



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 10/20/20

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Desert Archaeology, Inc.

**\*Project Title/Description:**

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

**\*Purpose:**

Amendment: Contract No. CT-SUS-20-273, Amendment No. One (1). This amendment modifies the scope of work to add community outreach and ethnographic services and increases the contract amount by \$72,227.80 for a cumulative not-to-exceed amount of \$3,212,019.06. Administering Department: Office of Sustainability and Conservation.

**\*Procurement Method:**

Pursuant to Solicitation for Qualifications No. SFQ-PO-2000011, on 04/07/20, the Board of Supervisors awarded a contract for this project in the amount of \$3,139,791.26 for a contract term of 04/07/20 to 03/31/25.

Attachment: Amendment No. One (1).

**\*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.

To: COB- 9-30-20  
Ver. -- 6  
Pgs - 4 (1)

**Contract / Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
 Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount: \$\* \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_

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

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

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

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

Were insurance or indemnity clauses modified? ☐ Yes ☐ No

If Yes, attach Risk's approval.

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

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

**Amendment / Revised Award Information**

Document Type: CT Department Code: SUS Contract Number (i.e., 15-123): 20-273  
 Amendment No.: One (1) AMS Version No.: Six (6)  
 Commencement Date: 10/20/20 New Termination Date: \_\_\_\_\_  
 Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☒ Expense or ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 72,227.80

Is there revenue included? ☐ Yes ☒ No If Yes \$ 0.00

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

Funding from General Fund? ☐ Yes ☒ No If Yes \$ 0.00 % 0.00

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

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

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

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

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

**\*Funding Source:** \_\_\_\_\_

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

Contact: Matthew Sage, CPPB **Matt Sage** Digitally signed by Matt Sage  
DN: cn=Matt Sage, o=Pima County  
ou=Procurement, email=Matthew.Sage@pima.gov,  
c=US  
Date: 2020.09.25 12:43:29 -0700 **Terri Spencer** Digitally signed by Terri Spencer  
DN: cn=Terri Spencer, o=Pima County  
ou=Procurement Department,  
email=terri.spencer@pima.gov, c=US  
Date: 2020.09.25 13:38:01 -0700

Department: Procurement Mary Jo Furphy Digitally signed by Mary Jo Furphy  
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Date: 2020.09.25 15:51:23 -0700 Telephone: 724-8586

Department Director Signature/Date: \_\_\_\_\_ Nancy Cole for SUS, 9/28/2020

Deputy County Administrator Signature/Date: \_\_\_\_\_ 9/29/2020

County Administrator Signature/Date: \_\_\_\_\_ 9/29/20  
(Required for Board Agenda/Addendum Items)

**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, AZ 85716

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

**AMENDMENT NO.:** One (1)

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

<b>CONTRACT TERM:</b> 04/07/20 to 03/31/2025	<b>ORIGINAL CONTRACT AMOUNT:</b>	\$	3,139,791.26
<b>TERMINATION PRIOR AMENDMENT:</b> N/A	<b>PRIOR AMENDMENT(S):</b>	\$	-
<b>TERMINATION THIS AMENDMENT:</b> 03/31/2025	<b>AMOUNT THIS AMENDMENT:</b>	\$	72,227.80
	<b>REVISED CONTRACT AMOUNT:</b>	\$	3,212,019.06

**CONTRACT AMENDMENT**

**WHEREAS,** COUNTY and CONSULTANT have entered into the Contract referenced above; and

**WHEREAS,** COUNTY and CONSULTANT agree to add Task 8.2 to provide community outreach and ethnographic services in support of cultural resource interpretations and public outreach products; and

**WHEREAS,** COUNTY and CONSULTANT have agreed to modify the Contract to reflect these changes.

**NOW, THEREFORE,** it is agreed as follows:

**CHANGE:** The second paragraph in **ARTICLE 2 – SCOPE OF SERVICES**, as follows:

From: "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."

To: "CONSULTANT agrees to provide Architectural and Engineering Design Services for the COUNTY as described in EXHIBIT "A" - SCOPE OF SERVICES (18 pages) and **EXHIBIT "A-1" SCOPE OF SERVICES (1 page)**, attachments 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."

**CHANGE:** The second and third paragraphs in **ARTICLE 4 – COMPENSATION AND PAYMENT**, as follows:

From: "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."

To: ""The total of all payments to CONSULTANT for services provided under this Contract will not exceed **Three Million Two Hundred Twelve Thousand Nineteen Dollars and Six Cents (\$3,212,019.06)**.

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) and Exhibit "B-1 – COMPENSATION SCHEDULE" (1 page). 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."

**ADD: EXHIBIT "A-1" – SCOPE OF SERVICES, (1 page).**

**ADD: EXHIBIT "B-1" – COMPENSATION SCHEDULE, (1 page).**

All other provisions of the Contract, not specifically changed by this Amendment, shall remain in effect and be binding upon the Parties.

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

APPROVED:

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

\_\_\_\_\_  
Date

CONSULTANT:

Sarah Herr  
\_\_\_\_\_  
Signature

Sarah Herr, President  
\_\_\_\_\_  
Name and Title (Please Print)

9/29/2020  
\_\_\_\_\_  
Date

ATTEST:

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

APPROVED AS TO FORM:

Kell Olson  
\_\_\_\_\_  
Deputy County Attorney

Kell Olson  
\_\_\_\_\_  
Name (Please Print)

09/28/2020  
\_\_\_\_\_  
Date

## **EXHIBIT “A-1” - SCOPE OF SERVICES (1 page)**

### **Task 8.2. Community Outreach – Ethnographic Services**

Anthropological Research will provide ethnographic services in support of cultural resource interpretations and public outreach products for work being conducted in the Silverbell Archaeological District as part of the Silverbell Widening Project, Segment II. Three tribes will be invited to participate, the Tohono O'odham, the Yaqui, and Hopi. Place-based interviews will be conducted with the Tohono O'odham and the Yaqui. Opportunities for visiting data recovery phases are ideally spring 2021 but acknowledging that health risks may still be of concern, another data recovery phase will take place around 2023. Alternative plans for field visits can also be developed. This work would be followed by an in-office meeting during the analysis phases of the project. When working with Hopi, we will plan one meeting at which the consultants drive through the Silverbell District – we will likely visit sites where archaeological investigations have been completed and perhaps road construction begun. We will work with Hopi in the office using maps, artifacts, photographs, and possibly videos. Anthropological Research will work with Desert Archaeology and Pima County to develop questions about the road widening project, the cultural resources project, and the archaeological and historical findings. Anthropological Research, Desert Archaeology, and Pima County will work together to plan and implement the field visits. The field visits and in office sessions may be documented through audio and video as well as standard field notes. We will ask Anthropological Research to help solicit permissions for use of audio and video products and help to develop a curation plan for these products that is sensitive to tribal interests. We expect work to be intermittent, as tied to field seasons and analysis schedules, and be conducted between 2021 and 2024.

**END OF EXHIBIT “A-1” – SCOPE OF SERVICES**

## EXHIBIT "B-1" - COMPENSATION SCHEDULE (1 page)

### Community Outreach: Silverbell Widening Project - Segment II

#### Anthropological Research, LLC

##### Personnel

	No.	Rate	Unit	Total
<b>T. J. Ferguson, Ph.D. (Principal Investigator/Senior Ethnographer)</b>				
Field Work; Research; Report Preparation; Review Session	96	\$85.15 /hour		\$8,174.40
Meetings with Pima County, DAI	20	\$85.15 /hour		\$1,703.00

##### Maren Hopkins, M.A. (Project Director/Ethnographer)

Fieldwork and Review Session	136	\$65.50 /hour		\$8,908.00
Research; Report Preparation; Administrative Tasks	160	\$65.50 /hour		\$10,480.00
Meetings with Pima County, DAI	20	\$65.50 /hour		\$1,310.00

##### Michael Spears or Barry Price Steinbrecher (GIS Specialist/Ethnographer)

Fieldwork and Review Session	136	\$52.40 /hour		\$7,126.40
Research; Report Preparation; Transcriptions	240	\$52.40 /hour		\$12,576.00
Meetings with Pima County, DAI	20	\$52.40 /hour		\$1,048.00

##### Travel Expenses (Review sessions)

Meals and Incidentals (2 people x 3 days @ Flagstaff high-season rate)	6	\$56.00 /day		\$336.00
Lodging (2 people x 2 nights @ Flagstaff high-season rate)	4	\$146.00 /night		\$584.00
Mileage	1000	\$0.445 /mile		\$445.00

##### Specialist Fees (Local and Non-local Experts)

##### Personnel

Field work (15 people x 4 days @ \$200/day )	60	\$200.00 /day		\$12,000.00
Review Session (15 person days)	15	\$200.00 /day		\$3,000.00

##### Travel Expenses for Specialists

Meals and Incidentals (non-local expert) (5 people x 4 days @ Tucson high-season rate)	20	\$51.00 /day		\$1,020.00
Lodging (non-local expert) (5 people x 3 nights @ Tucson high-season rate)	15	\$119.00 /night		\$1,785.00
Lunch (local experts) 10 people x 4 days	40	\$13.00 /day		\$520.00
Mileage	1600	\$0.445 /mile		\$712.00

##### Supplies and Report Production

Expendable Supplies				\$500.00
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#### A.R., LLC, GRAND TOTAL

\$72,227.80

END OF EXHIBIT "B-1" COMPENSATION SCHEDULE