- End of Pre-Construction Stage Findings Report (17 paper)
- Preliminary Findings Report (17 paper)

### **TASK 4 ARCHAEOLOGICAL MONITORING FIELDWORK**

#### **Assumptions:**

- Utility Relocation and Construction Stages
- Weekly updates
- Monthly updates
- Other meetings as necessary
- All necessary permits and agreements are secured prior to commencing fieldwork
- The limits of the Direct APE will be physically marked by COT or their contractor

#### **Task 4.1. Archaeological Monitoring**

Phase II will include implementation of the approved Monitoring Plan section of the SSP and HPTP. Any previously unidentified exceptional and unique cultural resources that are discovered during either utility relocation or ground-disturbing construction will require, pursuant to Stipulation X of the PA, the cessation of all activities in the vicinity of the discovery. The Consultant will immediately notify OSC of the discovery. In consultation with OSC and the ACOE, the Consultant 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 utility relocation and construction stage of the project, and any human remains or funerary objects uncovered by these activities will be treated under the terms of the Burial Agreement, and following requirements provided in Stipulation IX of the PA; all such remains will be removed from the site by a professional archaeologist according to the terms of the executed Burial Agreement.

#### **Task 4.2. Updates**

The Consultant is responsible for providing an update on the week's activities, status of fieldwork, overview of discoveries, and status of the Project Schedule. The Consultant will provide the OSC a written summary that is submitted via email by 5pm each Monday during archaeological fieldwork.

On the first Monday of each month during archaeological monitoring fieldwork, the Consultant shall deliver a monthly update to the OSC transmitted via email that reports on the previous month's activities including status of monitoring activities, overview of any discoveries by site, updated Project Schedule, as well as the following maps depicting:

- Locations monitored
- Location of discoveries

#### **TASK 4 DELIVERABLES:**

- Weekly Summaries
- Monthly Update Summary including spatial data updates, as requested by OSC

#### **TASK 5 ANALYSES & FINAL REPORT**

##### **Assumptions:**

- Construction Stage
- Monthly updates
- Other meetings as necessary

#### **Task 5.1. Analyses**

The post-fieldwork stage of the project will include the documentation of the fieldwork, and the processing, cataloging, and scientific analyses 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 Final Testing and Data Recovery Report and the final Relational Database Management System.

#### **Task 5.2. Final Testing and Data Recovery Report**

The results of Phase I Data Testing and Phase II Data Recovery and Monitoring will be integrated in a single Final Testing and Data Recovery Report (Final Report). The Final Report will meet requirements outlined in the HPTP and SSP, and document all aspects of the background and archival research, provide a description of Phase I Data Testing fieldwork, report on Phase II Data Recovery fieldwork and its relation to prior archaeological research within the project area, as well as on all monitoring activities and all analyses. 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 by OSC, ASM and all other Consulting Parties on a Draft Final Report, a revised perfect bound Final Report will be prepared and produced.

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

### **Task 5.3. Updates**

On the first Monday of each month during post-fieldwork stage of the project, the Consultant shall deliver a monthly update to the OSC transmitted via email that reports on the previous month's activities including status of analyses and report preparation.

### **TASK 5 DELIVERABLES:**

- Monthly Update Summary
- Draft Final Report
- Final Perfect Bound Final Report

## ***TASK 6 RELATIONAL DATABASE OF PROJECT ARCHAEOLOGICAL DATA***

### **Assumptions:**

- Pre-Construction, Utility Relocation and Construction Stages
- Meetings as necessary

### **Task 6.1. Spatial Data**

The Consultant is responsible for the collection and submission of all spatial data that is associated with cultural resources tasks outlined in this Scope of Services. Collection of the spatial data must be translatable to common control networks and spatial reference frames in order to synthesize the data between segments of the SWP. Submission of the spatial data to OSC will be in a geodatabase format meeting metadata schema requirements outlined in the SSP, and specifically, the approved cartography plan and project-specific relational database management system model. Spatial data should be updated weekly, and monthly submissions of up-to-date spatial data may be requested by OSC that must meet formatting requirements outlined in the SSP.

### **Task 6.2. Non-Spatial Data**

The Consultant is responsible for the collection and submission of all non-spatial data that is associated with cultural resources tasks outlined in this Scope of Services. Collection of the non-spatial data will meet schema requirements outlined in the SSP, and specifically, the approved project-specific relational database management system model. Submission of the non-spatial data to OSC will be in a format that allows for integration with the spatial data geodatabase, and that is accessible and usable by OSC staff.

### **TASK 6 DELIVERABLES:**

- Draft Relational Database that includes both spatial and non-spatial data
- Final Relational Database that includes both spatial and non-spatial data that addresses OSC revisions

## ***TASK 7 CURATION***

### **Assumptions:**

- Construction Stage
- Meetings as necessary

### **Task 7.1. Curation**

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

### **TASK 7 DELIVERABLES:**

- Documentation from ASM that the Repository Agreement has been fulfilled, and that curation has been completed.

### ***TASK 8 PUBLIC OUTRACH & INTERPRETATION***

#### **Assumptions:**

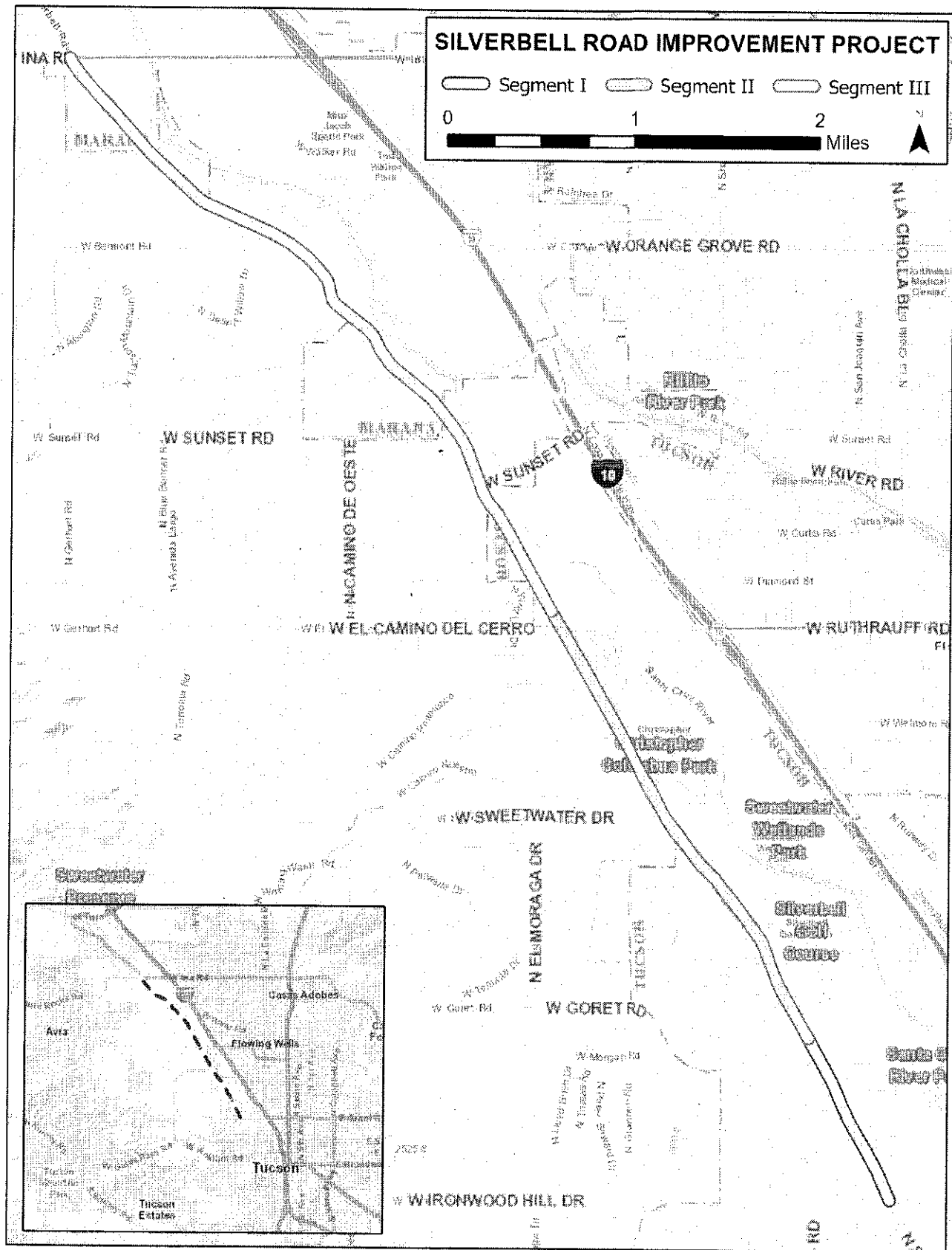
- Pre-Construction, Utility Relocation and Construction Stages
- The Consultant and its agents are prohibited from disseminating any project-related information to members of the public without approval by OSC. This includes, but is not limited to, posting to social media platforms and interviews.
- Meetings as necessary

### **Task 8.1. Public Outreach**

The Consultant will produce a public outreach and interpretation plan that will be used to guide public engagement throughout the duration of the project. This task will be updated once the Consultant is selected.

**FIGURE 1 (Next Page)**

FIGURE 1





[illegible]

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

## **EXHIBIT "B" - COMPENSATION SCHEDULE (48 pages)**

### **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)

(DO NOT SUBMIT THIS SCHEDULE WITH THE SOQ)

### **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, PCRWRD 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 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 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
  - i. Interest Expense
  - j. Political and Charitable Contributions
  - k. Lobbying Costs
  - l. Fines & Penalties
  - m. Alcohol
  - n. Contingencies
  - o. Bad Debt Expense
  - p. Profit Distribution

- q. Public Relations and Related Advertising
- r. Accelerated Depreciation
- s. Losses on Other Contracts
- t. Organization / Reorganization
- u. Patents
- v. Goodwill
- w. Labor Relations
- x. Legal Expenses Caused by Negligence or Mistakes
- y. Personal Use of Company Assets (Vehicles, e.g.)
- z. Related Party Expenses that Exceed the Costs of Ownership
- aa. Unreasonably High Executive Compensation
- bb. Unreasonably High Indirect Labor
- cc. Unreasonably High Rent

**5. 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.

# **Cost Proposal**

## **Cultural Resources Services for Segment II of the Silverbell Road Improvement Project (SFQ-PO-200011)**

***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

10 March 2020

# **Cost Proposal**

## **Cultural Resources Services for Segment II of the Silverbell Road Improvement Project (SFQ-PO-200011)**

This document presents Desert Archaeology's cost proposal for the tasks to be undertaken on the Cultural Resources Services for Segment II of the Silverbell Road Improvement Project (SFQ-PO-200011). This cost proposal reflects projected costs related to cultural resources testing, data recovery, monitoring, data analysis and reporting, spatial and non-spatial database management, curation, and public outreach tasks over the anticipated five-year duration of the project. Changes in the project scope and incremental rate increases over the course of the project may result in contract modification requests to Pima County.

The proposal includes:

- Budget Summary
- Budget Assumptions for Fieldwork
- Desert Archaeology Hourly Billing Rates
- Direct Cost Support Documentation
- Proposed Tasks and Schedule

**Budget Summary**



**Silverbell Widening Project**  
**Segment II Budget Summary**

	Task 7: Curation	Task 8: Public Outreach	Total Hours/Quantity	Total Cost
<b>Estimated Direct Labor</b>				
Principal Investigator	0	48	276	\$29,145.60
Operations Director/Project Manager	0	0	224	\$22,590.40
Special Analyst 1	0	0	80	\$6,336.00
Senior Project Director	0	80	2,362	\$187,070.40
Archaeobotany Analyst	0	0	666	\$50,988.96
Historical Artifacts Analyst	0	0	468	\$34,965.22
Project Director 1/Field Director 1	0	240	1,672	\$124,918.46
Special Analyst 2	0	0	238	\$17,780.98
Ceramics Analyst 1	0	0	1,676	\$123,447.46
Ground Stone Analyst	0	0	658	\$47,423.38
Petrology Director	0	0	340	\$24,504.48
Mapping Director	0	80	844	\$59,491.87
Publications Director	0	40	380	\$26,785.44
Laboratory Director	160	0	876	\$61,057.20
Flaked Stone Analyst	0	0	918	\$62,526.82
Project Director 2/Field Director 2	0	40	4,688	\$318,080.80
Faunal Analyst	0	0	951	\$62,766.00
Shell Analyst	0	0	268	\$17,688.00
Mapping Specialist 1	0	80	1,012	\$62,784.48
Crew Chief	0	0	5,120	\$290,611.20
Drafting/Mapping Specialist	0	240	734	\$41,661.84
Field/Lab Registrar	0	0	1,000	\$56,760.00
Database Assistant	0	0	1,390	\$73,392.00
Assistant Crew Chief	0	0	2,640	\$117,786.24
Word Processor 1	0	0	232	\$10,105.92
Field Archaeologist 1	0	0	4,360	\$184,166.40
Laboratory Assistant 1	80	0	500	\$21,120.00
Field Archaeologist 2	0	0	2,320	\$91,872.00
General Support	0	0	328	\$12,988.80
Laboratory Assistant (Float)	0	0	160	\$6,336.00
<b>Total Hours</b>	<b>240</b>	<b>848</b>	<b>37,381</b>	
<b>Total Cost</b>	<b>\$14,531.20</b>	<b>\$59,093.84</b>		<b>\$2,236,699.88</b>
<b>Vehicles</b>				
Vehicle rental	\$0.00	\$0.00		\$40,700.00
<b>Subtotal Vehicles</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$40,700.00</b>
<b>Consultants</b>				
Dating	\$0.00	\$0.00		\$19,635.00
Geomorphologist	\$0.00	\$0.00		\$15,200.00
Obsidian	\$0.00	\$0.00		\$720.00
Osteology	\$0.00	\$0.00		\$9,570.00
Ostracode	\$0.00	\$0.00		\$5,800.00
Phytolith	\$0.00	\$0.00		\$23,000.00
Pollen	\$0.00	\$0.00		\$23,000.00
<b>Subtotal Consultants</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$96,925.00</b>
<b>Other Expenses</b>				
Backhoe Services	\$0.00	\$0.00		\$456,184.50
Barricades/Fencing	\$0.00	\$0.00		\$108,779.00
Compaction Testing	\$0.00	\$0.00		\$15,730.00
Curation/Permits	\$159,592.36	\$0.00		\$160,702.41
Dust Control	\$0.00	\$0.00		\$9,506.45
Mobile Mini	\$0.00	\$0.00		\$2,126.56
Porta-John	\$0.00	\$0.00		\$2,253.60
Printing	\$0.00	\$0.00		\$5,150.87
SWPPP (materials)	\$0.00	\$0.00		\$3,752.99
Thin Sections	\$0.00	\$0.00		\$1,280.00
<b>Subtotal Other Expenses</b>	<b>\$159,592.36</b>	<b>\$0.00</b>		<b>\$765,466.38</b>
<b>Total Costs</b>	<b>\$174,123.56</b>	<b>\$59,093.84</b>		<b>\$3,139,791.26</b>

**Silverbell Widening Project  
Segment II Budget Summary**

	Task 1: Permitting and Pre-Fieldwork Services	Task 2: Phase I Data Testing	Task 3: Phase II Data Recovery Fieldwork	Task 4: Archaeological Monitoring Fieldwork	Task 5: Analyses and Final Report	Task 6: Relational Database
<b>Estimated Direct Labor</b>						
Principal Investigator	12	32	76	0	108	0
Operations Director/Project Manager	20	32	64	24	84	0
Special Analyst 1	0	0	0	0	80	0
Senior Project Director	240	176	786	200	880	0
Archaeobotany Analyst	0	0	0	0	666	0
Historical Artifacts Analyst	0	0	0	0	468	0
Project Director 1/Field Director 1	60	188	744	0	440	0
Special Analyst 2	0	0	0	0	238	0
Ceramics Analyst 1	0	0	0	0	1,676	0
Ground Stone Analyst	0	0	0	0	658	0
Petrology Director	0	0	0	0	340	0
Mapping Director	100	48	416	0	40	160
Publications Director	40	0	80	0	220	0
Laboratory Director	20	40	480	0	176	0
Flaked Stone Analyst	0	0	0	0	918	0
Project Director 2/Field Director 2	160	384	1,984	360	1,760	0
Faunal Analyst	0	0	0	0	951	0
Shell Analyst	0	0	0	0	268	0
Mapping Specialist 1	40	92	580	0	220	0
Crew Chief	40	160	2,320	2,600	0	0
Drafting/Mapping Specialist	30	0	24	0	440	0
Field/Lab Registrar	0	160	840	0	0	0
Database Assistant	0	80	320	0	710	280
Assistant Crew Chief	0	320	2,320	0	0	0
Word Processor 1	12	0	0	0	220	0
Field Archaeologist 1	0	640	2,320	1,400	0	0
Laboratory Assistant 1	0	40	380	0	0	0
Field Archaeologist 2	0	0	2,320	0	0	0
General Support	8	60	260	0	0	0
Laboratory Assistant (Float)	0	0	160	0	0	0
<b>Total Hours</b>	<b>782</b>	<b>2,452</b>	<b>16,474</b>	<b>4,584</b>	<b>11,561</b>	<b>440</b>
<b>Total Cost</b>	<b>\$56,187.56</b>	<b>\$140,288.48</b>	<b>\$895,013.54</b>	<b>\$238,945.94</b>	<b>\$806,577.24</b>	<b>\$26,062.08</b>
<b>Vehicles</b>						
Vehicle rental	\$0.00	\$1,850.00	\$12,950.00	\$25,900.00	\$0.00	\$0.00
<b>Subtotal Vehicles</b>	<b>\$0.00</b>	<b>\$1,850.00</b>	<b>\$12,950.00</b>	<b>\$25,900.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Consultants</b>						
Dating	\$0.00	\$1,785.00	\$0.00	\$0.00	\$17,850.00	\$0.00
Geomorphologist	\$0.00	\$3,800.00	\$6,650.00	\$0.00	\$4,750.00	\$0.00
Obsidian	\$0.00	\$0.00	\$0.00	\$0.00	\$720.00	\$0.00
Osteology	\$0.00	\$0.00	\$0.00	\$0.00	\$9,570.00	\$0.00
Ostracode	\$0.00	\$0.00	\$0.00	\$0.00	\$5,800.00	\$0.00
Phytolith	\$0.00	\$0.00	\$0.00	\$0.00	\$23,000.00	\$0.00
Pollen	\$0.00	\$0.00	\$0.00	\$0.00	\$23,000.00	\$0.00
<b>Subtotal Consultants</b>	<b>\$0.00</b>	<b>\$5,585.00</b>	<b>\$6,650.00</b>	<b>\$0.00</b>	<b>\$84,690.00</b>	<b>\$0.00</b>
<b>Other Expenses</b>						
Backhoe Services	\$0.00	\$242,114.00	\$214,070.50	\$0.00	\$0.00	\$0.00
Barricades/Fencing	\$0.00	\$20,844.00	\$87,935.00	\$0.00	\$0.00	\$0.00
Compaction Testing	\$0.00	\$4,000.00	\$11,730.00	\$0.00	\$0.00	\$0.00
Curation/Permits	\$1,110.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Dust Control	\$2,000.00	\$1,500.00	\$6,006.45	\$0.00	\$0.00	\$0.00
Mobile Mini	\$0.00	\$412.73	\$1,713.83	\$0.00	\$0.00	\$0.00
Porta-John	\$0.00	\$250.40	\$2,003.20	\$0.00	\$0.00	\$0.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$5,150.87	\$0.00
SWPPP (materials)	\$0.00	\$3,752.99	\$0.00	\$0.00	\$0.00	\$0.00
Thin Sections	\$0.00	\$0.00	\$0.00	\$0.00	\$1,280.00	\$0.00
<b>Subtotal Other Expenses</b>	<b>\$3,110.05</b>	<b>\$272,874.12</b>	<b>\$323,458.98</b>	<b>\$0.00</b>	<b>\$6,430.87</b>	<b>\$0.00</b>
<b>Total Costs</b>	<b>\$59,297.61</b>	<b>\$420,597.60</b>	<b>\$1,238,072.52</b>	<b>\$264,845.94</b>	<b>\$897,698.11</b>	<b>\$26,062.08</b>

**Budget Assumptions for Fieldwork**

**Backhoe Trenches (length)** 6,000 m (with engineered backfill and compaction)

**Mechanical Stripping**

	m <sup>2</sup>
Pre-Construction Phase (with engineered backfill and compaction)	9,250
Construction Phase (with standard backfill and compaction)	2,000
<b>Total Mechanical Stripping</b>	<b>11,250</b>

**Proposed Excavation Sample**

Pithouses	50%	40
Burials	100%	10
Pits	25%	120

**Non-Supervisory Field Crew Person-Days (fcpd)**

	fcpd
Phase I Data Recovery	140
Phase II Data Recovery (Pre-Construction Phase)	720
Phase II Data Recovery (Construction Phase)	150
Monitoring	500
<b>Total Field Crew Person-Days</b>	<b>1,510</b>

## 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 Rate

Title	Hourly Rate	Overhead (140 %)	Profit (10%)	Bill Rate
Principal Investigator	\$40.00	\$56.00	\$9.60	\$105.60
Operations Director/Project	\$38.20	\$53.48	\$9.17	\$100.85
Special Analyst 1	\$30.00	\$42.00	\$7.20	\$79.20
Senior Project Director	\$30.00	\$42.00	\$7.20	\$79.20
Archaeobotany Analyst	\$29.00	\$40.60	\$6.96	\$76.56
Historical Artifacts Analyst	\$28.30	\$39.62	\$6.79	\$74.71
Project Director 1/Field Director 1	\$28.30	\$39.62	\$6.79	\$74.71
Special Analyst 2	\$28.30	\$39.62	\$6.79	\$74.71
Ceramics Analyst 1	\$27.90	\$39.06	\$6.70	\$73.66
Ground Stone Analyst	\$27.30	\$38.22	\$6.55	\$72.07
Petrology Director	\$27.30	\$38.22	\$6.55	\$72.07
Mapping Director	\$26.70	\$37.38	\$6.41	\$70.49
Publications Director	\$26.70	\$37.38	\$6.41	\$70.49
Laboratory Director	\$26.40	\$36.96	\$6.34	\$69.70
Flaked Stone Analyst	\$25.80	\$36.12	\$6.19	\$68.11
Project Director 2/Field Director 2	\$25.70	\$35.98	\$6.17	\$67.85
Faunal Analyst	\$25.00	\$35.00	\$6.00	\$66.00
Shell Analyst	\$25.00	\$35.00	\$6.00	\$66.00
Mapping Specialist 1	\$23.50	\$32.90	\$5.64	\$62.04
Crew Chief	\$21.50	\$30.10	\$5.16	\$56.76
Drafting/Mapping Specialist	\$21.50	\$30.10	\$5.16	\$56.76
Field/Lab Registrar	\$21.50	\$30.10	\$5.16	\$56.76
Database Assistant	\$20.00	\$28.00	\$4.80	\$52.80
Assistant Crew Chief	\$16.90	\$23.66	\$4.06	\$44.62
Word Processor 1	\$16.50	\$23.10	\$3.96	\$43.56
Field Archaeologist 1	\$16.00	\$22.40	\$3.84	\$42.24
Laboratory Assistant 1	\$16.00	\$22.40	\$3.84	\$42.24
Field Archaeologist 2	\$15.00	\$21.00	\$3.60	\$39.60
General Support	\$15.00	\$21.00	\$3.60	\$39.60
Laboratory Assistant (Float)	\$15.00	\$21.00	\$3.60	\$39.60

**Direct Cost Support Documentation****Vehicles**

Vehicle rental 22 months @ \$1,850.00 per month (see attached estimate)

**Consultants**

Dating 33 standard AMS samples @ \$595.00 per sample (see attached rate sheet)

Geomorphologist 160 hours @ \$95.00 per hour (see attached proposal)

Obsidian Sourcing 40 EDXRF samples @ \$18.00 per sample (see attached rate sheet)

Osteology Analysis 10 inhumation burials @ 957.00 per burial (see attached quote)

Ostracode 20 samples @ \$290.00 per sample (see attached rate sheet)

Phytolith 40 samples @ \$575.00 per sample (see attached rate sheet)

Pollen 40 samples @ \$575.00 per sample (see attached rate sheet)

**Other Expenses**

Backhoe Services See attached four-part quote

Barricades/Fencing See attached proposals/rate sheets for fencing and traffic control

Compaction Testing See attached proposal for compaction testing

Curation/Permits See attached ASM quote

Dust Control/Permit 1200 Ccf; meter installation+10 months usage; sales tax per attached rate sheet

Mobile Mini See attached two-part quote

Porta-John 2 units for 9 months each (see attached rate sheet)

Printing See attached estimate

SWPPP (materials) See attached quote

Thin Sections 40 samples @ \$32.00 per sample (see attached rate sheet)

**From:** jody@desert.com  
**Sent:** Friday, February 28, 2020 1:32 PM  
**To:** Sarah Herr; Trish Castalia  
**Subject:** FW: Enterprise Truck Rental

Enterprise info for budgeting.

**From:** Sheffer, Jennifer <Jennifer.Sheffer@ehi.com>  
**Sent:** Friday, February 28, 2020 1:25 PM  
**To:** Jody Dito <jody@desert.com>  
**Subject:** Enterprise Truck Rental

Hi Jody,

Here is your account's rate structure:

Rates for 1 TON 4WD P/UP TRUCK					
	Daily	Weekly	Monthly	Hourly	Gr
Rate	\$93.50	\$475.00	\$1,850.00	\$30.86	Per
Mileage	150	1,050	3,000		00

The additional charges for you budget are also here ( The vehicle size keeps you exempt from tax) :

Vehicle Surcharge: 5%

If you have any questions, please let me know.

Thank You,



**Jennifer Sheffer**  
Branch Manager  
Enterprise Truck Rental  
Tucson and surrounding area

520-807-0606 South Tucson office  
520-807-4216 fax  
520-742-7271 Northwest Tucson office  
520-742-4829 fax

520-461-0466 cell  
[Jennifer.Sheffer@ehi.com](mailto:Jennifer.Sheffer@ehi.com)

[EnterpriseTrucks.com](http://EnterpriseTrucks.com)



**Beta Analytic**  
Consistent accuracy  
Delivered on time

# 2017 Radiocarbon Dating Prices and Services

USD Pricing Effective January 1, 2017

Multi-currency pricing available upon request



## Radiocarbon Dating Service

<b>Standard AMS</b> 14 Business Days or Less	US\$ <b>595</b>
<b>Priority AMS</b> 6 Business Days or Less	US\$ <b>795</b>
<b>Time-Guide AMS</b> 3 Business Days or Less	US\$ <b>1785</b>
<b>RadiometricPLUS</b> 30 Business Days or Less	US\$ <b>390</b>

## New Services FREE with C14 Dating

- $\delta^{15}\text{N}$  on non-cremated bones & teeth
- $\delta^{18}\text{O}$  on carbonates
- Extended wheel time for tiny samples
- C:N ratio, %C and %N on bone collagen
- $\delta^{18}\text{O}$  and  $\delta^2\text{H}$  on water
- Cancellation for samples that cannot be dated\*

\*Solvent and cellulose extraction fees apply.

## All Services Include

- ✓ ISO-17025 accredited results and quality assurance report
- ✓ Extensive pretreatments
- ✓ Multiple photographs of samples
- ✓  $\delta^{13}\text{C}$  corrections measured directly on the sample material by IRMS
- ✓ Conventional radiocarbon age and applicable calendar calibrations
- ✓ Consultation before, during and after dating
- ✓ Turnaround times quoted following day of receipt at the laboratory

## Shipping Samples

For detailed shipping instructions, please visit our website:  
[www.radiocarbon.com](http://www.radiocarbon.com)

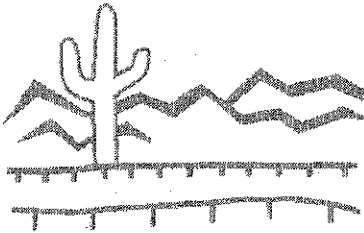
### North American Headquarters

Beta Analytic Inc.  
4985 SW 74th Court  
Miami, Florida 33155, USA  
Tel: (+1) 305-667-5167  
Fax: (+1) 305-663-0964  
[lab@radiocarbon.com](mailto:lab@radiocarbon.com)

### Forwarding Facilities

Europe (London, UK)  
Australia (Sydney)  
China (Beijing / Xiamen)  
India (Pune)  
Japan (Nagoya)  
South Korea (Seoul)  
South America (São Paulo, Brazil)  
Taiwan (Taipei)

Visit [forms.radiocarbon.com](http://forms.radiocarbon.com) to complete sample datasheet



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

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March 2, 2020

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

Subject: Cost Estimate for Pima County Silverbell Road Widening Project

Dear Dr. Herr,

Below is a cost estimate to conduct geoarchaeological fieldwork, data analysis, and write-up for Segment II of the Silverbell Road Widening Project.

**Cost Estimate**

Labor: 160 hrs X \$95/hr = \$15,200

**Cost Estimate Total = \$15,200**

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

Sincerely,

Gary Huckleberry, Ph.D.  
Geoarchaeological Consultant  
3577 E. Nugget Canyon Place  
Tucson, AZ 85718  
520-405-0261



[shackley@berkeley.edu](mailto:shackley@berkeley.edu)

Secure mailing Address:

M. Steven Shackley  
Geoarchaeological XRF Laboratory  
8100 Wyoming Blvd NE, Suite M4-158  
Albuquerque, NM 87113-1946

Receives USPS, UPS, and FedEx packages

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## COST LIST

*Note: These are commercial prices. The proceeds from these projects are used to fund students, and provide supplies for continuing field and lab work. Geological source samples are generally analyzed at no cost. Please call before field sampling, if possible.*

With the acquisition of the new Quant'X EDXRF, we can now offer rates based on the number of samples. We intend to continue to provide integrative and synthetic reports, particularly to the Southwestern audience. This is still one of the best bargains in archaeometry. With the increasing cost of mailing and shipping, I have to add mailing fees to each project.

- EDXRF analysis of obsidian (per sample)

1-20 = \$20.00 per sample

21-n = \$18.00 per sample

- Research and Student Rate (per sample) \$18.00 maximum regardless of sample size (call or e-mail first)
- EDXRF Analysis of non-volcanic rock samples (ceramics, metals; per sample) \$35.00
- Geological analyses - whole rock and powdered samples \$100.00 minimum charge
- Oxide analysis by EDXRF = \$35.00 for any sample size, solid samples only
- Powdered samples = \$45.00 per sample for oxides only, \$50.00 per sample for oxides and traces.
- Metal artifact analysis using only the metal method/calibration \$25.00 for any sample size.
- Minimum charge 55.00
- Charge for washing dirty samples \$5.00 per sample
- Surcharge for rapid turn-around; less than two weeks, usually less than one week (call or e-mail first) add 20%
- Source identification of another lab's analyses (per sample) \$10.00
- Shipping Fees:
  - USPS Priority Mail (1-3 days): \$6.50 to \$25.00 depending on size/number of samples.
  - USPS Express Mail (1-2 days): \$20.00 to \$75.00 depending on size/number of samples (usually 1 day)
  - FedEx or UPS Overnight: \$75.00

Payments: Check, direct deposit or credit card accepted for payment, however there is a 3.5% surcharge for credit card payments.

**NOTE TO NEW MEXICO CLIENTS:** All invoices will include the Albuquerque gross receipts tax of 7.8125% I am required to collect (as of

## Quote



**Quote No**                    **Q002189**

**Job No.**                    002218

**Date**                    27 February 2020

**Valid To**                27 April 2020

Arizona State Museum  
C/O RII Business Office  
University Services Building  
Room 204  
888 N. Euclid Avenue  
PO Box 210158  
Tucson, AZ 85721

Desert Archaeology  
3975 N. Tucson Blvd.  
Tucson  
AZ 85716-1037

### **Silverbell Widening Data Recovery Segment II**

Online Quote Request 02/27/2020 11:39 am

Submitted By: Patricia Castalia / trish@desert.com [520-881-2244]

Burial Analysis

Client Selected:

Desert Archaeology:Desert Archaeology  
3975 N. Tucson Blvd.:3975 N. Tucson Blvd.  
Tucson:Tucson  
AZ:AZ  
85716-1037:85716-1037  
(520) 881-2244:(520) 881-2244  
<http://desert.com/>:<http://desert.com/>

Project Sponsor:

Project Name: Silverbell Widening Data Recovery Segment II

Project Number:

ASM Accession Number:

Project Description: Burial Analysis

Land Ownership: Private: NO

Land Ownership: Tribal: NO

Land Ownership: Federal: NO

Land Ownership: State: YES

Estimated Project Start Date: 08/03/2020

Estimated Project End Date: 12/30/2022

Service: BURIAL EXCAVATION and ANALYSIS: YES

Number of inhumations to be excavated: 0

Number of cremations to be excavated: 0

Number of inhumations to be analyzed: 10

Number of cremations to be analyzed: 0

### **Rate-Based Services**

Description	Time	Rate	Amount
Burial Analysis - Professional - Inhumation	40.00	125.00	5,000.00
Burial Analysis - Specialist - Inhumation	40.00	83.00	3,320.00
Report Preparation and Submission - Analysis of Inhumations	10.00	125.00	1,250.00
		Sub Total	9,570.00
		Tax	0.00

## Quote

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**Total      9,570.00**

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



TERRA NOSTRA  
P.O. Box 37195  
Tucson, Arizona 85740-7195  
PH (520) 878-9164  
FAX (520) 878-9432  
E-mail: mrpalacios@tnesr.com  
www.tnesr.com

Manuel R. Palacios-Fest, Ph.D.

### Fee Schedule 2018-2019

Service	Unit	<sup>a</sup> Cost (<10 samples)	Cost (10-20 samples)	Cost (>20 samples)
Fieldwork/Geomorphology/Laboratory Consulting	Day	\$ 640.00	\$ 640.00	\$ 640.00
Continental Waters Micropaleontology (ostracodes, mollusks, calcareous algae)	Sample	\$ 330.00	\$ 300.00	\$ 290.00
Diatom Analysis (from standing water systems, no canals)	Sample	\$ 350.00	\$ 320.00	\$ 300.00
*Marine Micropaleontology (foraminifera, ostracodes)	Sample	\$ 330.00	\$ 300.00	\$ 290.00
**Invertebrate Paleontology (Species Identification)	Each	\$ 50.00	\$ 50.00	\$ 50.00
<b>Soil Sciences Strategies:</b>				
* Particle-size analysis (PSA)- Sand sieve test	Sample	\$ 50.00	\$ 50.00	\$ 50.00
* Phosphorous analysis (cost per chemical analysis only)	Sample	\$ 25.00	\$ 25.00	\$ 25.00
* Environmental magnetic susceptibility (cost per chemical analysis only)	Sample	\$ 45.00	\$ 45.00	\$ 45.00
* Stable isotope analysis ( $\delta^{18}\text{O}$ , $\delta^{13}\text{C}$ , $\delta^{15}\text{N}$ , Deuterium) (from soils, sediments, carbonates, bones, plants, water, other) (cost per chemical analysis only)	Sample	\$ 30.00	\$ 30.00	\$ 30.00
<sup>§</sup> Soil Data Interpretation and Report Writing	Hour	\$ 120.00	\$ 120.00	\$ 120.00
<b><sup>§</sup>Chemical Analysis:</b>				
* Trace element analysis for paleoclimate studies (Mg/Ca, Sr/Ca)	Sample	\$ 40.00	\$ 40.00	\$ 40.00
* Trace element analysis for pollution studies (multi-elements)	Sample	\$ 75.00	\$ 75.00	\$ 75.00
* Stable isotope analysis ( $\delta^{18}\text{O}$ , $\delta^{13}\text{C}$ , $\delta^{15}\text{N}$ , Deuterium) (from soils, sediments, carbonates, bones, plants, water, other) (cost per chemical analysis only)	Sample	\$ 30.00	\$ 30.00	\$ 30.00
* Minor elements analysis	Sample	\$ 25.00	\$ 25.00	\$ 25.00
<sup>§</sup> Chemical Data Interpretation and Report Writing	Hour	\$ 120.00	\$ 120.00	\$ 120.00
SEM Photomicrographs	Each	\$ 75.00	\$ 75.00	\$ 75.00
Light Microscopy Photographs		\$ 45.00	\$ 45.00	\$ 45.00
Technical Editing and Scientific Report Writing	Hour	\$ 120.00	\$ 120.00	\$ 120.00
Additional Report Writing	Hour	\$ 120.00	\$ 120.00	\$ 120.00
<b>Other Analyses:</b>				
Lab sampling and processing	Hour	\$ 50.00	\$ 50.00	\$ 50.00
Faunal Analysis	Sample	\$ 350.00	\$ 320.00	\$ 300.00
Paleontological collection by species	Each	\$ 20.00	\$ 20.00	\$ 20.00

#### Travel Expenses:

- Travel Expenses are reimbursed as required. Rates vary with location and include personal car driving (current cost/mile), or car rental, or airfare, lodging, and meals. Standard government rates for travel will apply, including variation by city, area of the country, and other specifications (to be arranged with client).

- Per diem (by arrangement): ~\$150.00/day

<sup>a</sup> Study includes data entry, interpretation, tabulation, graphing, and written report.

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

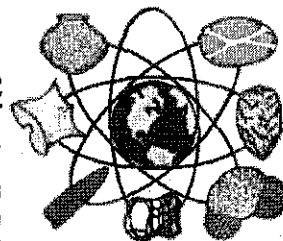
<sup>§</sup>Geochemical analysis costs is for sample preparation and spectrometric analysis. Data entry, interpretation, tabulation, graphing, and report writing requires a separate charge of \$100/Hour.

<sup>§</sup> Geochemical analyses for paleoenvironmental reconstructions are recommended if fossils occur in samples.

<sup>§</sup> NOTE: Projects of less than 10 samples offer little information. TNESR cannot guarantee the reliability of the information obtained for projects under 10 sediment samples.

# Paleo Research Institute

2675 Youngfield St.  
Golden, Colorado 80401  
(303) 277-9848  
(303) 462-2700 (Fax)  
[info@paleoresearch.com](mailto:info@paleoresearch.com)



## WESTERN CONTINENTAL U.S. PRICE LIST

January 1, 2016 to May 31, 2020 – Vendor Pricing (Payment within 30 calendar days, Not "Pay when Paid")

Document curation fee: \$30/project

	REGULAR	RUSH
<b>Archaeoclimate model</b>	\$1100.00 ea.	
<b>Pollen Analysis – (per sample)</b> Includes chemical extraction, analysis, and written report	\$575.00	\$865.00 ea.
<b>Historic Privy (or Coprolite) Pollen or Pollen/Parasite Analysis</b> or extended Pollen counts	\$800.00	\$1200.00 ea.
<b>Pollen + Starch Analysis (combined)</b>	\$690.00	\$1030.00 ea.
<b>Starch Analysis – (per sample)</b> Includes chemical extraction, analysis, and written report	\$575.00	\$865.00 ea.
<b>Phytolith Analysis – (per sample)</b> Includes chemical extraction, analysis, and written report	\$575.00	\$865.00 ea.
<b>Historic Privy (or Coprolite) Phytolith Analysis (includes starches)</b>	\$800.00	\$1200.00 ea.
<b>Phytolith + Starch Analysis (combined)</b>	\$690.00	\$1030.00 ea.
<b>Zea mays cobs</b>	\$500.00	
<b>Macrofloral (Flotation) Analysis – (per sample, ~1 liter)</b> Includes flotation, analysis, and written report	\$575.00+	\$865.00+ ea.
<b>Large samples will have an additional charge</b> Historic privy samples (estimate average at \$1000.00 ea.)	\$875.00+	\$1315.00+ ea.
<b>FTIR (Fourier Transform Infra-red Spectrometry) Analysis – (per sample)</b> (Lipid Analysis and Organic Residues)	\$575.00 Large (>8 cm x 4 cm) \$665.00	\$865.00 ea. \$1000.00 ea.
<b>Ceramic Residue (optical) – (per sample includes phytolith, pollen, starches)</b>	\$690.00	\$1030.00 ea.
<b>Protein Residue Analysis – (per sample)</b> Includes extraction, analysis, and written report	Small flaked (< 6 cm) \$360.00 Large flaked (> 6 cm) \$400.00 Groundstone \$435.00	\$540.00 ea. \$600.00 ea. \$650.00 ea.
<b>Diatom Analysis</b>	\$575.00	\$865.00 ea.
<b>pXRF (specify with or without interpretations)</b>	\$160.00/hour	\$240.00/hour
<b>Individual Identifications:</b> Macrofloral or Fiber identification (per hour) Wood/Charcoal identification	\$160.00/hour \$160.00/hour	\$240.00 /hour \$240.00 /hour
<b>AMS Radiocarbon Dating of Charcoal (Incl. Id. Single Spec)</b> RUSH = 15 business days – call for availability	\$595.00	\$750.00 ea.*
Charcoal recovery (and/or identification) HOURLY	\$160.00/hour	\$240.00/hour
Charcoal recovery from bulk samples	\$575.00	\$865.00 ea.
Heavy liquid separation (Microcharcoal extraction) + AMS date	\$925.00+	\$1245.00+ ea.*
Heavy liquid separation (Microcharcoal extraction) ONLY	\$330.00+	\$495.00+ ea.
Humate extraction + AMS date	\$925.00+	\$1245.00+ ea.*
Humate extraction ONLY	\$330.00+	\$495.00+ ea.
Bone extraction + AMS date	\$895.00+	\$1340.00 ea.*
Bone extraction ONLY	\$300.00+	\$450.00+ ea.
<b>Field Consultation – (per individual, per day)</b>	\$1000.00/day + expenses	
<b>MAML (Mobile Archaeological Microforensic Lab) billed out as mileage (\$1.00/mile, RT) plus \$1000.00/day (1 or 2 analysts) + per diem for each analyst + analysis cost (listed above). Please call for details.</b>		

All samples submitted must be accompanied by a list of the samples detailing provenience information. We generate all reports in WordPerfect and provide an email copy. We now accept credit card payments! Prices for all analyses are based on fixed per-sample prices. If we are required to follow Department of Labor wage standards or itemize invoices for overhead, etc., we will charge hourly rates plus costs and fees for our work. This will increase the costs for analysis substantially (30%-50%). Use an escalator of 10% per year for multi-year contracts. Sales Tax will be added IF a National or State sales tax law is enacted taxing services. Late payments will result in future work requiring either pre-payment, or services rendered at our Pay-when-Paid Schedule. Transfer of copyright (work for hire) is subject to an additional charge of \$10,000 to \$50,000 per report, depending on the size of the project and nature of the work.



ROC 168825 / 168826

March 07, 2020

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

ATTN: Trish Castalia

RE: Cost Estimate for Testing at Silverbell 2020

**Estimated Time and Cost for Trenching:**

**Excavating:**

3 Backhoes - 17 days of Trenching @ 10 hours per day @ \$95.00 per hour x 3:	\$48,450.00
3 Water Trucks - 17 days @ 10 hours per day @ \$75.00 per hour x 3:	\$38,250.00

**Per Diem and Lodging:**

Lodging for Operators and Drivers: 78 days @ \$94.00 per day:	\$ 7,332.00
Per Diem for Operators and Drivers Travel Days: 54 days @ \$38.25 per day:	\$ 2,065.50
Per Diem for Operators and Drivers non Travel Days: 48 days @ \$51.00 per day:	\$ 2,448.00

**Move In/Move Out:**

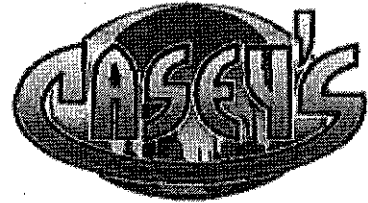
Backhoe - Move in / Move out @ 4 hours total @ \$95.00 per hour:	\$ 380.00
Water Truck - Move in / Move out @ 4 hours total @ \$75.00 per hour:	\$ 300.00

Total:	\$99,225.50
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This price does not include backfilling. And this price only includes a water truck and not a water source. If you need any further information or have any questions please do not hesitate to contact me at (480) 963-1404 or via email at ktanko2@cox.net.

Sincerely,

Keith A. Tanko, President



ROC 168825 / 168826

March 07, 2020

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

ATTN: Trish Castalia

RE: Cost Estimate for Testing at Silverbell 2020

**Estimated Time and Cost for Stripping:**

**Excavating:**

3 Backhoes – 12.5 days of Stripping @ 10 hours per day @ \$95.00 per hour x 3:	\$35,625.00
3 Water Trucks – 12.5 days @ 10 hours per day @ \$75.00 per hour x 3:	\$28,125.00

**Per Diem and Lodging:**

Lodging for Operators and Drivers: 60 days @ \$94.00 per day:	\$ 5,640.00
Per Diem for Operators and Drivers Travel Days: 42 days @ \$38.25 per day:	\$ 1,606.50
Per Diem for Operators and Drivers non Travel Days: 36 days @ \$51.00 per day:	\$ 1,836.00

**Move In/Move Out:**

Backhoe - Move in / Move out @ 4 hours total @ \$95.00 per hour:	\$ 380.00
Water Truck - Move in / Move out @ 4 hours total @ \$75.00 per hour:	\$ 300.00

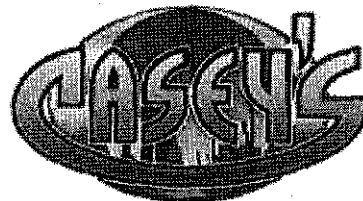
<b>Total:</b>	<b>\$73,512.50</b>
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This price does not include backfilling. And this price only includes a water truck and not a water source. If you need any further information or have any questions please do not hesitate to contact me at (480) 963-1404 or via email at ktanko2@cox.net.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith A. Tanko".

Keith A. Tanko, President



ROC 168825 / 168826

March 07, 2020

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

ATTN: Trish Castalia

RE: Cost Estimate for Testing at Silverbell 2020

**Estimated Time and Cost for Backfilling and Compacting:**

**Backfilling and Compacting:**

3 Backhoes – 40.5 days of Stripping @ 10 hours per day @ \$95.00 per hour x 3:	\$115,425.00
3 Water Trucks – 40.5 days @ 10 hours per day @ \$75.00 per hour x 3:	\$ 91,125.00
Compaction Wheel – 123 days @ \$100 per day:	\$ 12,300.00

**Per Diem and Lodging:**

Lodging for Operators and Drivers: 186 days @ \$94.00 per day:	\$ 17,484.00
Per Diem for Operators and Drivers Travel Days: 126 days @ \$38.25 per day:	\$ 4,819.50
Per Diem for Operators and Drivers non Travel Days: 120 days @ \$51.00 per day:	\$ 6,120.00

**Move In/Move Out:**

Backhoe - Move in / Move out @ 4 hours total @ \$95.00 per hour:	\$ 380.00
Water Truck - Move in / Move out @ 4 hours total @ \$75.00 per hour:	\$ 300.00

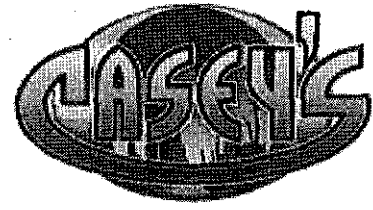
<b>Total:</b>	<b>\$247,953.50</b>
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And this price only includes a water truck and not a water source. If you need any further information or have any questions please do not hesitate to contact me at (480) 963-1404 or via email at ktanko2@cox.net.

Sincerely,

Keith A. Tanko, President





ROC 168825 / 168826

March 07, 2020

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

ATTN: Trish Castalia

RE: Cost Estimate for Testing at Silverbell 2021

**Estimated Time and Cost for Stripping, Backfilling, and Compacting:**

**Excavating:**

Backhoe - 12 days of Excavation @ 10 hours per day @ \$95.00 per hour:	\$11,400.00
Water Truck - 12 days @ 10 hours per day @ \$75.00 per hour:	\$ 9,000.00

**Backfilling and Compacting:**

Backhoe - Backfilling 6 days @ 10 hrs per day @ \$95.00 per hour:	\$ 5,700.00
Water Truck - Backfilling 6 days @ 10 hrs per day @ \$75.00 per hour:	\$ 4,500.00

**Per Diem and Lodging:**

Lodging for Operator and Driver: 28 days @ \$94.00 per day:	\$ 2,632.00
Per Diem for Operators and Drivers Travel Days: 20 days @ \$38.25 per day:	\$ 765.00
Per Diem for Operators and Drivers non Travel Days: 16 days @ \$51.00 per day:	\$ 816.00

**Move In/Move Out:**

Backhoe - Move in / Move out @ 4 hours total @ \$95.00 per hour:	\$ 380.00
Water Truck - Move in / Move out @ 4 hours total @ \$75.00 per hour:	\$ 300.00

<b>Total:</b>	<b>\$35,493.00</b>
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This price does not include any compaction other than wheel rolling the top after backfilling. This price only includes a water truck and not a water source. If you need any further information or have any questions please do not hesitate to contact me at (480) 963-1404 or via email at ktanko2@cox.net.

Sincerely,

Keith A. Tanko, President

CANYON RENT-A-FENCE, INC., P.O. BOX 7546, TUCSON, AZ 85725-7546

(520) 623-4800 FAX (520) 623-7895

DATE:	3-4-20
TO:	Desert Archaeology
ATTN:	Mike
FAX:	mike@desert.com
RE:	Temporary Fence

This bid includes approximately 3,000 ft of 6' high temporary fence panels.  
Included is installation, removal, 4 months, rental, travel

3 relocations: 3,000 ft @ \$ 1.50 per foot = \$ 4,500 Plus Tax  
9,000 ft @ .85 = 7,650

Exclusions: relocating fence, damaged panels and core drilling \$ 2,150

Rental extension is \$ .10 per foot per month.

No retention is held on temporary fence rental.

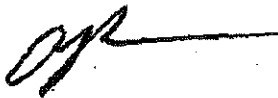
Canyon Rent-A-Fence, Inc. final invoice will be based on the final footage installed.

Relocation of fence will be .85 per ft.

If you have any questions, please call 623-4800.

Thank you,

Jason Perna



**Traffic Control for Pre-Construction Inter sites, Phase I data recovery, and Phase II data recovery work**

Order: 1600 ft concrete barricade (either side of road, as needed), closure of eastern shoulder of road, Type II barricades for work on western side of road, traffic slowing and related signage, traffic control plan.

*Two direction Flagger Closure-Work Area: 1800 ft* is for the delivery of the concrete barricades.

Assumptions: 2 six-hour days for delivery and for pickup.

Estimated Cost: \$3,600

*Quotation:*

Assumptions: 120 days of use concrete barricade

Estimated Cost: \$74,000

*Silverbell Rd One Direction Shoulder Closure- Work Area: 1800 ft* is the deliver of the traffic control signage, Type I and Type II barricades.

Assumptions: Estimated duration of Traffic Control is the 4 months during the Preconstruction Data Recovery phase (120 days).

Estimated Cost: \$10,335

*Type 2 barricades with flashers for work on western shoulder* from rate sheet

Assumptions: 60 Type 2 barricades for 7 months (210 days)

Estimated Cost: \$8694

Total: \$96629



## Quotation

Date: 3/2/2020  
 Quoted By: Tom Thacker  
 Phone: 520-624-0465

Customer: Desert Archaeology

Contact: Sarah Herr

Phone: 520-881-2244

Email: [sherr@desert.com](mailto:sherr@desert.com)

Project Name: Silverbell RD

Location: Silverbell RD -Goret RD to Camino Del Cerro

Approx Duration: N/A

Bid Date: 3/2/2020

Rental Items Description	Qty.	Per Unit Cost			
		Hours	Daily	Weekly	Monthly
BW20 Barrier Wall	1600		0.10	0.00	0.00
BWATTSLED3	1		35.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
EXTENDED TOTALS			195.00	0.00	0.00

$195.00 \times 120 = \$23,400$

Delivery/ Pickup	Qty.	Cost	Ext.
Mob- Charge Delivery BW20	1600	15.00	24,000.00
Mob- Charge Pickup BW20	1600	15.00	24,000.00
BWATTSLED3 Install	1	1,300.00	1,300.00
BWATTSLED3 Removal	1	1,300.00	1,300.00
	0	0.00	0.00
	0	0.00	0.00

$24,000.00 + 24,000.00 + 1,300.00 + 1,300.00 = \$50,600$

$50,600 + 23,400 = \$74,000$

Sales tax is not included and will be added to all items

Phoenix (602)431-0911 | Southern Arizona (520)624-0465 | Northern Arizona (928)759-0094



**Desert Archaeology, Inc.**  
**Attention: Sarah Herr**  
**Phone: 520-881-2244**  
**Re: Silverbell RD and Goret.**  
**Date: 3/4/20**

L01B

## **TRAFFIC CONTROL DAILY ESTIMATE**

### **WE PROVIDE:**

BARRICADES  
TRAFFIC CONTROL  
TRAFFIC PLANS  
PLATES & SHORING  
PAVEMENT MILLING  
SAWING & CORING  
BARRIER WALL  
SAFETY SUPPLIES  
CUSTOM SIGNS  
SIGN INSTALLATIONS  
ASPHALT PAVING

### **Locations:**

#### **Phoenix**

2533 W. Holly St.  
Phoenix, AZ 85009  
(602) 431-0911

#### **Chandler**

17046 S. Weber Dr.  
Chandler, AZ 85226  
(602) 431-0911

#### **Tucson**

2802 N. Flowing Wells Rd  
Tucson, AZ 85705  
(520) 624-0465

#### **Prescott**

11580 E. Santa Fe Loop  
Dewey, AZ 86327  
(928) 759-0094

#### **Flagstaff**

5301 E. Commerce Ave.  
Flagstaff, AZ 86004  
(928) 759-0094

#### **Yuma**

3178 33<sup>rd</sup> Place, Suite A  
Yuma, AZ 85365  
(928) 344-5046

### **TWO DIRECTION FLAGGER CLOSURE- WORK AREA: 1800 FT.**

Provide a TWO DIRECTION Flagger Closure on Silverbell RD B/T Goret RD and Cmo Del Cerro. **DAY TIME SET UP.**

- Estimated rental cost per day is \$90.00\*.
- Estimated initial charge for sale items including (1) TCP is \$120.00\*.
- Estimated labor for delivery OR pickup of this closure is \$255.00\*, per occurrence.
- Estimated labor for Two Certified Flaggers is \$120.00\*, per hour

**Estimate: \$3,600.00**

### **SILVERBELL RD ONE DIRECTION SHOULDER CLOSURE- WORK AREA: 1800FT.**

Provide a one direction shoulder closure on the above mentioned street, allowing all thru lane open for the above mentioned distance. **NIGHT TIME SET UP.**

- Estimated rental cost per day is \$80.00\*.
- Estimated initial charge for sale items including (1) TCP is \$225.00\*.
- Estimated labor for delivery OR pickup of this closure is \$255.00\*, per occurrence.

25 T2 /"A" Lights  
50 VP /"C" Lights  
4 Small Signs  
4 Sign Stands /"A" Lights

**Estimate: \$10,335.00**

### **EXCLUSIONS:**

Variable Message Boards, Arrow Boards, Additional Traffic Control Plan, Stop/Slow Paddles, Flagger 2-way Radios, Temporary No Parking Signs, Municipal Plan Review, Permit Fees, Shadow Truck, Project Specialty Signs, Concrete or Water Filled Barrier Wall, Flagman, Police Officers, Standby Time and ADA Compliance.

### **\*TERMS/ CONDITIONS:**

- 1) Rental prices above are estimates from our interpretations of the plans and specifications. Invoices will be based off the actual ticketed equipment and / or labor delivered to the project. Unless specified, this estimate does not include any specialty, non-spec, or project signs which may be requested by the engineer. This estimate is for traffic control; any extra devices used for hazards (flagging, open trench signs, extra barricades, etc.) will have to be added by the contractor.
- 2) Sales tax is not included and will be added to all billings. Tax rate subject to change as the prevailing rate changes.
- 3) This quote is valid for 60 days. If work starts after 60 days, then Trafficade reserve the right to nullify this quote and re-quote at its own discretion.
- 4) Net 30 days on approved credit.
- 5) 0% Retention.

Trafficade Estimator:  
Tom Thacker  
520-343-3757  
[toms@trafficade.com](mailto:toms@trafficade.com)

# TRAFFICADE SERVICE, INC.

**Phoenix:**  
2533 W. Holly St.  
Phoenix, AZ 85009  
(602) 431-0911

**Chandler:**  
17046 S. Weber Dr.  
Chandler, AZ 85226  
(602) 431-0911

**Tucson:**  
2802 N. Flowing Wells  
Tucson, AZ 85705  
(520) 624-0465

**Prescott:**  
11580 E. Santa Fe Loop  
Dewey, AZ 86327  
(928) 759-0094

**Flagstaff:**  
5301 E. Commerce Ave.  
Flagstaff, AZ 86004  
(928) 759-0094

**Yuma:**  
3178 33rd Pl. Suite A  
Yuma, AZ 85365  
(928) 344-5046

## OPERATING DIVISIONS

Trafficade Work Zone Services  
Traffic Control  
Barricades  
Traffic Plans

Trafficade Work Zone Shoring  
Road Plates  
Trench Shoring  
Confined Space Equip.  
Concrete Barrier

Work Zone Services  
Trench Paving  
Patch Paving  
Pavement Milling  
Sawing & Goring

Trafficade Signs & Sales, Inc.  
Traffic Signs  
Custom Signs  
Banners  
Safety Supplies  
Vehicle Warning Lights  
Traffic Paint  
Sign Installations  
ITS Solutions



## DESERT ARCHAEOLOGY

### Confidential Traffic Control Rate Sheet

L01B

Price Effective 7/1/19

### BARRICADES

#### Type I or II

only	0.48 per day
w/flasher	0.69 per day
w/steady-burn	1.04 per day

#### Type III

only	1.27 per day
w/2 flashers	1.73 per day

#### Vertical Panel

only	0.48 per day
w/flasher	0.65 per day
w/steady-burn	1.04 per day

#### Traffic Cone

28" standard	0.48 per day
28" reflectorized cone	1.15 per day

### LABOR

1 barr. setter, 1 truck	69.00 per hour
2 barr. setters, 1 truck	113.00 per hour

attenuator truck only	60.00 per hour
attenuator truck driver	60.00 per hour

traffic plan	65.00 per sheet
--------------	-----------------

### SIGNS (STD. INT.)

<10 sq. ft.	0.86 per day
10 to 16 sq. ft.	1.04 per day
>16 sq. ft.	1.27 per day

### SIGN STANDS

4' or 6' vert. stand only	0.69 per day
4' or 6' vert. stand w/flasher	0.92 per day
large stand only	1.44 per day
large stand w/flasher	1.67 per day
large stand w/2 flashers	1.90 per day
spring stand	2.65 per day
spring stand w/flasher	2.88 per day
spring stand w/B flasher	5.18 per day
u-channel	0.86 per day
u-channel w/flasher	1.09 per day

### HIGH LEVEL DEVICES

flag stand only	0.98 per day
flag stand w/A flasher	1.27 per day
flag stand w/B flasher	3.62 per day

### TRAILERS

arrow board	56.00 per day
changeable message sign	85.00 per day
light tower	150.00 per day

### SALE ITEMS

flag w/dowel	3.45 each
sandbag (filled)	1.40 each
sandbag (filled) w/stick	1.73 each
temp. no parking sign	4.50 each
perimeter flagging 50'	8.00 each
caution/caution 1000'	23.00 each

### Terms & Conditions:

Rates will be in effect until further notice.

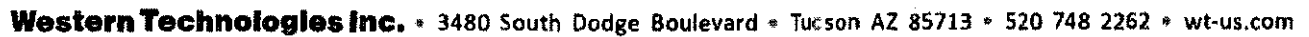
Transaction Privilege Tax (Sales Tax) will be charged to items specified by Dept. of Revenue.

Payment Terms: as specified in Customer Credit Agreement

Items not listed on this schedule will be quoted upon request

Labor charges are hourly port-to-port.

Equipment covered under this rate sheet will meet City of Phoenix & MAG Specifications.



## CONTRACT FOR PROFESSIONAL SERVICES

**Proposal No. 2940PH075-1**

**BETWEEN:** **DESERT ARCHEOLOGY**  
3975 North Tucson Boulevard  
Tucson, Arizona 85705 ("Client")

AND: WESTERN TECHNOLOGIES INC.  
3480 South Dodge Boulevard  
Tucson, Arizona 85713 ("WT")

**FOR THE PROJECT:** **Special Inspection and Testing Services**  
Silverbell Road Widening ("Project")  
Silverbell Road  
Tucson, Arizona ("Site")

**The CLIENT and WT do hereby agree as follows:**

## 1.0 PROJECT DESCRIPTION

**The project consists of trench backfill and area compaction testing.**

**The scope of services and quantities shown herein are based on:**

- A verbal description of the project given by Trish Castalia at Desert Archeology on February 28, 2020.

## 2.0 PURPOSE

The purpose of WT's professional and technical services will be to observe certain construction operations, sample and test certain materials, and report their conformance with the recommendations contained in the geotechnical report and/or requirements in the project drawings and specifications.

### 3.0 SCOPE OF SERVICES

WT will provide professional services, as outlined below. During field operations, on-site technicians may provide unreviewed initial documentation. All field reports will be reviewed prior to issuing final reports. Reports will be distributed to those indicated by the CLIENT.

Based on our understanding of the project and related experience on similar projects, WT estimates that the following scope of services will meet CLIENT's needs.

### **3.1 On-Call Field Testing**

WT will provide an engineering technician to periodically provide sampling and testing for the following at frequencies determined by others, or the project specifications. WT will perform on-call testing for the following types of work:

- a. Earthwork – backfilling operations for site utilities

### **4.0 SCHEDULE**

Notification for sampling and testing will be the responsibility of the CLIENT or the CLIENT's authorized representative. In order to accommodate on-call services, WT requests a minimum of 24 hours notification. Scheduling should be done by calling our Tucson office at (520) 748-2262 between 7:00 a.m. and 4:00 p.m.

### **5.0 ASSUMPTIONS**

The following assumptions were made in preparation of this proposal:

- CLIENT or CLIENT's representative will be responsible for tracking project status regarding materials testing
- Per Mike at Desert Archeology scope provided at 1 person for 4 hours a day for 100 days.

The following items are not included in this proposal; however, these services can be performed upon request and will be billed in accordance with our Schedule of Services and Fees.

- Portland cement concrete mix design testing and/or review.
- Aggregate and other construction materials acceptance testing.
- Weekend or holiday work, overtime in excess of 8 hours per day.
- Retesting of failed densities, concrete (beyond compression testing of hold specimens).
- Structural steel fabrication shop inspection (WT can provide inspections for additional fees if requested).

### **6.0 MANNER OF PAYMENT**

WT will invoice CLIENT monthly for services performed. Each invoice is independent and shall entitle WT to payment. Payment for such billing is due upon receipt of invoice.

### **7.0 FEES**

Our fees will be billed on a time and materials basis per the schedule of services and fees located in Appendix A. If services are requested which are not included within this



proposal, the rates charged will be those of WT's Schedule of Services and Fees in effect at the time of the request.

Presented below is an estimate of the quantities and fees for the observations, inspections, and materials testing for this project as outlined in the Scope of Services portion of this proposal. These quantities and fees are based on anticipated construction schedules, an estimated number of visits, an estimated number of tests per visit, and our review of the drawings and specifications. The actual fees may vary depending upon the contractor's schedule, conditions, circumstances, and actual quantities of services requested by CLIENT or CLIENT's representative during construction. The fees contained herein are valid for 90 calendar days from the date of this proposal, after which time a review by WT will be required.

#### 7.1 Construction Materials Observation and Testing

DESCRIPTION	UNIT	QUANTITY	RATE	EXTENSION
Engineering Technician: Soil, asphalt, masonry and/or concrete testing and observation	Hour	240	\$ 50.00	\$ 12,000.00
Moisture-Density Relationship: ASTM D698/AASHTO T99	Each	20	\$ 120.00	\$ 2,400.00
Project Manager: Report review, project administration, consultation	Hour	12	\$ 90.00	\$ 1,080.00
Engineer Review	Hour	2	\$ 125.00	\$ 250.00
<b>Estimated Subtotal</b>				<b>\$ 15,730.00</b>

***Note: This estimate is based on estimated services and time associated with performing these services. Costs will be determined by actual services performed and may decrease or increase from the total above due to contractor scheduling and coordination.***

#### 8.0 STANDARD TERMS AND CONDITIONS / COMPLETE AGREEMENT

The "Standard Terms and Conditions" set forth in the most recent version of WTI Form No. 120 (a copy of which has been enclosed herewith) are each and all incorporated herein as if fully set forth at this reference. Upon acceptance by CLIENT, all of the provisions set forth above will combine with the Standard Terms and Conditions to comprise a single, integrated contract (the "Agreement") between CLIENT and WT, provided that the terms and conditions set forth hereinabove will control over any contrary provision of the Standard Terms and Conditions. (CLIENT's representative may initial the enclosed copy of WTI Form 120 for purposes of identifying it with this Proposal/Agreement. However, CLIENT's failure to initial or return a copy of said Form will not negate or otherwise affect CLIENT's acceptance of the Agreement in the manner provided below of the incorporation of the Standard Terms and Conditions into the Agreement as provided above.)

The Agreement contains the entire agreement between the parties with respect to the work to be performed thereunder and supersedes all other agreements with respect thereto. No representation or warranty with respect to such work shall be valid or binding unless set forth in the Agreement.

## 9.0 ACCEPTANCE

By signature below, WT offers to CLIENT the Agreement as described above. CLIENT may accept WT's offer in any of the following ways:

- (a) by signing in the space provided below and returning a signed copy hereof to WT, or
- (b) by notifying WT to commence the performance of the work described herein.

Such notification may be given verbally, by electronic transmission, or in writing (for example, by delivery of CLIENT's purchase order referring to this Proposal/Agreement). In the event CLIENT accepts the Agreement by giving notification to proceed, CLIENT hereby agrees to return to WT a signed copy hereof, together with a copy of the enclosed Standard Terms and Conditions initialed for identification, within a reasonable time not to exceed five business days.

EXECUTED BY WT:

EXECUTED BY CLIENT:

/s/Justin Heinecke

WT's Authorized Representative

Justin M. Heinecke, P.E., R.G.

Typed or Printed Name

Senior Geotechnical Engineer

Title

March 2, 2020

Date

Client's Authorized Representative

Typed or Printed Name

Title

Date

## Quote

**Quote No**                    **Q002197**  
**Job No.**                    002225  
**Date**                        02 March 2020  
**Valid To**                  01 May 2020

Arizona State Museum  
C/O RII Business Office  
University Services Building  
Room 204  
888 N. Euclid Avenue  
PO Box 210158  
Tucson, AZ 85721

Desert Archaeology  
3975 N. Tucson Blvd.  
Tucson  
AZ 85716-1037

### **Silverbell Widening Data Recovery Segment II**

Online Quote Request 02/28/2020 7:40 pm  
Submitted By: Sarah Herr / admin@desert.com [5208812244]  
Data recovery and monitoring  
Client Selected:

Desert Archaeology: Desert Archaeology  
3975 N. Tucson Blvd.: 3975 N. Tucson Blvd.  
Tucson: Tucson  
AZ: AZ  
85716-1037: 85716-1037  
(520) 881-2244: (520) 881-2244  
<http://desert.com/>: <http://desert.com/>

Project Sponsor: President  
Project Name: Silverbell Widening Data Recovery Segment II  
Project Number:  
ASM Accession Number:  
Project Description: Data recovery and monitoring  
Land Ownership: Private: NO  
Land Ownership: Tribal: NO  
Land Ownership: Federal: NO  
Land Ownership: State: YES  
Estimated Project Start Date: 08/03/2020  
Estimated Project End Date: 12/30/2022

Service: PERMIT: YES  
Permit Type required: Project Specific: SELECTED  
Monitoring and Testing/Data Recovery: SELECTED  
Expedite Project Specific Permit: NO

Service: PROJECT REGISTRATION: YES  
Project Registration Type: Testing/Excavation: SELECTED  
Testing-Excavation Project To Be Curated at ASM: Yes: SELECTED  
Require an expedited ASM Repository Agreement: No: SELECTED  
Testing/Excavation: Map Names: :  
MAP Name: AZ AA:12:SE  
Site Number(s): AA:11:129, AA:12:46, AA:12:93, AA:12:96, AA:12:105, AA:12:106, AA:12:501  
AA:12:980, AA:12:999, AA:12: 1079, AA:12:1080, AA:12:1081, AA:12:1083, AA:12:1086, AA:12:1090  
New sites to be recorded for Curated Testing-Excavation Project: 2  
Sites to be updated for Curated Testing-Excavation Project: 15  
Number of person field days: 1745  
Collections will be made from private land for Curated Testing-Excavation Project (Deed of Gift

## Quote



Required): NO

Half-boxes of artifacts to be curated at ASM for Curated Testing-Excavation Project: 180

Cataloged objects to be curated at ASM for Curated Testing-Excavation Project: 120

Digital images to be curated at ASM for Curated Testing-Excavation Project: 100

Linear inches of documents to be curated at ASM for Curated Testing-Excavation Project: 24

Number of reports requested for Document Request: 0 (no value entered)

Number of ASM Project Registration Forms for Document Request: 0 (no value entered)

Number of ASM Site Cards requested for Document Request: 0 (no value entered)

\*Submit Document Request Form Acknowledged: NO

Service: BURIAL AGREEMENT: YES

Burial Agreement Involves State Land Only: SELECTED

Burial Agreement Type: Project-Specific: SELECTED

Expedite Burial Agreement: NO

Linear inches of documents to be curated at ASM, pertaining to the discovery of human remains: 0

### Rate-Based Services

Description	Time	Rate	Amount
Review Permit Application - Specialist	4.00	0.00	0.00
Review Permit Application - Professional	2.00	0.00	0.00
Review Draft Report - Specialist	5.50	83.00	456.50
Review Draft Report - Professional	4.00	125.00	500.00
Project Registration, Testing/Excavation, curated at ASM - Specialist - (REPO)	1.85	83.00	153.55
CURATION Collections Intake - Assistant - (REPO)	0.20	38.00	7.60
CURATION Collections Intake - Specialist - (REPO)	2.00	83.00	166.00
CURATION Collections Intake - Assistant - (ARO)	0.67	38.00	25.33
CURATION ASM Site Card New - Assistant - (ARO)	2.00	38.00	76.00
CURATION ASM Site Card New - Specialist - (ARO)	2.67	83.00	221.33
CURATION ASM Site Card Update - Assistant - (ARO)	11.25	38.00	427.50
CURATION ASM Site Card Update - Specialist - (ARO)	30.00	83.00	2,490.00
CURATION Prepare Bulk Artifacts - Assistant - (REPO)	72.00	38.00	2,736.00
CURATION Prepare Bulk Artifacts - Specialist - (REPO)	90.00	83.00	7,470.00
CURATION Catalog Individual Artifact - Assistant - (REPO)	72.00	38.00	2,736.00
CURATION Catalog Individual Artifact - Specialist - (REPO)	264.00	83.00	21,912.00
CURATION Catalog Individual Artifacts Curation - Professional - (REPO)	30.00	125.00	3,750.00
CURATION Prepare Photos - Specialist - (PHOTO)	30.00	83.00	2,490.00
CURATION Process Images - Professional - (PHOTO)	10.00	125.00	1,250.00
CURATION Prepare Archive - Assistant - (ARCHIVE)	7.20	38.00	273.60
CURATION Prepare Archive - Professional - (ARCHIVE)	8.00	125.00	1,000.00
CURATION Review Draft Report (BA) - Professional - (RO)	5.00	125.00	625.00

### Fee-Based Services

Description	Quantity	Rate	Amount
CURATION in perpetuity of a half-cubic-foot box of artifacts	180.00	613.00	110,340.00
CURATION in perpetuity of a linear inch of documents	24.00	66.50	1,596.00

## Quote



THE UNIVERSITY OF ARIZONA  
**ARIZONA  
STATE MUSEUM**

documentation

Sub Total 160,702.41

Tax 0.00

**Total 160,702.41**

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

**Table 17.12.540****FUGITIVE DUST ACTIVITY PERMIT FEES**

Land stripping and/or Earthmoving	1-2 Acres	\$ 100
	>2-10 Acres	\$ 500
	>10-40 Acres	\$ 1,500
	>40+ Acres	\$ 3,000
Trenching	300-500 Ft.	\$ 75
	501-1500 Ft.	\$ 200
	1501-5000 Ft.	\$ 400
	5001+ Ft.	\$ 800
Road Construction	50-1000 Ft.	\$ 50
	1001-3000 Ft.	\$ 250
	3001-6000 Ft.	\$ 500
	6001+ Ft.	\$ 1,000
Blasting	\$ 25.00	
Multiple Activity Permit	1-10 Acres	\$ 625
	>10-40 Acres	\$ 2,000
	>40+ Acres	\$ 4,000
<b>NESHAP Activity Permit</b>		
Demolition	\$420	
Renovation	\$420	

**Cash, Check, Debit/Credit Mastercard or Visa Accepted**

Search [tucsonaz.gov](https://www.tucsonaz.gov)

## Construction Rates and Charges



The current water rates and charges were adopted by the Tucson's Mayor and Council on May 22, 2018, and became effective July 1, 2019.

### Usage and Other Charges

Per 100 cubic feet (Ccf)

(1 Ccf = 748 Gallons)

Charge	Charge per Ccf
Usage Base Rate*	\$3.70
Central Arizona Project (CAP)	\$0.70
Conservation Fee	\$0.10
<b>Total</b>	<b>\$4.50</b>

\* Year-round rate (no summer surcharges)

### Guide to Other Charges

#### CAP charge

Pays charges assessed by  
([Central Arizona Water Conservation District](#))  
for City's allocation of CAP  
water

#### Conservation Fee

Dedicated funding to  
recover Utility's  
conservation efforts  
(First effective July 7, 2008)

*Meter Installation 96.67*

### Monthly Service Charge

Flat rate paid by customer, regardless of the amount of

### Guide to Monthly Service Charge

water used.

Meter Size	Rates
5/8 inch	\$16.33
3/4 inch	\$22.03
1 inch	\$33.42
1-1/2 inch	\$61.91
2 inch	\$96.09
2-1/2 inch	\$141.67
3 inch	\$187.24
4 inch	\$318.27
6 inch	\$646.43
8 inch	\$973.44
10 inch	\$1,486.18
12 inch	\$2,454.68

**Recovers the costs of:**

- Meter reading.
- Meter maintenance and replacement.
- Billing.
- A portion of distribution system (pipeline) maintenance.
- A portion of the capital costs associated with CAP water and public fire protection.

*Sales Tax on total 8.7%*

[Government](#) | [Neighborhoods](#) | [Business](#) | [Departments](#) | [Mayor & Council](#) | [Español](#) | [Employment](#) | [Contact City](#) | [Privacy Policies](#)

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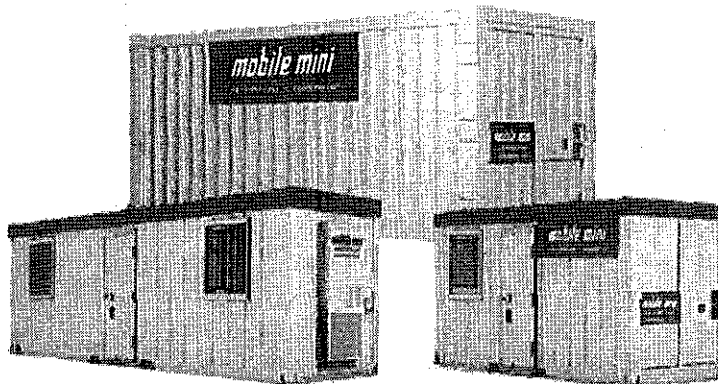




## Quotation

### Branch Location:

7600 S Swan Rd,  
Tucson, AZ 85765  
Salesperson Name: David Brown  
Phone #: (702) 534-4494 Ext #:  
Fax #:  
Email: dabrown@mobilemini.com



<b>Customer:</b> DESERT ARCHEOLOGY 3975 N TUCSON BLVD TUCSON, AZ 85716-1037	<b>Deliver To:</b> DESERT ARCHEOLOGY Silver Bell Rd Tucson, AZ 85745	<b>Quotation:</b> Rental Offsite Construction <b>Number:</b> 0001177406 <b>Delivery Date:</b> 09/01/2021 <b>Quote expires:</b> 03/29/2020
--	---	--

Qty	Product Description	Additional Information	Period	Price Per Item
1	20' STANDARD TRI CAM CONTAINER		Per Period	\$ 100.00 T
1	LLW		Per Period	\$ 15.50
1	PPE		Per Period	\$ 4.20
1	DELIVERY		One Time	\$ 105.00 T
1	Delivery Fuel Charge		One Time	\$ 25.00
1	PICKUP		One Time	\$ 105.00 T
1	Pickup Fuel Charge		One Time	\$ 25.00
<b>Totals:</b>				
Total Rental Charges				\$ 119.70
Total One-time Charges				\$ 260.00
Total Taxes 8.70%				\$ 33.03
Total Initial Charges				\$ 412.73
Total Recurring Charges				\$ 130.11
Total Term of Contract				\$ 933.17

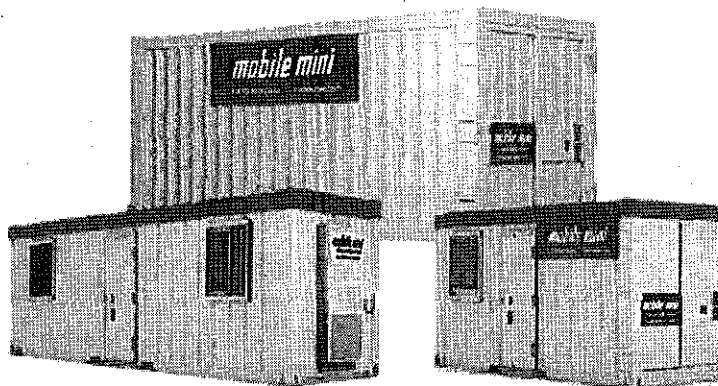
T = Taxable  
N = Not Taxable



# Quotation

## Branch Location:

7600 S Swan Rd,  
Tucson, AZ 85765  
Salesperson Name: David Brown  
Phone #: (702) 534-4494 Ext #:  
Fax #:  
Email: dabrown@mobilemini.com



<b>Customer:</b> DESERT ARCHEOLOGY 3975 N TUCSON BLVD TUCSON, AZ 85716-1037	<b>Deliver To:</b> DESERT ARCHEOLOGY Silver Bell Rd Tucson, AZ 85745	<b>Quotation:</b> Rental Offsite Construction <b>Number:</b> 0001177353 <b>Delivery Date:</b> 08/17/2020 <b>Quote expires:</b> 03/29/2020
--	---	--

Qty	Product Description	Additional Information	Period	Price Per Item
1	20' STANDARD TRI CAM CONTAINER		Per Period	\$ 100.00 T
1	LLW		Per Period	\$ 15.50
1	PPE		Per Period	\$ 4.20
1	DELIVERY		One Time	\$ 105.00 T
1	Delivery Fuel Charge		One Time	\$ 25.00
1	PICKUP		One Time	\$ 105.00 T
1	Pickup Fuel Charge		One Time	\$ 25.00
<b>Totals:</b>				
Total Rental Charges				\$ 119.70
Total One-time Charges				\$ 260.00
Total Taxes 8.70%				\$ 33.03
Total Initial Charges				\$ 412.73
Total Recurring Charges				\$ 130.11
Total Term of Contract				\$ 1,193.39

T = Taxable  
 N = Not Taxable



**ACE PUMPING & PORTABLES**

**8973 S. Eisenhower Rd.**

**Tucson, AZ 85756**

**P: 520-889-3000 F: 520-889-5222**

**Email: info@aceportables.com**

THIS QUOTE IS VALID FOR 6 MONTHS

Re: Quote for 1 Standard Unit, monthly

Dates: N/A

Delivery address: 85745

\*\*\*\*\*

1 Standard Units @ \$118.00

	\$ 118.00
TAX 6.1%	\$ 7.20
	<u>\$ 125.20</u>

**\* Please note that once the units are delivered, you become monetarily responsible for any damages made to the unit.**

Thank you,  
Melissa Lynch  
Office Manager



**WEST PRESS**

1663 West Grant Road Tucson, AZ 85745-1433  
Tel 520-624-4939 Fax 520-624-2715  
www.westpress.com

**ESTIMATE**

No. E#77588

Date 3/3/2020

Customer P.O. No.

Kathy S

Desert Archaeology, Inc.  
3975 North Tucson Blvd.  
Tucson AZ 85716  
Phone: 881-2244  
Fax: 881-0325

QUANTITY	DESCRIPTION	AMOUNT
150	Technical Report (perfect bound) Technical Report Front / Back Cover, 11 x 18.25 White 95# Topkote Dull Cover (FSC Certified) , Digitally Printed in Color on 1 side Technical Report Black ink pages, 8.5 x 11 White 60# Offset - white Smooth, 206 sheets, Digitally Printed in Black on 2 sides Technical Report Black/color inside pages, 8.5 x 11 White 60# Offset - white Smooth, 39 sheets, Digitally Printed color/black on 2 sides Technical Report Color/color inside pages, 8.5 x 11 White 60# Offset - white Smooth, 8 sheets, Digitally Printed in Color on 2 sides Technical Report Fold Out Pages - b/w, 11 x 17 White 60# Offset - white Smooth, 22 sheets, Digitally Printed in Black on 2 sides Technical Report Fold Out Pages - Color/black, 11 x 17 White 60# Offset - white Smooth, 10 sheets, Digitally Printed color/black on 2 sides	4,738.61
Taken by: Kathy S Account Type: Charge Account This estimate is good for 30 days from the above date. Prices are subject to change until final artwork is approved. Proof changes & corrections will add additional turnaround time & cost. Type & design changes are \$75.00 per hour. Overruns or underruns not to exceed 10% of the amount ordered shall constitute acceptable delivery and will be charged accordingly. Price includes one local delivery. Add tax if applicable. Terms 50% down, balance on delivery or approved credit.		<b>SUB</b> 4,738.61
		<b>TAX</b> 412.26
		<b>SHIPPING</b>
		<b>TOTAL</b> 5,150.87

Thank you for thinking of West Press for your printing and copying needs.

Approved by \_\_\_\_\_ Date \_\_\_\_\_



QUOTE

CSG A CONSTRUCTION SUPPLY GROUP COMPANY

BORDER CONSTRUCTION SPECIALTIE  
3143 N FREEWAY INDUSTRIAL LOOP  
TUCSON, AZ 85705-5002Phone: (520) 623-4100  
Toll Free: (877) 426-7337  
Fax: (520) 623-9513

UPC VENDOR	QUOTE DATE	ORDER NO.
000000	03/02/20	13823672-00
TAKEN BY	P.O. NO.	PAGE #
ppl1	QUOTE	1

CUST #: 6865200

SHIP TO: DESERT ARCHAEOLOGY  
DESERT ARCHAEOLOGY 3975 N.  
TUCSON BLVD  
TUCSON, AZ 85716CORRESPONDENCE TO: BORDER CONSTRUCTION SPECIALTIE  
3143 N FREEWAY INDUSTRIAL LOOP  
TUCSON, AZ 85705-5002BILL TO: DESERT ARCHAEOLOGY  
DESERT ARCHAEOLOGY 3975 N.  
TUCSON BLVD  
TUCSON, AZ 85716

JOB #	JOB NAME
INSTRUCTIONS	TERMS
	CASH SALE
SHIP POINT	SHIP VIA
Border Main - Tucson, AZ	OUR TRUCK
	SHIPPED

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	1151630 5"X25' WATTLE SOXX TAN 16 RL/PLT NO STAKES P05T-400S16W	96			ROLL	30.95	2971.20
2	106180200 WOOD STAKE 1" X 2" X 12" 50/BNDL	6			BDL	12.25	73.50
3	106254900 50LB POLY VINYL FILLED SAND BAG 15750 (56/PLT) 15750	50			BAG	5.95	297.50
3	Lines Total		Qty Shipped Total			Total	3342.20
						Freight Out	120.00
						Taxes	290.79
						Invoice Total	3752.99

Last Page This quotation is valid for 30 days. All shipments are based on F.O.B, unless otherwise noted.

CSG carries a complete line of construction specialties. Please see our catalog or call us for more information. You may also visit us at  
WWW.CONSTRUCTIONSUPPLYGROUP.COM.

## QUALITY THIN SECTIONS

9835 EAST CELESTE DR

TUCSON ARIZONA 85730

(520) 884-9935

## QUALITY THIN SECTIONS

At Quality Thin Sections we pride ourselves on delivering high quality thin sections and affordable lab work all within your timetable. As you look through the site please note that we keep our pricing and turnaround times easy to understand and straight forward. If you have any questions about any of our services, special requests, reference samples.

### STANDARD THIN SECTION (STS) \$17

24X46 mm Hand finished to 30 microns additional charge of \$1.00 for samples cut from hand specimen. coverslips/coverglass \$2.00

### POLISHED THIN SECTIONS \$32

finished to 30 microns with a polish suitable for even the most temperamental microprobes and SEMs

### OVERSIZED THIN SECTIONS \$35

2x3 inch slides. finished to 30 microns. add \$4.00 for coverslips

We can polish oversized sections..... \$64

## STAINING

### WE OFFER A WIDE VARIETY OF STAINS

potassium feldspar stain \$3

plagioclase feldspar stain \$3

combination feldspar stain \$5

carbonate stain \$1.25

### FLUID INCLUSION SECTIONS \$36

finished to your specifications. doubly polished and removable from the slide.

### ORE MOUNTS \$25

left 15 mm thick and highly polished, great for reflected light work and the perfect slide for cathodoluminescence work.

## IMPREGNATION

WE USE VACUUM TO IMPREGNATE OUR SAMPLES..

## Project Tasks and Schedule

Task/Subtask	Duration
NTP	Mid-April 2020
Task 1: Permitting and Pre-Fieldwork Services	
Task 1.1: Cartography	Mid-April to August 2020
Task 1.2a: Segment-Specific Plan - Draft	Mid-April to mid-June 2020
Task 1.2a: Segment-Specific Plan - Final	Mid-July 2020
Task 1.2b: Project Management Plan - Draft	Mid-April to mid-June 2020
Task 1.2b: Project Management Plan - Final	Mid-July 2020
Task 1.3: ASM Permitting	Mid-July to mid-August 2020
Task 1.4: Other Permits	Mid-July to mid-August 2020
Task 2: Phase I Data Testing	
Task 2.1: Intersite Investigation	Mid-August to September 2020
Task 2.2: Phase I Fieldwork	Mid-August to September 2020
Task 2.3: Meetings & Updates	Mid-August to September 2020
Task 2.4: End of Phase I Data Testing Fieldwork	September 2020
Task 3: Phase II Data Recovery Fieldwork	
Task 3.1: Phase II Data Recovery - Pre-Construction	October 2020 to March 2021
Task 3.2: Meetings and Updates - Pre-Construction	October 2020 to May 2021
Task 3.3: End of Pre-Construction Stage Findings Report - Draft	April 2021
Task 3.3: End of Pre-Construction Stage Findings Report - Final	May 2021
Task 3.1: Phase II Data Recovery - Construction	September 2022 to June 2023
Task 3.2: Meetings and Updates - Construction	September 2022 to August 2023
Task 3.4: Preliminary Findings Report - Draft	July 2023
Task 3.4: Preliminary Findings Report - Final	August 2023
Task 4: Archaeological Monitoring Fieldwork	
Task 4.1: Archaeological Monitoring	September 2021 to August 2023
Task 4.2: Updates	September 2021 to August 2023
Task 5: Analyses & Final Report	

<i>Task/Subtask</i>	<i>Duration</i>
Task 5.1: Analyses	June 2021 to December 2023
Task 5.2: Final Report - Draft	September 2023 to August 2024
Task 5.2: Final Report - Final	December 2024
Task 5.3: Updates	June 2021 to December 2024
Task 6: Relational Database of Project Archaeological Data	
Task 6.1: Spatial Data	June to August 2024
Task 6.2: Non-Spatial Data	June to August 2024
Task 7: Curation	December 2024
Task 8: Public Outreach & Interpretation	September 2022 to December 2023



**Certification**

All information contained in Desert Archaeology's cost proposal to the solicitation (SFQ-PO-200011) is current and accurate to the best my knowledge.

A handwritten signature in cursive script, appearing to read "Sarah Herr".

---

Sarah Herr, Ph.D.  
President



DESER-6

OP ID: DB

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/18/2020

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

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

<b>PRODUCER</b> Stuckey Ins & Assoc Agencies 2850 E Camelback Rd, Suite 325 Phoenix, AZ 85016 Scott Nugent, RPLU		602-264-5533		<b>CONTACT NAME:</b> Daniel Born	
				<b>PHONE (A/C, No, Ext):</b> 602-264-5533	
				<b>FAX (A/C, No):</b> 602-279-9336	
				<b>E-MAIL ADDRESS:</b> Daniel.Born@stuckeyinsurance.com	
				<b>INSURER(S) AFFORDING COVERAGE</b>	
				<b>INSURER A:</b> Westchester Fire Insurance Co	
				<b>INSURER B:</b>	
				<b>INSURER C:</b>	
				<b>INSURER D:</b>	
				<b>INSURER E:</b>	
				<b>INSURER F:</b>	
<b>INSURED</b> Desert Archaeology, Inc. 3975 N. Tucson Blvd Tucson, AZ 85716				<b>NAIC #</b> 10030	

## 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						<b>EACH OCCURRENCE</b> \$
							<b>DAMAGE TO RENTED PREMISES (Ea occurrence)</b> \$
							<b>MED EXP (Any one person)</b> \$
							<b>PERSONAL &amp; ADV INJURY</b> \$
	<b>GEN'L AGGREGATE LIMIT APPLIES PER:</b>						<b>GENERAL AGGREGATE</b> \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						<b>PRODUCTS - COMP/OP AGG</b> \$
	<b>OTHER:</b>						\$
	<b>AUTOMOBILE LIABILITY</b>						<b>COMBINED SINGLE LIMIT (Ea accident)</b> \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						<b>BODILY INJURY (Per person)</b> \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						<b>BODILY INJURY (Per accident)</b> \$
							<b>PROPERTY DAMAGE (Per accident)</b> \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						<b>EACH OCCURRENCE</b> \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						<b>AGGREGATE</b> \$
	<b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	<b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</b> <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A						<b>E.L. EACH ACCIDENT</b> \$
	<b>If yes, describe under DESCRIPTION OF OPERATIONS below</b>						<b>E.L. DISEASE - EA EMPLOYEE</b> \$
							<b>E.L. DISEASE - POLICY LIMIT</b> \$
A	<b>Professional Liab</b>			G27902601 005	09/21/2019	09/21/2020	<b>Per Claim</b> 2,000,000 <b>Aggregate</b> 2,000,000

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

**Professional Liability - Claims Made - Retro Date 01/01/1989**  
**RE: CT-SUS-20-273**

## CERTIFICATE HOLDER

PIMAC-6

Pima County  
Procurement Department  
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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/18/2020

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).

<b>PRODUCER</b> AssuredPartners of Arizona, LLC 4544 E Camp Lowell Dr Ste 110 Tucson AZ 85712-1282		<b>CONTACT</b> NAME: Joshua Parra PHONE (A/C, No, Ext): (520) 571-7737 FAX (A/C, No): (520) 571-9115 E-MAIL ADDRESS: joshua.parra@assuredpartners.com	
<b>INSURED</b> Desert Archaeology, Inc. 3975 N Tucson Blvd. Tucson AZ 85716-1037		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Continental Casualty Co. NAIC # 20443 INSURER B: National Fire Ins of Hartford 20478 INSURER C: Continental Insurance Company 35289 INSURER D: INSURER E: INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER: 19.20 MASTER** **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 <input checked="" type="checkbox"/> Data Breach \$100k per occ \$100k agg, \$1k ded GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		B6020700719	9/1/2019	9/1/2020	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 Valuable Papers \$ 25,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		BUA6016697600	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			B6016697645	9/1/2019	9/1/2020	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	N/A	WC620701787	9/1/2019	9/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)  
When required by written contract, COUNTY and the City of Tucson, their departments, districts, boards, commissions, officers, officials, agents, and employees are additional insureds on a primary and noncontributory basis with respect to General and Auto Liability arising out of the activities performed by or on behalf of the CONSULTANT.

<b>CERTIFICATE HOLDER</b> Judy.Cooper@pima.gov; Matthew Pima County Procurement Dept Design & Construction Division 130 W Congress St 3rd Floor Tucson, AZ 85701	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE D Lovitt Jr, CLU/JOSH
---	---

**IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.**

**BLANKET ADDITIONAL INSURED ENDORSEMENT  
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

**&**

**BLANKET WAIVER OF SUBROGATION**

**Architects, Engineers and Surveyors**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COMMON POLICY CONDITIONS

**A. Who is An Insured** is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the:
  - a. "Bodily injury" or "property damage"; or
  - b. Offense that caused the "personal and advertising injury";for which the additional insured seeks coverage

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

1. The person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
  - a. Your acts or omissions; or
  - b. The acts or omissions of those acting on your behalf,in the performance of your ongoing operations specified in the written contract or written agreement; or
- c. "Your work" that is specified in the written contract or written agreement, but only for "bodily injury" or "property damage" included in the "products-completed operations hazard", and only if:
  - (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
  - (2) This Coverage Part provides such coverage.
2. 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.
3. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
  - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
  - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.

4. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

C. Under **Businessowners Liability Conditions**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph D.2. below:
  - a. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
  - b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs 2. and 3. and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraph 2. and replace it with the following:

2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

All other terms and conditions of the Policy remain unchanged.



**BLANKET ADDITIONAL INSURED  
AND  
LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COMMON POLICY CONDITIONS

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<b><u>C. Additional Provisions Pertinent to Additional Insured Coverage</u></b>
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<b><u>2. Definition of "written contract."</u></b>
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<b><u>B. Broad Knowledge of Occurrence</u></b>
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**I. BLANKET ADDITIONAL INSURED PROVISIONS**

**A. 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 under a "written contract" 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 omissions 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.

**B. MISCELLANEOUS ADDITIONAL INSURED**

- 1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs 3.a. through 3.j. below whom you are required to add as an additional insured on this policy under a "written contract".
- 2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
  - a. A higher limit of insurance than required by such "written contract";
  - b. Coverage broader than required by such "written contract" and in no event greater than that described by the applicable paragraph a. through k. below; or
  - c. Coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard." But this paragraph c. does not apply to the extent coverage for such liability is provided by paragraph 3.j. below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

- 3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

- a. **Controlling Interest**

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

- (1) such person or organization's financial control of you; or
    - (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.



**b. 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 for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.

**c. Grantor of Franchise**

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" as grantor of a franchise to you.

**d. Lessor of Equipment**

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

**e. Lessor of Land**

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**f. Lessor of Premises**

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**g. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" 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, on behalf of or for such additional insured.

**h. State or Political Subdivisions**

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (1) The following hazards 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
  - (c) The ownership, maintenance or use of any elevators covered by this insurance; or



(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

With respect to this provision's requirement that additional insured status must be requested under a "written contract", we will treat as a "written contract" any governmental permit that requires you to add the governmental entity as an additional insured.

**i. Trade Show Event Lessor**

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" cause by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

**j. Other Person or Organization**

Any person or organization who is not an additional insured under paragraphs a. through i. above. Such additional insured is an insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering or failure to render any professional services;
- (2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:
  - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and
  - (b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

**C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE**

With respect only to additional insured coverage provided under paragraphs A. and B. above:

1. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

2. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- a. Is currently in effect or becomes effective during the term of this policy; and
- b. Was executed prior to:



- (1) The "bodily injury" or "property damage"; or
  - (2) The offense that caused the "personal and advertising injury";
- for which the additional insured seeks coverage.

## **II. LIABILITY EXTENSION COVERAGES**

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

### **A. Bodily Injury – Expanded Definition**

Under **Liability and Medical Expenses Definitions**, the definition of "Bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical 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 physical injury, sickness or disease.

### **B. Broad Knowledge of Occurrence**

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above 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 applies separately to you and any additional insured.

### **C. Estates, Legal Representatives and Spouses**

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

### **D. Legal Liability – Damage To Premises**

1. 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."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph (14) of the exclusion entitled **Personal and Advertising Injury**:

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**.

3. The first Paragraph under item 5. **Damage To Premises Rented To You Limit** of the section entitled **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.

#### **E. Personal and Advertising Injury – Discrimination or Humiliation**

1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:
  - 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.
- 2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising injury** is amended to add the following additional exclusions:
  - (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) **Employment Related Discrimination**  
Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.
  - (17) **Fines or Penalties**  
Fines or penalties levied or imposed by a governmental entity because of discrimination.
- 3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

**F. Personal and Advertising Injury - Broadened Eviction**

Under **Liability and Medical Expenses Definitions**, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with 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 its owner, landlord or lessor.

**G. Waiver of Subrogation – Blanket**

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.

All other terms and conditions of the Policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****INFLATION GUARD**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following coverage is added to your Businessowners Special Property Coverage Form:

**Inflation Guard**

1. The limit of Insurance for Building will be increased by the annual percentage shown in the Declarations, if you choose this optional coverage.

The limit of Insurance for Business Personal Property will be increased by the annual percentage shown in the Declarations, if you choose this optional coverage.

2. The amount of increase will be:
  - a. The limit that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the limit; times

- b. The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 5% is .05); times
- c. The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the limit, divided by 365.

**Example:**

If: the applicable limit is \$100,000.

The annual increase is 5%.

The number of days since the beginning of the policy year (or last policy change) is 146.

The amount of increase is:

$\$100,000 \times .05 \times 146 / 365 = \$2,000.$

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –**  
**SCHEDULED PERSON OR ORGANIZATION - WITH PRODUCTS COMPLETED**  
**OPERATIONS COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

**SCHEDULE\***

**Name Of Person Or Organization:**

The State of Arizona, its departments, agencies  
boards, commissions, universities and its officers,  
officials, agents and employees

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

**A. The following is added to Paragraph C. Who Is An Insured:**

4. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury," caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf

in the performance of your ongoing operations for the additional insured(s); at the location(s) designated above; or

- c. "Your work" that is included in the "products-completed operations hazard" and performed for the additional insured, but only if this Policy provides such coverage, and only if the written contract or written agreement requires you to provide the additional insured such coverage.

- B. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:

1. The rendering of, or the failure to render any professional architectural, engineering, or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

2. "Bodily Injury," "property damage," or "personal and advertising injury" arising out of any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Policy.

**C. The following is added to Paragraph H. of the Businessowners Common Policy Conditions:**

**H. Other Insurance**

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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF SUBROGATION**

**SCHEDULE**

**Name Of Person Or Organization:**

The State of Arizona, its departments, agencies  
boards, commissions, universities and its officers,  
officials, agents and employees

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COMMON POLICY CONDITIONS**

We waive any right of recovery we may have against:

1. Any person or organization shown above or in the Declarations; or
2. Any person or organization with which you have a written contract that requires such a waiver, provided the contract was executed prior to the loss.

All other terms and conditions of the Policy remain unchanged.





DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "**insureds**" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** DESERT ARCHAEOLOGY, INC.

**Endorsement Effective Date:** 09/01/2019

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**

The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees

ARIZONA DEPARTMENT OF TRANSPORTATION

ARIZONA DEPARTMENT OF PUBLIC SAFETY

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Form No: CA 20 48 10 13

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: BUA 6016697600

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Endorsement No: 5; Page: 1 of 1

Policy Page: 39 of 74

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606





**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** DESERT ARCHAEOLOGY, INC.

**Endorsement Effective Date:** 09/01/2019

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees

ARIZONA DEPARTMENT OF TRANSPORTATION

ARIZONA DEPARTMENT OF PUBLIC SAFETY

AZTEC

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the **"accident"** or the **"loss"** under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 3; Page: 1 of 1

Writing Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 6016697600

Policy Effective Date: 09/01/2019

Policy Page: 36 of 74



EXTENDED COVERAGE ENDORSEMENT - BA PLUS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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.

Form No: SCA 23 500 D (10-2011)

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: BUA 6016697600

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Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606



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:

- (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

Form No: SCA 23 500 D (10-2011)

Endorsement Effective Date:

Endorsement Expiration Date:

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- 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:

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- 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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**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.



**Workers Compensation And Employers Liability Insurance**  
**Policy Endorsement**

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

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

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

**Schedule**

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 1; Page: 1 of 1

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**Workers Compensation And Employers Liability Insurance**  
**Policy Endorsement**

**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**

THE STATE OF ARIZONA, ITS DEPARTMENTS, AGENCIES, BOARDS, COMMISSIONS, UNIVERSITIES AND ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

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**ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY**

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

**SCHEDULE**

**Name of Additional Insured Person Or Organization**

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED

BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

TO NAME AS AN ADDITIONAL INSURED

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 13; Page: 1 of 1

Policy No: BUA 6016697600

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