



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 05/21/2024

or Procurement Director Award:

* = Mandatory, information must be provided

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

AZTEC Engineering Group, Inc. (Headquarters: Phoenix, AZ)

***Project Title/Description:**

Cultural Resource Services for the Pima County Regional Middle Mile Project (PCRMMP)

***Purpose:**

Award: Contract No. CT-CPO-24-429. The award of contract is to the highest qualified consultant in the amount of \$1,326,081.48 for a contract term of 05/21/24 to 12/31/28 for Cultural Resource Services for the Pima County Regional Middle Mile Project, Phase 1 Documentation and Inventory. Administering Department: Project Design and Construction.

***Procurement Method:**

Solicitation for Qualifications No. SFQ-PO-2400014 was conducted in accordance with A.R.S. § 34-603 and Pima County Board of Supervisors Policy D29.1. Three (3) responsive statement of qualifications were received and evaluated by a seven (7) member committee using qualifications and experience-based selection criteria. Based on 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 highest qualified consultant is recommended for award.

Attachments: Notice of Recommendation for Award and Contract.

***Program Goals/Predicted Outcomes:**

Pima County received grant funding from the National Telecommunications and Information Administration (NTIA) Enabling Middle Mile Broadband Infrastructure to expand and extend middle mile infrastructure to create a 134 mile contiguous open access fiber optic network ring around its urban core.

***Public Benefit:**

The proposed middle mile infrastructure project will reduce the cost for last mile providers to connect unserved and underserved communities by providing a neutral network that last mile providers can access in a non-discriminatory open access model.

***Metrics Available to Measure Performance:**

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

***Retroactive:**

No.

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

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

Contract / Award Information

Document Type: CT Department Code: CPO Contract Number (i.e., 15-123): 24-429
Commencement Date: 05/21/24 Termination Date: 12/31/28 Prior Contract Number (Synergen/CMS): _____
 Expense Amount \$ 1,326,081.48 * Revenue Amount: \$ _____

***Funding Source(s) required: Non-Bond Projects Funds (Capital Project Funds)**

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? Vendor

Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

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

Expense Revenue Increase Decrease Amount This Amendment: \$ _____

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

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

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

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

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

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

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

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

***Funding Source:** _____

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

Contact: Procurement Officer Dawn Dargan

Digitally signed by Dawn Dargan
Date: 2024-04-30 17:02:17-07'00

Division Manager Scott Loomis

Digitally signed by Scott Loomis
Date: 2024-04-30 13:32:59-07'00

Department: Procurement Director Terri Spencer

Digitally signed by Terri Spencer
Date: 2024-04-30 17:02:17-07'00

Telephone: 520-724-9071

Department Director Signature: Terri Spencer

Date: 5/3/24

Deputy County Administrator Signature: SO

Date: 5-3-24

County Administrator Signature: CC

Date: 5/3/2024



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: April 12, 2024

The Procurement Department hereby issues formal notice to respondents to Solicitation No. SFQ-PO-2400011 for Cultural Resources Services for Pima County Middle Mile Broadband Infrastructure Project (PCRMMP) 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 May 21, 2024.

Award is recommended to the most qualified Respondent.

AWARDEE NAME

AZTEC Engineering Group, Inc.

OTHER RESPONDENT NAMES

Desert Archaeology, Inc.

Tetra Tech, 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: Dawn Dargan, Procurement Officer

Telephone Number: 520-724-9071

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

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

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PIMA COUNTY PROJECT DESIGN AND CONSTRUCTION DEPARTMENT

PROJECT: CULTURAL RESOURCES SERVICES FOR PIMA COUNTY REGIONAL MIDDLE MILE PROJECT (PCRMMP)

CONSULTANT: AZTEC Engineering Group, Inc.

CONTRACT NO.: CT-CPO-24-429

AMOUNT: \$1,326,081.48

FUNDING: Non-Bond Projects Funds (Capital Project Funds)

CONSULTANT SERVICES CONTRACT

1. Parties, Background and Purpose

- 1.1. Parties. This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereafter called County, and AZTEC Engineering Group, Inc., hereinafter called Consultant, and collectively referred to as the Parties.
- 1.2. Authority. County requires the services of a Consultant registered in the State of Arizona and qualified to provide Cultural Resource Services for the Pima County Regional Middle Mile Project ("Project").
- 1.3. Solicitation. County previously issued Solicitation No. SFQ-PO-2400011 for Cultural Resources Services for Pima County Regional Middle Mile Project (the Solicitation). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documentation submitted by Consultant in response to the Solicitation, are incorporated into this Contract by reference.
- 1.4. Consultant's Response. Consultant's representations in response to Pima County Solicitation No. SFQ-PO-2400011, Consultant was determined to be the most qualified for this Project.

2. Term and Extension/Renewal/Changes

- 2.1. Initial Term. This Contract, as approved by the Board of Supervisors, commences on May 21, 2024, and terminates on December 31, 2028, unless sooner terminated or further extended pursuant to the provisions of this Contract.
- 2.2. Extension Options. County has the option to extend the contract termination date for purposes of project completion. Any modification or extension of the contract termination date must be by formal written amendment executed by the Parties.
3. **Scope of Services.** Consultant agrees to provide Cultural Resource Services for the County as described in Exhibit A – Scope of Services (16 pages), an attachment to this contract, and to complete such services within the term and value of this contract as it may be modified in accordance with Section 5. Amendments and changes to the Scope must be approved by the Board of Supervisors or the Procurement Director before the work under the amendment commences.

This Contract is funded wholly or partially by the National Telecommunications and Information Administration (NTIA) and is subject to the requirements of Exhibit C – Contract Provisions (2 pages).

4. Definitions

- 4.1. **Other Direct Costs.** Other Direct Costs are those costs that can be specifically identified within this Contract, are required for performance of the Contract, and are actually incurred. This includes Subcontract or Subconsultant costs; reproduction, copy and printing costs; courier services; and similar costs specifically necessary for this Contract and approved by County.
- 4.2. **Cost Plus Fixed Fee.** The modified Cost Plus Fixed Fee (CPFF) is a compensation method that provides compensation to Consultant for actual costs of Direct Labor, Indirect, and Other Direct Costs incurred up to a “not-to-exceed” amount, plus a fixed Fee amount for the successful performance of the work. The Fee amount may initially be determined as a percentage of the estimated not-to-exceed costs. Once negotiated, the Fee amount becomes fixed and does not vary with actual costs. The Fee may only be in accordance with Section 5.
- 4.3. **Critical Path Method.** The Critical Path Method (CPM) is a way of depicting the sequence of activities in a project, including interdependencies, and containing all activities needed for successful completion of the Work. Delay in the completion of activities on the critical path will extend the completion date.
- 4.4. **Direct Labor Costs.** Direct Labor Costs are the total number of allowable hours worked on the Project by each individual multiplied by the Labor Rate, identified in Exhibit B – Compensation Schedule (34 pages).
- 4.5. **Fee.** Fee is the amount, independent of actual costs, that the Consultant is allowed for assuming risk and to stimulate efficient contract performance. Fee includes compensation to Consultant for both profit and unallowable costs. Efficient cost control will allow Consultant to earn a higher profit margin without adjustment of the fee amount. Conversely, inefficient cost control will result in a lower profit margin.
- 4.6. **Float.** Float is the number of days by which an activity not on the critical path in a CPM network may be delayed before it extends the completion date.
- 4.7. **Labor Rates.** Labor rates are the actual cost of salary paid to employees of Consultant and identified in Exhibit B – Compensation Schedule.
- 4.8. **Not to Exceed Cost.** The Not to Exceed Cost for a task is the sum of the agreed Direct Labor costs, indirect costs, and other reimbursable costs of the task defined in the original Project Baseline. Actual Direct Labor costs may be invoiced based on hours worked, per discipline, per task, or a percent complete by task for the period. Consultant assumes all risk for providing the requested task/deliverables at or below the original estimated cost, unless an equitable adjustment to the scope and/or fee are made by amendment to the Contract. Any costs incurred by Consultant beyond the not-to-exceed amount identified which are not attributable to any change in the project baseline are unallowable. Unallowable costs are compensated through the Consultant’s fixed Fee.
- 4.9. **Indirect Costs.** Indirect costs are at the overhead rate identified in Exhibit B – Compensation Schedule.
- 4.10. **Project Baseline.** The agreed Contract scope of services, total Not-to-Exceed Cost plus Fixed-Fee (CPFF), the allocation thereof among Contract tasks, and the accompanying schedule and expectations/assumptions upon which the scope of services and schedule are based, collectively constitute the Project Baseline.

5. Compensation and Payment

- 5.1. **Rates; Adjustment.** County will pay Consultant on a modified Not-to-Exceed Cost plus Fixed Fee (CPFF) basis, not to exceed the total amount of this Contract. Cost is comprised of Consultant's Direct Labor Costs, Indirect Costs and Other Direct Costs. Consultant's fee will remain fixed and may be adjusted only as provided in Section 5 and Section 6.
- 5.2. **Compensation Schedule.** Consultant's total CPFF will be allocated among the major tasks contemplated by this Contract in such manner that each major deliverable will have associated with it a not-to-exceed cost, plus a fixed fee amount, incorporated herein as Exhibit B – Compensation Schedule. Consultant may invoice monthly for the actual costs incurred plus a pro-rata portion of the fee amount for each task. Consultant will calculate actual costs based on actual hours spent, to which the agreed overhead rate may be applied, plus Other Direct Costs. Actual Costs may then be represented as percentage of the "not to exceed" cost amount associated with that task on the Consultant's invoice for billing purposes. Calculations and supporting data will be made available to County at any time, upon request. The cumulative payment for the actual costs of any task may not be more than the "not to exceed" cost amount associated with that task. Upon completion of the Scope of Work, (including acceptance by County of all associated deliverables), County will pay the balance of the fixed fee to Consultant.
- 5.3. **Hourly Rates.** Hourly rates and all other rates included under this Contract will remain fixed throughout the term of the contract. County may consider adjustments to rates in connection with any extensions of the contract term.
- 5.4. **Maximum Payment Amount.** The total of all payments to Consultant for services provided under this Contract will not exceed \$1,326,081.48.
- 5.5. **Timing of Invoices.** Unless otherwise agreed, Consultant will submit invoices monthly.
- 5.6. **Content of Invoices.** All invoices will be accompanied by a narrative description of the work performed during the period covered by the invoice, time accounting information, and an allocation of all direct costs, including reimbursable costs and Subconsultant charges, to the tasks identified in the Scope of Services for which those costs were incurred. The time accounting information should be sufficient to show the workers and hours worked by day for the period covered by the invoice. Subconsultant charges must be supported by appropriate documentation with each separate invoice submitted. Invoices approved for payment will be paid within 30 days.
- 5.7. **Invoice Adjustments.** For the period of record retention required under Section 25, County reserves the right to question any payment made under this Section and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.
- 5.8. **Additional Services.** Consultant will not perform work in excess of the contract amount without prior authorization by an amendment executed by the Parties. Work performed in excess of the contract amount without prior authorization by amendment is at Consultant's own risk. Additional Services identified in Exhibit B – Compensation Schedule, are services within the scope of this Contract but not included within the Tasks identified as of the effective date of this Contract. If ordered, Consultant will invoice additional Services at the rates incorporated into this Contract as in 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.

5.9. **Invoice Discrepancies.** County has 10 calendar days from the date of invoice to notify Consultant of any invoicing discrepancies. County and Consultant will meet to resolve any discrepancies before the invoice is approved or rejected for payment. Subconsultant charges must be supported by appropriate documentation upon request by County.

6. Project Baseline and Adjustments

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

6.2. **Project Baseline Adjustments.** Although the Baseline reflects the best estimates and expectations of the Parties at the time of agreement, there is an element of uncertainty associated with the design process that makes the actual schedule and effort required to complete the work difficult or impossible to establish in advance. Unusual citizen input, litigation, regulatory changes, significant delays by utilities or others, unforeseen decisions or commitments by policy makers, or other unanticipated events or factors beyond the control of the Parties that differ materially from the expectations of the Parties may delay or disrupt the schedule and/or require a change in the level of resources or effort. The Project Baseline may be adjusted as follows:

6.2.1. A delay in the work attributable to a failure by County to adhere to its estimates with respect to schedule is an excusable delay for which an adjustment may be made to the schedule. In any such case affecting a task on the critical path, the schedule of the affected task or activity may be extended one day for each day of County -caused delay; provided, however, that if the County -caused delay overlaps a period of delay attributable to any other cause, the extension for County -caused delay is limited to the number of non-overlapped days of County -caused delay.

6.2.2. There is no adjustment for any delay in the work attributable to a failure by Consultant to adhere to its commitments with respect to schedule. In the event of a significant delay attributable to a failure by Consultant to adhere to its schedule expectations, Consultant will provide a recovery plan to County within five days of County's request. For the purposes of this paragraph, a delay arising from or attributable to a necessity for Consultant to make more than two submissions of plans or documents for approval is a failure by Consultant to adhere to its schedule commitments. Consultant's work associated with additional reviews is non-compensable.

6.2.3. A delay in the work attributable to any other cause that differs materially from the expectations of the parties regarding that cause is an excusable delay for which the parties will negotiate an appropriate schedule adjustment. If the period of delay attributable to any cause under this paragraph overlaps a period of delay attributable to any other cause, the adjustment under this paragraph will be made first and the delay attributed to such other cause will be limited to that occurring outside of the overlap.

- 6.2.4. If any of the causes of delay in subparagraphs 6.2.1 or 6.2.3 above affects a task or activity on the critical path, then the schedule adjustment may include adjustment to the completion date. If the cause does not affect a task or activity on the critical path, then the adjustment will be made from Float and the completion date will not change.
- 6.2.5. If any of the causes of delay in subparagraphs 6.2.1 or 6.2.3 above results in material provable additional costs to the affected task or tasks as a result of disruption of the schedule, then the parties will negotiate an equitable adjustment to the cost for the affected task or tasks, but not to the fee.
- 6.2.6. The parties will negotiate an equitable adjustment of cost and fee for any task or tasks for which there is any significant change in the level of effort arising from additional or changed work requested or directed in writing by County that materially deviates from or adds to the baseline expectations or assumptions of the Parties with respect to the work.
- 6.2.7. If any action, comment, cause, decision, or other event attributable to any third party results in a change in requirements that differs materially from expectations, then the Parties will negotiate in good faith an equitable adjustment in the cost and fee for the affected task or tasks.

6.3. Completion Date. Consultant agrees to complete the work by the completion date in the schedule, as it may be adjusted under the preceding provisions of this Section. Costs incurred by Consultant to complete the work after the completion date in the schedule are not reimbursable under this Contract.

7. Reallocation of Funds

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

required effort such that the task may be completed for less than the balance of the task remaining after the transfer.

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

8.1. **Ratings.** Consultant's insurance will be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers will have an "A.M. Best" rating of not less than A- VII. County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

8.2. **Insurance Coverages and Limits.**

8.2.1. **Minimum Scope and Limits of Insurance:** Consultant will procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

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

8.2.1.2. **Business Automobile Liability** – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.

8.2.1.3. **Workers' Compensation and Employers' Liability** - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$1,000,000.

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

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

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

8.3. Additional Insurance Requirements:

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

- 8.3.1. Additional Insured: The General Liability and Business Automobile Liability Policies will each be endorsed to include County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insured's with respect to liability arising out of the activities performed by or on behalf of Consultant.
- 8.3.2. Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Consultant.
- 8.3.3. Primary Insurance: Consultant's policies will stipulate that the insurance afforded Consultant will be primary and that any insurance carried by the Department, its agents, officials, employees or County will be excess and not contributory insurance.
- 8.3.4. Insurance provided by Consultant will not limit Consultant's liability assumed under the indemnification provisions of this Contract.

8.4. Notice of Cancellation:

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

8.5. Verification of Coverage:

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

- 8.5.1. All certificates and endorsements, as required by this written agreement, are to be received and approved by County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 8.5.2. All certificates required by this Contract will be sent directly to the Department. County project or contract number and project description will be noted on the certificate of insurance. County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

8.6. Approval and Modifications:

The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance

certificate or endorsement, nor the County's receipt of any other information from the Consultant, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

9. Indemnification

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

10. Laws and Regulations

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

11. **Status of Consultant.** Consultant is an independent Consultant. Neither Consultant, nor any of Consultant's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Consultant is responsible for paying all federal, state, and local taxes on the compensation received by Consultant under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Consultant's failure to pay such taxes.

12. Consultant's Performance

- 12.1. **Performance.** Consultant will perform the work with the degree of care and skill required of any similarly situated Arizona registrant. Consultant will employ suitably trained and skilled professional personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this contract, Consultant will obtain County's approval.
- 12.2. **Responsibility.** Consultant is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Consultant under this Contract. Without additional compensation, Consultant will correct or revise any errors, omission, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of Consultant found during or after the course of the services performed by or for Consultant under this Contract, regardless of County having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies will be at no cost to County.
13. **Non-Waiver.** The failure of County to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Contract or to take any action permitted as a result is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
14. **Subconsultant.** Consultant will be fully responsible for all acts and omissions of its Subconsultant and of persons directly or indirectly employed by Subconsultant and of persons for whose acts any of them may be liable to the same extent that Consultant is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of County to pay or any Subconsultant, except as may be required by law.
15. **Non-Assignment.** Consultant will not assign its rights or obligations under this Contract in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.
16. **Non-Discrimination.** Consultant will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any Subconsultants. During the performance of this Contract, Consultant will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
17. **Americans with Disabilities Act.** Consultant will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
18. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
19. **Termination of Contract for Default.**
 - 19.1. Upon a failure by Consultant to cure a default under this Contract within ten days of receipt of notice from County of the default, County may, in its sole discretion, terminate this Contract for default by written notice to Consultant. In this event, County may take over the work and complete it by contract or otherwise. In such event, Consultant will be liable for any damage to the County resulting from Consultant's default, including any increased costs incurred by County in completing the work.

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

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

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

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

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

- 19.4.1. Except for subparagraph 19.2.8 in subsection 19.2 above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Consultant. Examples of such causes include:

- 19.4.1.1. Acts of God or of the public enemy,
- 19.4.1.2. Acts of County in either its sovereign or contractual capacity,
- 19.4.1.3. Acts of another Contractor in the performance of a contract with County,
- 19.4.1.4. Fires,
- 19.4.1.5. Floods,
- 19.4.1.6. Epidemics,
- 19.4.1.7. Quarantine restrictions,
- 19.4.1.8. Strikes,
- 19.4.1.9. Freight embargoes,
- 19.4.1.10. Unusually severe weather, or
- 19.4.1.11. Delays of Subconsultants at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Consultant and the Subconsultant(s); and

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

- 19.5. **Receipt of Notice.** For the purposes of subsection 19.1 above, "receipt of notice" includes receipt by hand by Consultant's project manager, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.
- 19.6. **Excusable.** If, after termination of the Contract for default, County determines that the Consultant was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if County had terminated Contract for convenience as set forth in Section 20.
- 19.7. **Rights and Remedies.** The rights and remedies of County in this Section are cumulative and in addition to any other rights and remedies provided by law or under this contract.

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

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

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

COUNTY:

Rod Lane, Director
Project Design and Construction
150 W. Congress, 3rd Floor
Tucson, AZ 85701
Tel: (520) 724-3085>

CONSULTANT:

John Langan, Project Manager
AZTEC Engineering Group, Inc.
501 N 44th St, Suite 300
Phoenix, AZ 85008
Tel: (602) 454-0402

23. **Other Documents.** County and Consultant in entering into this Contract have relied upon information provided in Solicitation for Qualifications No. SFQ-PO-2400011, and on representations and information in the Consultant's response to said SFQ. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract. Consultant will perform services in accordance with the terms of the Contract and at a level of care consistent with prevailing industry standards. In the event any provision of this contract is inconsistent with those of any other document, the contract provisions will prevail.

24. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in Section 28 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

25. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

26. Books and Records

26.1. Maintenance. Consultant will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County.

26.2. Retention. Consultant will retain all records relating to this contract at least five years after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, Consultant may, at its option, deliver such records to County for retention.

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

28. Disputes

28.1. Resolving Dispute. In the event of a dispute between the parties regarding any part of this Contract or the parties' obligations or performance hereunder, either party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Contract and Consultant's counterpart official, such meeting to be held within one week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

28.2. **Performance.** The parties will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.

29. **Ownership of Documents.** Ownership of all original drawings, field data, estimates, field notes, plans, specifications, documents, reports, calculations, and other information developed by Consultant under this contract vests in and become the property of County and shall be delivered to County upon completion or termination of the services, but Consultant may retain and use copies thereof. County agrees that the material will not be used for any project other than the project for which it was designed without the expressed permission of the Consultant. The Granting Agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under this Contract or any Subcontract; and (b) Any rights of copyright to which Contractor or County acquires ownership under this Contract

30. Public Records

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

30.2. **Records Marked Confidential.**

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

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

31. Legal Arizona Workers Act Compliance

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

- 31.2. **Books & Records.** County has the right at any time to inspect the books and records of Consultant and any Subconsultant in order to verify such party's compliance with the State and Federal Immigration Laws.
- 31.3. **Remedies for Breach of Warranty.** Any breach of Consultant's or any Subconsultant's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Consultant to penalties up to and including suspension or termination of this Contract. If the breach is by a Subconsultant, and the subcontract is suspended or terminated as a result, Consultant must take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement Subconsultant, (subject to County approval if SBE or DBE preferences apply) as soon as possible so as not to delay project completion.
- 31.4. **Subconsultants.** Consultant will advise each Subconsultant of County's rights, and the Subconsultant's obligations, under this Section by including a provision in each subcontract substantially in the following form:
- 31.5. "Subconsultant hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subconsultant's employees, and with the requirements of A.R.S. § 23-214 (A). Subconsultant further agrees that County may inspect the Subconsultant's books and records to insure that Subconsultant is in compliance with these requirements. Any breach of this paragraph by Subconsultant is a material breach of this contract subjecting Subconsultant to penalties up to and including suspension or termination of this contract."
- 31.6. **Costs.** Any additional costs attributable directly or indirectly to remedial action under this Section are the responsibility of Consultant. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Consultant's approved construction or critical milestones schedule, such period of delay is excusable delay for which Consultant is entitled to an extension of time, but not costs.
32. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Consultant engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Consultant certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
33. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Consultant engages in for-profit activity and has 10 or more employees, Consultant certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any consultants, subconsultants or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Consultant becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Consultant must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.
34. **Amendment.** Except for the amendment provision above in Section 4, this Contract may be modified, amended, altered or extended only by a written amendment signed by the Parties.

35. **Entire Agreement.** This document constitutes the entire agreement between the Parties and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.
36. **Effectiveness and Date.** This contract will become effective when all Parties have signed it. The date of this Contract will be the date the Contract is signed by the last Party to sign it (as indicated by the date associated with that Party's signature).

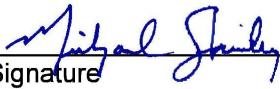
Each Party is signing this Contract on the date below that Party's signature.

PIMA COUNTY:

Chair, Board of Supervisors

Date

CONSULTANT:


Signature

Michael Shirley, Senior Vice President
Name and Title (Please Print)

05/02/2024
Date

ATTEST:

Clerk of the Board

Date

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

EXHIBIT A – SCOPE OF SERVICES (16 pages)
Cultural Resources Services for
Middle Mile Broadband Infrastructure Project

Pima County Solicitation Number SFQ-PO-2400011

I. PROJECT BACKGROUND

The U.S. Department of Commerce, National Telecommunications and Information Administration (NTIA), has awarded a federally funded grant to Pima County, Arizona, through the Enabling Middle Mile Broadband Infrastructure Program, as authorized by the Infrastructure Investment and Jobs Act of 2021, Division F, Title IV, Section 60401, Public Law 117-58, 135 Stat. 429 (November 15, 2021), also known as the Bipartisan Infrastructure Law. Pima County's Middle Mile Broadband Infrastructure Project (MM) will create an open-access fiber-optic ring around eastern Pima County, establishing the dependable, redundant, broadband infrastructure needed to bring Fiber-to-the-Home to all communities within a 25-mile-radius of the Tucson metro area.

The project's *concept plan* (Figure 1) is a 134-mile, underground, continuous, open-access fiber-optic ring consisting of two micro-ducts with 7-channel conduit. One 432-strand micro-fiber will be run in each micro-duct, allowing the remaining conduit to be available for lease, share, or swap to providers and other government entities. The proposed fiber conduit will be buried either through vibratory plow, trenching, or bore in existing road rights-of-way and utility easements.

II. CULTURAL RESOURCES COMPLIANCE FRAMEWORKS

Due to the federal funding, the project is a federal undertaking and subject to compliance with Section 106 of the National Historic Preservation Act (NHPA), as amended, 54 U.S.C. § 306108, and its implementing regulations in 36 C.F.R. 800. Section 106 will be administered concurrently with an Environmental Assessment being developed under a separate contract in order to achieve compliance with the National Environmental Policy Act (NEPA). Thus, the project is being evaluated for its potential adverse effects to districts, sites, buildings, structures, objects, and Traditional Cultural Properties significant in local, state, or national history, architecture, archaeology, engineering, or culture, and that are listed or are potentially eligible for listing in the National Register of Historic Places (historic properties). The NTIA is the lead federal agency pursuant to 36 CFR § 800.2(a)(2). The Advisory Council on Historic Preservation (AHP) determined that it is consistent with 36 CFR § 800.2(c)(4) for licensees, applicants, and their authorized representatives to act on behalf of federal agencies when complying with certain provisions of the AHP regulations. Consistently, NTIA has authorized Pima County's Office of Sustainability and Conservation's Cultural Resources and Historic Preservation Division (OSC) to participate on its behalf in NHPA consultation with agencies and tribes for the project.

The project alignment is currently in concept form, but NTIA and OSC are engaged with interested parties to ensure a collaborative approach that will meaningfully inform the project design and avoid or minimize its potential for adverse effects to historic properties. To this end, NTIA and OSC have started to engage participants in the development of a Programmatic Agreement (PA) that will serve under 36 CFR § 800.14(b) to implement Section 106 and establish a collaborative process for the identification, evaluation, mitigation, and monitoring of historic properties that is the basis for this Scope of Services.

The PA will provide stipulations that govern all cultural resources services described hereafter, including literature review and historic property identification efforts, NRHP evaluation of identified historic properties, assessment of project effects to historic properties, and mitigation and monitoring to resolve adverse effects to historic properties. Because the project is still in the early stages of development, the project's area of potential effects (APE) has yet to be defined. Consultation on the PA along with design decisions will determine additional compliance measures, potentially including compliance with the Native

American Graves and Repatriation Act (NAGPRA), as well as the Archaeological Resources Protection Act (ARPA) if historic properties on tribal or federally owned lands are affected by the project.

Because Pima County is a political subdivision of the state of Arizona, all project-related cultural resources activities require compliance with the Arizona Antiquities Act (A.R.S. 841-41, et seq.), as well as local policies and ordinances including Pima County Board of Supervisor's Policy C3.17.

III. LIST OF POTENTIAL PROJECT STAKEHOLDERS

NTIA and OSC have identified a tentative list of Agencies and Tribes as "Stakeholders" that have either a potential property or regulatory interest in the project (Table 1).

IV. CULTURAL RESOURCES SERVICES SUMMARY

Pima County is seeking a qualified consultant (Consultant) for the following cultural resources services, which are further described below:

- Conduct records check, background research, and literature review to identify previously recorded cultural resource sites, districts, and areas of previous research including sites, districts and other properties listed in the National Register of Historic Places
- Conduct historical research to identify previously recorded buildings, structures, objects, and areas of previous research
- Conduct ethnographic studies
- Conduct phased geomorphological research and prepare documentation relevant to archaeological conditions
- Conduct intensive field survey/inventory; assess and map cultural resources sites and isolated occurrences
- Prepare cultural resources evaluations of inventoried properties for eligibility to the National Register of Historic Places (NRHP)
- Prepare assessments of potential impacts to cultural resources that would result from the project
- Conduct archaeological testing, as appropriate, to determine the nature, extent, and eligibility of archaeological sites to the NRHP and prepare documentation
- Prepare a Historic Properties Treatment Plan for all NRHP-eligible resources
- Conduct scientific investigations and data recovery for archaeological sites, conduct scientific analyses, prepare reports, and ensure that all materials and documents are curated in a federally approved repository
- Conduct monitoring of cultural resources during construction and prepare documentation
- Conduct excavation and repatriation of human remains and funerary objects
- Conduct cultural resources sensitivity training for contractors

All services are required to meet federal, state, and local mandates governing the project.

V. PROJECT LOCATION & AREA OF POTENTIAL EFFECTS

The MM project will be designed as a ring encircling greater Tucson and adjacent rural communities. The proposed concept plan's open-access fiber-optic ring spans from the towns of Oro Valley to Marana on the north side, south through the Avra and Altar Valleys to Drexel Heights; east covering the entire Drexel Heights area; south to Sahuarita; east from Sahuarita through Corona de Tucson; and north through Vail along the County's eastern portion to the Catalina Foothills; culminating back at Oro Valley.

Based on the project's concept plan, the preliminary APE is defined as a 134-mile linear corridor of existing road rights-of-way that vary in width. The APE will be updated and modified throughout the design process. Pima County will ensure that full right-of-entry and access to the APE is granted to the consultant.

VI. PROJECT SCHEDULE & SEQUENCED PHASES OF CULTURAL RESOURCES SERVICES

Cultural resources services are expected to follow a sequenced but potentially staggered approach that is separated into two general phases. The time frames presented below are *preliminary*, and subject to change.

Documentation/Inventory (April 2024 – December 2024)

- Records/literature review
- Historic research
- Ethnographic study
- Geomorphological assessment
- Research design
- Pedestrian survey
- Survey report

Archaeological Mitigation and Monitoring (December 2024 – July 2027)

- Preparation of Historic Properties Treatment Plan
- Ethnographic study (continued)
- Archaeological testing
- Archaeological data recovery
- End of Fieldwork Report
- Cultural sensitivity training for contractors
- Archaeological monitoring
- Final Mitigation Report
- Curation

VII. 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) for all appropriate disciplines, 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]).

VIII. PROJECT DOCUMENTATION

The documents listed as "**Deliverables**" in the "**Cultural Resources Services**" 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.

IX. ENVIRONMENTAL CONSIDERATIONS

All cultural resources work carried out pursuant to this Scope of Services must consider impacts to sensitive species that will be defined as a result of studies produced by the project's Environmental Assessment. The Consultant is required to obtain environmental clearances from OSC prior to initiating any ground-disturbing activities.

X. ABBREVIATIONS

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

ADEQ	Arizona Department of Environmental Quality
ASM	Arizona State Museum
COT	City of Tucson's Department of Transportation
County	Pima County
GIS	Geographic Information System

HPTP	Historic Properties Treatment Plan
NAGPRA	Native American Graves and Repatriation Act
NTIA	National Telecommunication & Information Administration
NRHP	National Register of Historic Places
OSC	Pima County Office of Sustainability and Conservation's Cultural Resources and Historic Preservation Division
PA	Programmatic Agreement
ROE	Right of Entry
SFQ	Pima County Solicitation for Qualifications
ROW	Right-of-way
SHPO	Arizona State Historic Preservation Office
SWPPP	Clean Water Act 402 Stormwater Pollution Prevention Permit

XI. 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 work outlined in the Scope of Services
- Comments on all deliverables
- Authorization to transition to each phase of the contract

A detailed final project Scope of Services will be presented to the selected consultant during contract negotiation; however, the current document provides sufficient information for consultants to prepare information requested in this solicitation.

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Cultural Resources Tasks for Middle Mile Broadband Infrastructure Project

General Assumptions:

- The level of effort for each phase is limited to the amount of labor and expenses identified in a Project Budget spreadsheet that will be developed after the Consultant is selected. Given the uncertainty associated with the scope and scale for the Mitigation and Monitoring Phase, one cost amendment will be expected to adequately fund the services for that phase. Additional services beyond what is described herein will require an amendment to this Scope of Services.
- Upon request, the Consultant will provide OSC an estimate of anticipated costs associated with each phase 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 3 years. The Consultant is responsible for meeting deadlines outlined in this Scope of Services, and agreed upon in the more detailed project schedule that will be developed after the Consultant is selected.
- The Consultant may be responsible for backfilling with minimal compaction requirements some or all areas investigated during the Mitigation and Monitoring Phase.
- All work and deliverables pertaining to this scope of services, as appropriate, will be performed and prepared in accordance with current ASM, SHPO and Secretary of the Interior's Standards.
- The Consultant retains current licenses and qualified staff related to project management software capable of producing weekly, biweekly, monthly reports documenting, at minimum, overall progress as well as phase-specific progress reports, including production of a dynamic phase-based project schedule.
- The Consultant retains qualified staff for relevant disciplines required by this Scope of Services.
- The Consultant retains current software licenses and qualified staff related to the production, updating and submission of a Geographic Information Systems Database capable, at minimum, of monthly progress data submissions for the 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 the MM project.
- All deliverables shall be submitted in electronic format (pdf, gdb, etc.) via email or FTP, and CD/DVDs will not be accepted. Select deliverables require submission of the deliverable in paper format in addition to electronic format, and the Consultant will be notified accordingly.

PHASE 1 DOCUMENTATION/INVENTORY

Assumptions:

- Kick-off meeting
- Monthly progress meetings
- Tribal consultation meetings as necessary
- 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.
- Right of Entry/Access is granted by OSC
- OSC is responsible for defining the APE for the consultant throughout the duration of the project.

Permitting

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

- *Arizona Antiquities Act Project-specific 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.
- *Other*
There is potential that archaeological survey on federal land require other permits (ARPA, etc.). OSC will assist the Consultant in determining any additional permitting requirements.

Records/Literature Review & Historic Research

Prior to initiating survey fieldwork, the Consultant shall:

- Conduct a literature review to compile data for all previous cultural resources studies (survey, testing, data recovery, monitoring) and known archaeological data associated with the APE, including a half-mile buffer on each side (LR Area).
- Review historic maps associated with the LR Area
- Obtain pdf copies of all historic maps & reports that resulted from the identified studies
- Prepare/assemble shapefiles of all study/project areas
- Prepare georeferenced images of all historic maps
- Prepare/assemble all previously identified archaeological sites, historic buildings, structures, districts and objects that fall within the LR Area.
- Prepare summary report presenting the results of the literature review. This report is for OSC only and the format requirements will be coordinated with the consultant.

Ethnographic Study

OSC will provide the Consultant with a list of Tribes who have agreed to participate in the Section 106 process for this project. Prior to initiating survey fieldwork, the Consultant shall engage participating Tribes to begin ethnographic research in accordance with procedures outlined in the PA in order to inform on the subsequent Class III survey work. The results of this work will be provided in the final cultural resources report that will be prepared following construction.

Geomorphological Investigation

The first phase of the geomorphological investigation will focus on reviewing current soils/landform models to determine the potential for cultural resources in the Area of Potential Effects. This information will help guide the survey field effort, and the results of which will help determine areas where buried cultural resources may be present but absent of any surface evidence.

Class III Survey & Geomorphological Assessment

In accordance with ASM policy, the Consultant will prepare a research design and work plan as part of their application for a project-specific permit for a “large-scale/long-term non-collection survey”.

The consultant shall conduct a Class III cultural resources survey of the APE. It is expected that the literature review and historic research will have been completed prior to beginning the Class III survey. Ethnographic work is ongoing, however, information derived from Tribes shall inform the survey work. Survey work includes:

- Full documentation of all cultural resources in the APE
- Each newly identified or previously recorded cultural resource shall be evaluated for its eligibility for listing on the NRHP
- A geomorphological assessment of the potential for buried cultural resources, not currently visible on the present ground surface will be made, and the basis for this assessment shall be provided.
- Prepare/assemble shapefiles including, at minimum, survey areas, all sites, structures, districts, buildings, and objects, isolated occurrences, results of the geomorphological assessment, etc.

PHASE 1 DELIVERABLES:

- Literature Review Summary Report
- Literature Review geospatial files
- PDFs of all reports referenced in the literature review summary report
- Draft Survey Research Design & Work Plan
- Final Survey Research Design & Work Plan that addresses ASM and OSC's comments
- Draft Class III Survey Report
- Draft Class III Survey Report that addresses OSC's comments
- Final Class III Survey Report that addresses comments made by Consulting Parties
- Class III geospatial files

PHASE 2 ARCHAEOLOGICAL MITIGATION & MONITORING

Assumptions:

- Weekly progress meetings when engaged in fieldwork
- Monthly updates
- Tribal consultation meetings as necessary
- Other meetings as necessary
- Environmental clearance is granted by OSC prior to initiating any fieldwork
- Right of Entry/Access is granted by OSC
- All necessary permits and agreements are secured prior to commencing fieldwork
- OSC has provided written authorization to transition to archaeological data recovery
- All archaeological mitigation (testing and data recovery) activities are limited to the APE in accordance with the Historic Properties Treatment Plan
- Consultant is responsible for coordinating all monitoring activities directly with the construction contractor
- The limits of the APE will be physically marked by the construction contractor
- 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.

Arizona State Museum Permitting

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

- *Human Burial Agreement*
The Consultant will work with the ASM and Consulting Tribes to execute a project-specific Burial Agreement for the project.
- *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.

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 Phase of fieldwork.

- *Dust Abatement Permit*

The Consultant is responsible for obtaining and maintaining their dust abatement permit for the duration of the Pre-Construction Phase of fieldwork.

- *Other*

There is potential that archaeological mitigation activities on federal land require other permits. OSC will assist the consultant in determining any additional permitting requirements.

Historic Properties Treatment Plan

The Consultant will prepare and submit a Historic Properties Treatment Plan (HPTP). The HPTP will include a thorough background of previous archaeological/historical research associated with the APE, its setting, and the development of an appropriate archaeological and historical context. The contexts will be used to target pertinent research topics or domains, and specific research questions within those domains, which can be addressed by recovered information. The HPTP shall also include a proposal for assessing the geomorphology of the APE. The approved HPTP will guide the archaeological testing, data recovery and monitoring throughout the project, as well as the appropriate treatments/considerations for historic properties of the historic-era (bridges, culverts, canals, etc.) that may be impacted by the project

The HPTP will incorporate a sequenced work plan for archaeological testing, archaeological data recovery, and archaeological monitoring associated with all ground-disturbing construction. The HPTP will propose a tiered approach to mitigation that prioritizes avoidance and in-place preservation of buried cultural resources. All data recovery fieldwork will be limited to mitigating impacts to archaeological resources that will be directly affected by construction activities.

The HPTP will be consistent with the methods and procedures outlined in the project's 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 supported by the literature review and Class III survey that will be used to verify the current status of archaeological site boundaries.
- Plan for additional archival research, if needed, 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 archaeological testing and the level of effort necessary to accomplish the testing within the APE. Archaeological testing may be needed within previously identified NRHP-eligible or listed site boundaries, however, the HPTP 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 NTIA and OSC must consult with SHPO and other consulting parties on the NRHP eligibility of these sites, as well as on the effect of the project on sites determined to be eligible for listing on the NRHP.
- Vertical limits associated with archaeological testing are assumed to vary throughout the APE, however, the HPTP shall include a strategy to determine the maximum depth of cultural deposits associated with each identified archaeological site located in the APE.
- Archaeological testing and data recovery strategies should be analyzed against the final 100% MM design plan set in order to determine the potential for impacts to cultural resources by activities associated with construction. The Consultant is responsible for defining the intended methods of mitigation and the level of effort necessary to accomplish such activities within the project's APE. Archaeological data recovery will be based on previous research in the APE combined with the results of archaeological 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, data recovery 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 C.F.R. 79, ARS 41-844, and requirements specific to federal lands, if applicable.
- Procedures for monitoring, evaluating and treating discoveries of unexpected or newly identified historic properties during 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 PA, and a NAGRPA Plan of Action, if applicable.

The HPTP will include a Project Management Plan as an appendix that identifies all services described in the scope 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 the services in each project phase. The schedule should include anticipated periods for consultation with project stakeholders which will be outlined in the Programmatic Agreement. The schedule will contain benchmarks for each phase of the project, broken out by service type, as well as for all deliverables.
- 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 (i.e. traffic management, hazards, etc.)
- 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 APE.

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

Geomorphological Investigation

The second phase of the geomorphological investigation will focus on known sites and natural features in the APE and will be carried out based on approved methods outlined in 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 Native American Ancestral agricultural field areas
- To analyze/investigate the potential for buried cultural resources within the APE outside of known site boundaries.
 - Prepare a geospatial model to present to OSC to inform on archaeological testing needs for site identification purposes
- To identify deeply buried deposits that might contain cultural materials

Archaeological Testing Fieldwork

Archaeological 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 APE. The surface work will include full documentation of the current surface expression of all previously recorded archaeological sites within the 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 archaeological testing will vary throughout the APE, and will be outlined in the HPTP.

Archaeological 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, NTIA and OSC must consult with SHPO and other Consulting Parties on the NRHP eligibility of these sites, as well as on the effect of the project on sites determined to be eligible for listing on the NRHP.

Transition From Archaeological Testing to Data Recovery

Due to the potential for a staggered approach to archaeological mitigation activities, it is anticipated that the shift from archaeological testing to archaeological data recovery can be made through field review with appropriate agencies, and that there will be no need for a preliminary testing report. OSC will 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 archaeological testing before transitioning to data recovery at any location within the 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 archaeological testing be completed prior to transitioning to archaeological data recovery in any specific area. Each transition, however, must be authorized by OSC prior to initiating data recovery fieldwork. Each end of archaeological testing coordination 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 archaeological testing strategies applied per site and the results
 - A summary of archaeological 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 archaeological data recovery on a site by site basis
 - Revised schedule for transitioning to archaeological data recovery

Following each end of archaeological testing coordination meeting, the Consultant will prepare an end of archaeological testing report summary providing the results of the meeting in writing to OSC.

Archaeological Data Recovery

Archaeological 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 archaeological testing that have a good potential to address the research questions established in the HPTP. Scientific samples for specialized analyses will be collected during 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 the PA.

End of Testing and Data Recovery Findings Report

After the completion of fieldwork, the results of archaeological testing and data recovery will be summarized in a preliminary report to ensure that cultural resources compliance requirements are met prior to authorizing construction activities to begin. The report shall include a reassessment of strategies outlined in the HPTP based on these results, as well as a revised, if necessary, proposal for archaeological monitoring strategies that will be implemented during construction. 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 archaeological testing and data recovery fieldwork has been

satisfactorily completed for compliance purposes.

Archaeological Monitoring

Construction will require implementation of the approved Monitoring Plan section of the HPTP. Any previously unidentified exceptional and unique cultural resources that are discovered during ground-disturbing construction will require the cessation of all activities in the vicinity of the discovery. The Consultant will immediately notify OSC of the discovery. In consultation with NTIA and OSC, 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 construction phase 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 the PA; all such remains will be removed from the site by a professional archaeologist according to the terms of the executed Burial Agreement.

Analyses

Analyses 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.

Final Testing and Data Recovery Report

The results of testing, data recovery and monitoring will be integrated in a single Final Testing and Data Recovery Report (Final Report). The Final Report will meet compliance requirements outlined in the HPTP and PA, and document all aspects of the background and archival research, survey report data, ethnographic information, and provide a description of archaeological testing fieldwork, 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 Native American Ancestral and historic context, a geoarchaeological assessment of the project area, the research domains and questions, the field methods, site histories and descriptions, as well as 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, if applicable, 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.

Spatial Data

The Consultant is responsible for the collection and submission of all spatial data that is associated with cultural resources services outlined in this Scope of Services. Submission of the spatial data to OSC will

be in a geodatabase format meeting metadata schema requirements outlined in the HPTP's Project Management Plan, and specifically, the approved cartography plan and project-specific relational database management system model. Spatial data should be updated weekly, and monthly submissions of up-to-date spatial data may be requested by OSC that must meet formatting requirements outlined in the HPTP.

Non-Spatial Data

The Consultant is responsible for the collection and submission of all non-spatial data that is associated with cultural resources services outlined in this Scope of Services. Collection of the non-spatial data will meet schema requirements outlined in the HPTP's Project Management Plan, 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.

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.

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.

Meetings & Updates

Weekly. Weekly meetings, as needed, will be held with OSC staff and any interested Consulting Parties in the field on each Friday while archaeological fieldwork is ongoing. 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, the Consultant shall deliver a monthly update to the OSC transmitted via email that reports on the previous month's activities including, as necessary, status of fieldwork by site, overview of discoveries by site, updated Project Schedule including updates to site-specific fieldwork schedules, update on reporting progress, as well as maps depicting the following when fieldwork is active:

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

PHASE 2 DELIVERABLES:

- Weekly Meeting Summaries
- Monthly Update Summary including spatial data updates, as requested by OSC
- End of archaeological testing Fieldwork Summaries
- Draft HPTP, Geodatabase Template, and Relational Database Schema
- Draft HPTP addressing OSC's comments
- Final HPTP addressing comments by Consulting Parties
- Final Geodatabase Template, and Relational Database Schema based on OSC's comments
- Final Human Burial Agreement
- Final AAA Project-Specific Permit
- Final Repository Agreement

- Draft End of Pre-Construction Stage Findings Report
- Draft End of Pre-Construction Stage Findings Report addressing OSC's comments
- Final End of Pre-Construction Stage Findings Report addressing comments by Consulting Parties
- Draft Final Report
- Draft Final Report addressing OSC's comments
- Perfect Bound Final Report addressing comments by Consulting Parties
- 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
- Documentation from ASM that the Repository Agreement has been fulfilled, and that curation has been completed.

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FIGURE 1

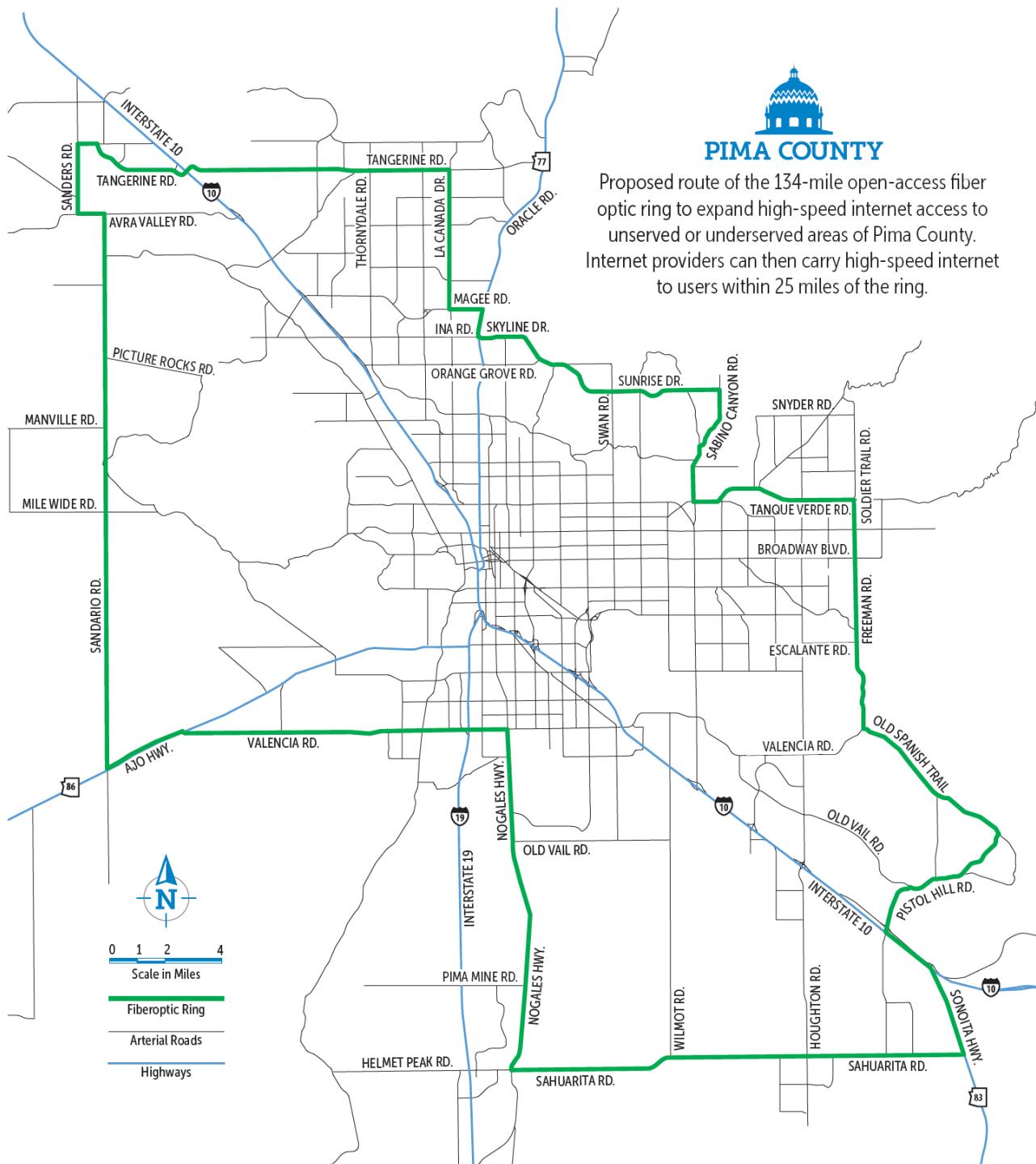


Table 1. Tentative List of Project Stakeholders

	AGENCY	INTEREST
Federal	Advisory Council on Historic Preservation	Regulatory [36 CFR § 800.2(b)]
	Bureau of Indian Affairs	Potential to cross tribal reservation lands
	Bureau of Land Management	Potential property interest
	Bureau of Reclamation	Potential property interest
	Federal Highway Administration/Arizona Department of Transportation	Confirmed property interest
	National Park Service - Saguaro National Park	Potential property interest
	National Telecommunications and Information Administration	Lead Federal Agency [36 CFR § 800.2(a)(2)]
	US Army Corps of Engineers	Potential regulatory [404 Clean Water Act Permit]
	US Forest Service - Coronado	Potential property interest
Tribes	Ak-Chin Indian Community	Regulatory Federal [36 CFR § 800.2(c)(2)]
	Gila River Indian Community	
	Hopi Tribe	
	Mescalero Apache Tribe	
	Pascua Yaqui Tribe	
	Salt-River Pima-Maricopa Indian Community	
	San Carlos Apache Tribe	
	Tohono O'odham Nation	
	White Mountain Apache Tribe	
	Yavapai-Apache Nation	
State	Pueblo of Zuni	
	Arizona Department of Transportation/Federal Highway Administration	Confirmed property interest
	Arizona State Historic Preservation Office	Regulatory Federal [36 CFR § 800.2(a)(2)]
Local	Arizona State Museum	Regulatory State [A.R.S. § 41-841 et seq., and A.R.S. § 41-865 if private lands are impacted]
	City of Tucson	Potential property interest
	City of South Tucson	Interested party
	Pima County	Project proponent
	Town of Marana	Potential property interest
	Town of Sahuarita	Potential property interest
	Town of Oro Valley	Potential property interest

END OF EXHIBIT A – SCOPE OF SERVICES

EXHIBIT B - COMPENSATION SCHEDULE (34 pages)

A. COST PLUS FIXED FEE SCHEDULE OF PAYMENTS

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

B. COMPENSATION DETAILS

1. Cost Allocation and Ceilings

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

2. Cost Adjustments

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

3. Progress Payments

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

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

5. Cost Items

a. Hourly Billing

I. Hourly Billing Rates

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

II. Annual Salaried Professionals

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

III. Allowable Annual Increases

- a. Reasonable annual salary increases within published industry standards will be allowed and approved in advance
- b. Unusually high proposed increases and increases above published industry standards will be agreed to on a case by case basis.

IV. Subconsultants

- a. Specific billing arrangements will be negotiated with specialty Subconsultants such as the following:
 - b. Attorneys
 - c. Financial Advisors
 - d. Surveyors
 - e. Subsurface Consultants
 - f. Specialty Consultants

V. Vacation/Holidays

- a. Included in firm's audited multiplier

VI. Sick Time

- a. Included in firm's audited multiplier

VII. Billing for non-productive idle time

- a. No billing for vehicle driving time (commuting time)
- b. Allow billing during air travel to Pima County for actual time worked on Pima County projects
- c. Short-term assignments are negotiable

6. Multipliers

- a. Only audited multipliers following Generally Accepted Accounting Principles (GAAP) or Federal Single Audit principles are allowed
- b. Corporate, Regional or Local Audited Multipliers of firms will be negotiated for each contract
- c. Job Site multipliers will be negotiated in the event the County provides office space or job site trailers for the Consultant
- d. County will consider annual audited multipliers or fixed multipliers for the contract period

7. Travel Time

- a. Air Travel
 - I. Allow only for time spent on aircraft working on Pima County projects

8. Land Travel

- a. Not allowed from Phoenix Metro Area to Pima County (both ways)
- b. Not allowed to and from airports

9. Local Travel between meetings and job sites

- a. Allowed

10. Expenses

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

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

b. Mileage – local

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

c. Car Rental/Lease/Corporate Vehicles

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

d. Hotel/Meals

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

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

- I. Include in firm's audited multiplier

f. Relocation, second domicile or subsistence expenses

- I. Negotiable on a case by case basis

g. Reproduction Costs

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

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

11. Unallowable Costs

- a. Bonus
 - I. Not allowed as a direct charge or in the multiplier
- b. Entertainment Costs
- c. Marketing Costs
 - I. Only as allowed in audited multipliers
- d. Non-identifiable Costs
- e. Donations
 - I. Only as allowed in audited multipliers
- f. Mark-up on sub-consultants
- g. Travel time from Phoenix Metro Area to Pima County (both ways)
- h. Air travel for commuting purposes

C. INVOICING

Consultant will submit invoices monthly, to the Project Manager, with appropriate supporting data and documentation and in a format as prescribed by the Project Manager. The Project Manager may delay approval for up to 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.

April 10, 2024

Dawn Dargan
Procurement Officer
Pima County Procurement Department
Design and Construction Division
150 W Congress St., 5th Floor
Tucson, AZ, 85701

RE: SECOND REVISED Scope/Cost Estimate for the Pima County Regional Middle Mile Broadband Infrastructure Project

Ms. Dargan:

Per your March 1, 2024 request and our subsequent communication, AZTEC is pleased to submit this revised cost proposal to provide cultural resources services for the above referenced project.

We appreciate the opportunity to work with Pima County on this task. Should you have any questions, please contact me at 520.343.1133 or jlangan@aztec.us.

Sincerely,



John Langan
Assistant Cultural Resources Group Manager
AZTEC Engineering Group, Inc.

C: Mike Shirley, AZTEC
Deil Lundin, AZTEC

Introduction

This cover document accompanies the enclosed cost derivation and hours spreadsheets. Tasks described follow those outlined in the project scope of work included with the Solicitation for Qualifications (SFQ) (SFQ-PO-2400011). While that scope of work is not reiterated, the following discussion presents clarifications and justifications for the proposed costs.

This cost proposal focuses on Phase 1 tasks. Much of the Phase 2 level of effort will not be known until Phase 1 is substantially complete. Some aspects of the Phase 2 cost can be reasonably foreseen and have been included here; however, AZTEC anticipates a cost modification to address Phase 2 tasks.

Scope of Work and Justification of Cost by Task

1. Phase 1, Documentation and Inventory Tasks

1.1. Permitting

1.1.1. Draft Survey Plan: To support Arizona Antiquities Act (AAA) project-specific (PS) permitting, AZTEC must prepare a survey plan. This will be a graphics-intense document, as figures illustrating the project area, proposed survey, and previous research must be at 1:24k scale per Arizona State Museum (ASM) standard. Up to 100 such figures are expected. Hours for editorial staff to prepare report templates for use throughout the project are also included under this task.

1.1.2. Final Survey Plan: Up to two rounds of revisions are included in this cost. Comments are anticipated from Pima County and ASM. Because the survey plan is a requirement imposed by ASM, comments from Section 106 consulting parties and other agencies are not anticipated.

1.1.3. Obtain Arizona Antiquities Act (AAA) PS permit and repository agreement (RA): Time is included for staff to prepare permit applications and supporting documentation, and to coordinate with ASM staff.

1.1.4. Federal Permit(s): As outlined in the SFQ, AZTEC anticipates Pima County may request survey to be conducted on federal lands, requiring AZTEC to obtain permits.

AZTEC maintains blanket permits for some federal lands that could be involved with the project (in particular, Bureau of Land Management [BLM] and Coronado National Forest [CNF] lands). Permitting for survey on lands subject to existing permit generally requires little effort; completion of a one-page notification form is needed. For lands managed by agencies that do not offer blanket permits—in particular, Bureau of Reclamation (Reclamation), the application process is lengthier and requires preparation of substantiating documents. Hours are included to obtain up to three project-specific permits from federal agencies.

Per direction from Pima County, this cost proposal includes no provision for obtaining permits to survey tribal lands.

1.1.5. Arizona Department of Transportation (ADOT) Permitting: Survey on lands managed by the ADOT ROW could be required, in which case AZTEC would employ our existing encroachment permits to secure right-of-entry. Time is included to notify ADOT Southcentral District of AZTEC's intent to work

under a blanket encroachment permit within ADOT right-of-way (ROW) and complete any necessary coordination.

1.1.6.Quality Control/Editing: Hours are included for technical and copyediting review of draft and final survey plans prior to delivery, in accordance with AZTEC's Quality Assurance/Quality Control (QA/QC) procedures.

1.1.7.Coordination/Meetings: Hours are included to account for meetings and other coordination with Pima County, land managing agencies, and other permitting authorities. This includes 2 regular monthly progress meetings associated with this task as well as 1 other meeting that may be required. Travel is not anticipated as part of these meetings.

1.1.8.Task Management: Hours are included for the project manager to track budget and schedule, prepare progress reports, and to complete invoicing, with assistance and oversight from a contract principal.

1.2. Records/Literature Review and Historic Research

1.2.1.Conduct records review: Time is included to obtain records from all relevant data repositories, which will involve a combination of in-person research visits and remote data requests. Based on the preliminary Area of Potential Effects (APE) and a one-mile review area, this is expected to include the following sources:

- ASM Archaeological Records Office (ARO)
- Arizona State Archives (on-line records)
- ADOT Historic Preservation Team (HPT) Portal
- AZSITE
- BLM Tucson Field Office (TFO)
- CNF
- Municipalities (City of Tucson, Town of Marana, Town of Oro Valley, Town of Sahuarita)
- National Park Service (Saguaro National Park, Western Archaeological and Conservation Center)
- National Register of Historic Places (NRHP) database
- Pascua Yaqui Tribe
- Pima County
- Reclamation
- State Historic Preservation Office (SHPO)
- TON
- United States Geological Survey

Out-of-town travel is not anticipated to complete this task. Records can be obtained remotely in electronic format or via in-person office visits in Tucson.

Review historic maps: Time is included to obtain historic maps including those produced or maintained by ADOT, the General Land Office (GLO), Pima County, United States Geological Survey, and various private entities.

1.2.2. Prepare georeferenced maps: Up to 40 maps are expected to require georeferencing.

1.2.3. Prepare shapefiles of cultural resources: Shapefiles will be reviewed and prepared for use throughout the project. A preliminary review of AZSITE indicates at least 1,371 projects have taken place and 855 sites have been recorded within the review area. AZTEC anticipates records to be available in the following approximate quantities by category:

- Prior Archaeological studies: 1,500
- Documented Resources (including archaeological sites, historic buildings, structures, districts, and objects): 1,000

Most records are expected to be available in georeferenced electronic format. Digitization of up to 250 features (prior surveys or documented cultural resources) is anticipated.

1.2.4. Prepare summary report/ArcGIS Map: AZTEC will present the results of the literature review to the County via a mutually agreeable method. Hours are included to produce a brief summary report consisting primarily of tables and figures and a geodatabase to be delivered via an ArcGIS Online map. Hours for Quality Control/Editing and up to one round of revisions in response to Pima County comments are included.

1.2.5. Quality Control/Editing: Hours are included for technical and copyediting review of draft and final summary documents prior to delivery, in accordance with AZTEC's QA/QC procedures.

1.2.6. Coordination/Meetings: Time is included to account for meetings and other coordination with Pima County, land managing agencies, and other records repositories. This includes two regular monthly progress meetings. Travel is not anticipated as part of these meetings. AZTEC will begin the process of developing avoidance recommendations under this task.

1.2.7. Task Management: Hours are included for the project manager to track budget and schedule, prepare progress reports, and to complete invoicing, with assistance and oversight from a contract principal.

1.3. Ethnographic Study – Phase 1

1.3.1. Preparation: This task includes a series of steps needed to initiate ethnographic work:

1.3.1.1. Introductory letter preparation: AZTEC will provide a draft and final letter of introduction from Pima County to accompany AZTEC's initial contact with informants.

1.3.1.2. Background research: AZTEC will conduct preliminary background research to identify descendant communities with extant ties to the APE, as well as known and potential places of ethnographic interest and traditional cultural properties. The term *traditional cultural property*

(TCP) refers to a place or landscape that is eligible for listing in the NRHP because of its role in maintaining the historical continuity and identity of a living community. AZTEC will develop a list of such living communities and identify individuals or offices within those communities that are known or likely to be appropriate points of contact. At minimum, we expect this list to include the 11 Native American tribes listed as having cultural affiliation with the APE on SHPO's government-to-government consultation website.

1.3.1.3. Prepare Presentations: AZTEC will develop a presentation for community leadership groups (e.g., tribal councils), introducing them to the County's ethnographic approach, methodology, and schedule. This will include a PowerPoint presentation, speaking notes, and informative printed material. Draft forms of the presentation and associated materials would be shared with Pima County for review and comment, in advance. Any necessary changes would be made by AZTEC within 10 working days. AZTEC will coordinate with the identified communities to schedule the presentations.

1.3.1.4. Prepare questionnaires: We recognize the likelihood that some community members may wish to participate in ethnographic research but prefer to either remain anonymous or provide insight at their own pace. To accommodate such participation, AZTEC will develop ethnographic questionnaires designed to elicit information on the APE in general and TCPs in particular. Drafts will be presented to Pima County for review and comment. If necessary, revisions would be completed within five working days of notification.

1.3.2. Community Partnering: steps associated with this task are intended to lay the groundwork for continuing collaboration with ethnographic informants.

1.3.2.1. Community meetings and presentations: AZTEC will meet with representative groups (e.g., tribal councils), making introductions, establishing rapport, delivering the presentation, providing accompanying materials, and fielding questions.

Based on our experience with the consulting tribes involved in this project, we anticipate ten such meetings. We expect the participation of seven tribes: the Ak-Chin Indian Community (ACIC), Gila River Indian Community (GRIC), Hopi Tribe (Hopi), Pascua Yaqui Tribe (PYT), Salt River Pima-Maricopa Indian Community (SRPMIC), TON, and White Mountain Apache Tribe. If the ACIC, GRIC, SRPMIC, or TON request or agree to presentations, such would be delivered jointly and in the context of a monthly meeting of the Four Southern Tribes Cultural Resources Working Group. We assume that no more than three non-tribal community groups will entertain presentations.

These sessions would be attended by Will Russell and either Deil Lundin or John Langan. A representative from Pima County would be welcome to attend some or all of the presentations and to participate at their discretion. Up to 20 total nights of lodging and 40 days of per diem are anticipated in conjunction with travel for this task.

1.3.2.2. Planning for collaboration: Following group presentations, AZTEC will schedule and attend individual meetings with specific community points of contact (e.g., Tribal Historic Preservation Officers). In the course of these meetings, AZTEC will collaborate to establish an

appropriate, community specific methodology, identify potential participants, and ensure that all applicable permits and permissions have been secured. We assume that representatives from five tribes – Hopi, GRIC, PYT, TON, and SRPMIC – will accommodate in-person meetings. We further assume that if representatives from the GRIC and SRPMIC both agree to meet, it would be jointly.

1.3.3.Collaboration: Steps under this task represent the culmination of preparatory steps with collaborative sharing of information, data collection, and TCP identification.

1.3.3.1. Interviews and Questionnaires: AZTEC would contact potential interviewees by telephone or email, inviting their participation. We assume that for each of the 14 contacted communities, an average of 3 individuals will agree to participate ($\Sigma = 42$). Participants would be encouraged to meet with AZTEC's ethnographer in person but would be given the option of telephonic interviews, virtual interviews, or the completion and submission of questionnaires. Those agreeing to in-person interviews would have the options of either meeting the ethnographer at the APE (a *field visit*) or having the ethnographer visit their home or community (a *home visit*). We assume that half of the participants would agree to in-person interviews ($n = 21$), that 11 would request remote interviews, and that the remainder would prefer to complete questionnaires ($n = 10$). Of those agreeing to in-person meetings, we assume that 10 would prefer field visits and 11 would request home visits. Of those preferring field visits ($n = 10$), we assume that some would occur simultaneously, resulting in a total of 8 trips. AZTEC would schedule visits and interviews and deliver questionnaires. Any additional permits or permissions will be obtained, as necessary, and any associated direct expenses addressed in the Phase 2 cost proposal.

AZTEC would thereafter collect ethnographic data by way of interview and questionnaire. To summarize, we assume this would entail 8 field visits (with 10 participants), 11 home visits, 11 remote interviews (telephonic or virtual), and 10 questionnaires. To the extent possible, AZTEC will minimize the amount of travel by coordinating shared field visits and scheduling same-day interviews. As necessary, AZTEC will clarify information through follow-up interviews or informal contact. Whenever possible, these efforts would be through virtual, telephonic, or email means and we assume this would consistently be the case.

Up to 80 total nights of lodging and 160 days of per diem are anticipated in conjunction with travel for this task. Some or all of these lodging costs may be incurred by tribal members participating in the ethnography, as described below.

1.3.3.2. Ethnography Produced by Tribes: All consulting tribes will be offered the opportunity to perform their own ethnographic research. Those wishing to participate would coordinate with AZTEC's ethnographer to establish an appropriate protocol for recording and transmitting data upon completion. Tribes wishing to participate would operate as subconsultants of AZTEC for billing purposes. AZTEC would offer technical assistance in these efforts, should the tribe request it. Based on past interaction with the tribes involved, we assume that no more than two tribes will elect to conduct their own ethnographic research: the Hopi and PYT tribes, and these efforts would entail the equivalent of no more than the following labor quantities, combined:

- Field Director: 200 hours

1.3.4. Evaluation: AZTEC's ethnographic efforts are likely to result in the identification of cultural resources. Those that play an ongoing role in a descendant community's cultural continuity and social identity must be evaluated in the context of TCPs and we assume that up to 40 TCPs will be identified. If located within AZTEC's survey area, the recording or updating of TCPs would occur as part of (and be billed under) the Class III survey task. If situated beyond the Class III survey area and collocated with known archaeological sites, site card updates would be submitted as part of our ethnographic efforts. We assume that up to 10 such updates will be necessary. We also assume that no new archaeological site recording will be completed as part of this task, although AZTEC may provide recommendations for such work to be completed in the future.

Pima County understands that TCPs cannot be identified or evaluated without relevant knowledge obtained from cultural experts and elders within descendant communities. AZTEC's ethnographic evaluation will include five elements. First, AZTEC will assess each identified resource's significance and NRHP eligibility. Second, we will assess the property's historical integrity within the aspects of location, design, setting, materials, workmanship, feeling, and association. Third, AZTEC will collaborate with participating community members to establish whether each property constitutes or contributes to a TCP. Fourth, AZTEC will consider whether the undertaking has the potential to adversely affect identified TCPs. Fifth, we will identify ways in which Pima County can avoid, minimize, or mitigate potential effects. The results of these five assessments will be presented to Pima County and the lead federal agency as recommendations in the form of a preliminary report prepared under the Documentation subtask (1.3.5), below.

1.3.5. Documentation: The results of Phase 1 studies would be communicated to Pima County and participants.

1.3.5.1. Additional research: At the conclusion of all field work and data collection, including receipt of ethnographic data from subcontracted tribes, AZTEC will conduct any additional research necessary for the proper contextualization of ethnographic information received. For example, a cultural expert may discuss a past event in a particular location. If this event was not previously known to the scientific community, AZTEC may conduct additional archival research or conduct an in-person visit, as appropriate. As noted above, AZTEC's ethnographic team will update up to 10 ASM site cards for previously recorded properties beyond the survey area.

1.3.5.2. End-of-Phase 1 presentation: AZTEC will prepare a presentation for representative groups (e.g., tribal councils), providing a synopsis of work completed thus far. As described previously, this presentation and any associated material would be shared with Pima County and revised as necessary. The presentation would include no detailed or sensitive material. AZTEC would contact participating communities and offer to present. We assume that one tribal and one non-tribal presentation would be requested. The tribal presentation would likely be to the Four Southern Tribes. Pima County representatives would be invited to attend and, at their discretion, participate.

1.3.5.3. Preliminary Report: AZTEC will prepare a draft technical report, based on data collected during Phase 1. Segments of this draft would be shared with their respective individual participants to ensure accuracy, confirm authorization, and identify any required redaction. Report chapters would then be shared with their respective community leaders (e.g., tribal councils) to confirm the appropriateness of publication and any necessary redaction. The draft report will then be submitted to Pima County and the lead federal agency for their review and comment. The report would include, at minimum, a description of the undertaking, applicable contexts (regulatory, environmental, and cultural), methodology, results, conclusions, and recommendations (eligibility, effect, and treatment). The results section would be subdivided into an ethnographic overview and a TCP inventory.

1.3.5.4. Preliminary Geodatabase: Concurrent with the preparation of the technical report, AZTEC will develop and populate a GIS database dedicated to the secure curation of sensitive TCP data. No information will be included in the database unless explicit authorization has been received, in writing, from the individual or community from which it came. Those providing such authorization will dictate the type and extent of data included. For example, a TCP may be depicted as a point, administrative boundary, or liberally buffered area. It could be referenced by its traditional name, descriptive title, or arbitrary number. Features, attributes, and other details may or may not be included. At the close of Phase 1, primary access to this database would be turned over to the Pima County Cultural Resources and Historic Preservation Manager. (AZTEC will divest all access during or following Phase 2).

1.3.6. Quality Control/Editing: Hours are included for technical and copyediting review of the preliminary report and presentations prior to delivery, in accordance with AZTEC's QA/QC procedures.

1.3.7. Coordination/Meetings: Many scope of work items under Task 1.3 involve activities that could be characterized as "coordination" or "meetings." Time is included here to specifically account for meetings and other coordination with Pima County. Up to 8 such meetings are anticipated.

1.3.8. Task Management: Hours are included for the project manager to track budget and schedule, prepare progress reports, and to complete invoicing, with assistance and oversight from a contract principal.

AZTEC participation in Section 106 consultation is specifically excluded from this task. While ethnographic studies overlap with portions of the Section 106 process, the separation between ethnography and the consultative aspects of Section 106 must be diligently observed.

1.4. Geomorphological Investigation

Gary Huckleberry will complete the majority of this task as an external service provider for AZTEC; see enclosed proposal for details. AZTEC would provide support for the geomorphological trenching activities therein proposed, including obtaining permissions to excavate and retaining backhoe services. Excavation machinery and operators would be furnished by Casey's Backhoe Service. AZTEC and Gary Huckleberry will design the geomorphological trenches to avoid archaeological sites, and we do not expect to encounter buried archaeological deposits in trenching locations.

Backhoe and water truck costs included in this proposal assume 10-hour days at \$220.00 per hour (\$120.00 per hour for backhoe and \$100.00 per hour for water truck), for a total daily cost of \$2,200.00. Cost to provide a compaction wheel is included at \$125.00 per day.

1.4.1. Permitting: During geomorphological excavations, AZTEC will assist with obtaining all necessary permissions for trenching, including rights-of-entry, utility locating, and any other related permits. Hours are included to obtain an ASM project-specific permit, which would be required in the event subsurface sites are encountered during monitoring. AZTEC understands that because trenching would entail less than one acre of ground disturbance, a Pima County Fugitive Dust permit would not be necessary, and time is not included to obtain such a permit.

1.4.2. Monitoring and Field Mapping: During geomorphological excavations, an AZTEC archaeologist will monitor trenching, map excavations, and document any subsurface archaeological resources encountered. Except in the case of ancestral remains, documentation of archaeological resources would be limited to investigation of deposits visible in trench profiles. Ancestral remains, if present, would be recovered in accordance with a burial agreement issued by ASM. Hours are included to recover and escort one individual. Excavations will be backfilled every day to obviate the need for overnight trench security measures. Based on this approach, we anticipate human remains, if present, would be encountered early in the day and would be removed in a timely manner. AZTEC will also assist with graphics support for the geomorphological overview as needed.

1.4.3. Quality Control/Editing: AZTEC will review the draft geomorphological overview report and provide editorial comments as needed.

1.4.4. Coordination/Meetings: Time is included to account for meetings and other coordination with Pima County, the geomorphologist, backhoe company, and land-managing or other permitting authorities. This includes up to one regular monthly progress meeting associated with this task as well as other meetings and communications that may be required.

1.4.5. Task Management: Time is also included to track budget and schedule, and to complete invoicing.

1.5. Class III Survey

1.5.1. Mobilization: Time is included to prepare for fieldwork, which will include scheduling, travel arrangements, development of a health and safety plan (HASP), and gathering equipment.

Survey tracking and data collection will be accomplished using tablet computers running the ESRI FieldMaps application, and data will be made available via ArcGIS Online to AZTEC office staff and designated Pima County staff in real time. Time is included for the project director to review field records. A data schema agreed on in advance with Pima County will be employed. Time is included for GIS staff to develop and maintain this system.

1.5.2. Survey: At Pima County's request, the survey effort has been developed assuming that a portion of the APE, totaling 100 miles (1,800 acres), will require survey. Due to the dispersed and non-contiguous nature of the areas requiring survey, the level of effort for this task has been estimated with the assumption that each crew member will survey only 18–20 acres per day. The survey will

thus be accomplished over 24 work-days by a crew of four. The crew will use two vehicles, allowing them to divide into two crews of two in order to efficiently cover narrow (200-ft-wide or less) ROW corridors.

Survey and resource recording will proceed in accordance with all applicable standards. Minimally, this will satisfy the tribe or landowning agency's statutory and/or policy-based requirements. AZTEC envisions utilizing a project-specific approach to resource recording that will accomplish the above requirement while also allowing for uniform data logging. Time is included to develop this approach in coordination with Pima County.

A historic architecture study is not contemplated. Surveyors will make note of built environment resources; however, detailed documentation by a qualified architectural historian is not included in this scope.

1.5.3. Site Recording: Time is included to record sites located during survey. Up to 75 sites are expected to require recording, each requiring an average of three hours to document. This task would be completed by a crew of two, following survey.

1.5.4. Data Processing: Time is included for GIS staff to process raw field data and prepare shapefiles for inclusion in final deliverables.

1.5.5. Draft Survey Report: AZTEC will prepare a single Class III survey report meeting all applicable standards. Minimally, these requirements are anticipated to include those set forth by the Pima County, SHPO, and ASM. Should other land managing agencies be involved with the survey, the report will be designed to meet the needs of those agencies, as well.

1.5.6. Final Survey Report: Hours are included for a technical editor and principal investigator to complete QA/QC procedures and ensure document quality. Labor for the appropriate staff to address client and agency comments is also included.

1.5.7. Quality Control/Editing: Hours are included for technical and copyediting review of draft and final survey plans prior to delivery, in accordance with AZTEC's QA/QC procedures.

1.5.8. Project Registration: Hours are included to complete ASM project registration activities, including final site forms and site update forms, AZSITE entry, GIS file preparation, and hardcopy report production.

1.5.9. Coordination/Meetings: Time is included to account for three meetings and other coordination with Pima County, land managing agencies, other permitting authorities, and Section 106 consulting parties. This includes regular monthly progress meetings associated with this task as well as other meetings that may be required. At Pima County's request, AZTEC may draft Section 106 letters.

1.5.10. Task Management: Time is included to track budget and schedule, and to complete invoicing.

2. Phase 2, Archaeological Mitigation & Monitoring Tasks: Because the level of effort for most tasks under this Phase will depend on the results of inventory, a future cost modification is anticipated to be developed around

the end of 2024 as inventory results become clearer. One task, treatment plan development, can be reasonably foreseen at this time, so costs are included for that task here.

2.1. Historic Properties Treatment Plan (HPTP)

2.1.1. Develop Site Treatment Approach: AZTEC would develop site treatment strategies in coordination with Pima County and/or the Design-Build firm. Site avoidance would be prioritized, and AZTEC would make recommendations to designers to achieve that goal.

Per direction from Pima County, AZTEC's participation in this effort is expected to be minimal. AZTEC will supply information pertaining to sites requiring treatment but will not provide detailed recommendations to achieve site avoidance. Hours are included for meetings, and exhibit or shapefile preparation.

2.1.2. Draft HPTP: AZTEC will prepare an HPTP in accordance with the SFQ specifications and relevant landowning/permitting agency requirements. Treatment strategies developed under Task 2.1.1 will be articulated. Up to 100 sites are expected to require consideration in this plan. Site maps included in the survey report will be updated to include avoidance/treatment strategies developed by Pima County and the Design-Build firm.

2.1.3. Final HPTP: Up to three rounds of comments and revision are expected: one each from Pima County, ASM, and Section 106 consulting parties.

2.1.4. Quality Control/Editing: Hours are included for technical and copyediting review of draft and final survey plans prior to delivery, in accordance with AZTEC's QA/QC procedures.

2.1.5. Coordination/Meetings: Time is included to account for three meetings and other coordination with Pima County, land managing agencies, other permitting authorities, and Section 106 consulting parties. This includes regular monthly progress meetings associated with this task as well as other meetings that may be required. At Pima County's request, AZTEC may draft Section 106 letters.

2.1.6. Task Management: Time is included to track budget and schedule, and to complete invoicing.

AZTEC Engineering Group, Inc.**Contract Number- SFQ-PO-2400011****Project/Contract Description**

Piñon County Middle Miñe ñiber ñatura ñot ño ñrapay

Overhead 165.82%

A DISCIPLINE	B DIRECT LABOR RATE	C OVERHEAD	D BILLING RATE
Contract Principa	□ 000.00	□ 000.00	□ 000.00
Project Manager	□ 00.00	□ 00.00	□ 00.00
Principal Estimator Sr.	□ 00.00	□ 000.00	□ 000.00
Principal Estimator	□ 00.00	□ 00.00	□ 00.00
Project Manager	□ 00.00	□ 00.00	□ 00.00
Project Director	□ 00.00	□ 00.00	□ 00.00
Lab Director	□ 00.00	□ 00.00	□ 00.00
Field Director	□ 00.00	□ 00.00	□ 00.00
Archaeologist	□ 00.00	□ 00.00	□ 00.00
Technician Editor	□ 00.00	□ 00.00	□ 00.00
GIS Manager Specialist Sr.	□ 00.00	□ 000.00	□ 000.00
GIS Specialist Designer	□ 00.00	□ 00.00	□ 00.00
GIS Specialist	□ 00.00	□ 00.00	□ 00.00
Analyst Senior	□ 00.00	□ 00.00	□ 00.00
Analyst	□ 00.00	□ 00.00	□ 00.00
Landscape Architect Director	□ 00.00	□ 000.00	□ 000.00
Landscape Architect Sr.	□ 00.00	□ 000.00	□ 000.00
Landscape Designer	□ 00.00	□ 00.00	□ 00.00
Planning Scientist Sr.	□ 00.00	□ 000.00	□ 000.00
Planning Scientist	□ 00.00	□ 00.00	□ 00.00
Engineer	□ 00.00	□ 000.00	□ 000.00
Digital Manager	□ 00.00	□ 000.00	□ 000.00
Digital Delivery Specialist	□ 00.00	□ 00.00	□ 00.00
Survey Drone Pilot	□ 00.00	□ 00.00	□ 00.00
Survey Party Chief Lidar	□ 00.00	□ 00.00	□ 00.00
Survey Tech	□ 00.00	□ 00.00	□ 00.00

Formulas:

□ Direct Labor Rate

□ Overhead □ 000

□ Billing Rate □ □ □

Prepared For: Pima County
 Project Name: Pima County Middle Mile Fiber
 Project Number: SFQ-PO-2400011

Work Description: Cultural Resources Services
 Contract/PO Number: TBD
 AZTEC Project Number: AZENS2400

LABOR CATEGORIES	Hours (H)	Direct Rate (D)	Labor Direct Cost (H*D)	Overhead (OH) (165.82%)	Subtotal Labor Cost (Labor + OH)
Contract Principal	20	\$114.30	\$2,286.00	\$ 3,790.65	\$ 6,076.65
Project Manager	764	\$55.11	\$42,104.04	\$ 69,816.92	\$ 111,920.96
Principal Investigator- Sr.	324	\$72.09	\$23,357.16	\$ 38,730.84	\$ 62,088.00
Principal Investigator	957	\$50.00	\$47,850.00	\$ 79,344.87	\$ 127,194.87
Ethnographer	2,154	\$46.20	\$99,514.80	\$ 165,015.44	\$ 264,530.24
Project Director	889	\$34.74	\$30,883.86	\$ 51,211.62	\$ 82,095.48
Lab Director	268	\$32.14	\$8,613.52	\$ 14,282.94	\$ 22,896.46
Field Director	1,400	\$28.54	\$39,956.00	\$ 66,255.04	\$ 106,211.04
Archaeologist	1,311	\$23.00	\$30,153.00	\$ 49,999.70	\$ 80,152.70
Technical Editor	312	\$36.50	\$11,388.00	\$ 18,883.58	\$ 30,271.58
GIS Manager/Specialist- Sr.	86	\$84.30	\$7,249.80	\$ 12,021.62	\$ 19,271.42
GIS Specialist/Designer	344	\$40.52	\$13,938.88	\$ 23,113.45	\$ 37,052.33
GIS Specialist	1,546	\$28.32	\$43,782.72	\$ 72,600.51	\$ 116,383.23
Analyst- Sr.	8	\$43.16	\$345.28	\$ 572.54	\$ 917.82
Analyst	8	\$27.00	\$216.00	\$ 358.17	\$ 574.17
Landscape Architect- Mgr	0	\$75.24	\$0.00	\$ -	\$ -
Landscape Architect- Sr.	0	\$62.70	\$0.00	\$ -	\$ -
Landscape Designer/CADD	0	\$42.23	\$0.00	\$ -	\$ -
ENV Planner/Scientist- Sr.	0	\$72.31	\$0.00	\$ -	\$ -
ENV Planner/Scientist	0	\$48.20	\$0.00	\$ -	\$ -
Engineer	0	\$81.36	\$0.00	\$ -	\$ -
Digital Delivery- Mgr	0	\$87.46	\$0.00	\$ -	\$ -
Digital Delivery- Specialist	0	\$57.17	\$0.00	\$ -	\$ -
Survey/Drone Pilot	0	\$53.51	\$0.00	\$ -	\$ -
Survey Party Chief/Lidar	0	\$42.75	\$0.00	\$ -	\$ -
Survey Tech	0	\$29.75	\$0.00	\$ -	\$ -
Subtotal Labor Cost (Hours, Labor + Overhead)	10,391		\$ 401,639.06	\$ 665,997.89	\$ 1,067,636.95
Profit (Labor Cost Subtotal x Profit Rate)			10.00%		\$ 106,763.69
AZTEC Total Labor Cost (Labor Total + Profit)					\$ 1,174,400.64

EXPENSES (AT COST, NO MARKUP)	Units	Unit Cost	Cost
Lodging (Low Season Reimbursement Rate for Area)	40	\$120.00	\$ 4,800.00
Lodging (High Season Reimbursement Rate for Area)	40	\$169.00	\$ 6,760.00
Per Diem (Allowable Reimbursement Rate for Area)	160	\$54.00	\$ 8,640.00
Vehicle Rental (Full Size SUV, Daily)	152	\$71.50	\$ 10,868.00
Fuel (Gallons)	240	\$3.73	\$ 895.20
ASM Project Registration Fees (Class III, Q006384)	1	\$24,716.55	\$ 24,716.55
ASM Project Registration Fees (Ethnography, Q006382)	1	\$1,082.90	\$ 1,082.90
ASM Project Registration Fees (Geomorphology Monitoring, Q006434)	1	\$4,093.19	\$ 4,093.19
Backhoe and Water Truck, daily	15	\$2,200.00	\$ 33,000.00
Compaction Wheel, daily	15	\$125.00	\$ 1,875.00
Direct Expenses Total			\$ 96,730.84

OUTSIDE SERVICES (AT COST, NO MARKUP)	Cost
Gary Huckleberry, Geomorphologist	\$ 54,950.00
Outside Services/Consultants Total	\$ 54,950.00

TOTAL COST ESTIMATE (AZTEC TOTAL + EXPENSES + OUTSIDE SERVICES) \$ 1,326,081.48



Michael Shirley
 Senior Vice President

4/9/2024

Date

		Work Description: Cultural Resources Services																	
		Contract/PO Number: TBD																	
		AZTEC Project Number: AZEN52400																	
		Contract Principal	Project Manager	Principal Investigator-Sr.	Principal Investigator	Ethnographer	Project Director	Lab Director	Field Director	Archaeologist	Technical Editor	GIS Manager/Specialist-Sr.	GIS Specialist/Designer	GIS Specialist	Analyst-Sr.	Analyst	Subtotal Hours	Subtotal Cost	
Billable Rate	\$334.22	\$161.14	\$210.79	\$146.20	\$135.09	\$101.58	\$93.98	\$83.45	\$67.25	\$106.73	\$246.49	\$118.48	\$82.81	\$126.20	\$78.95				
Task 1.1: Permitting																			
1.1.1. Draft Survey Plan	8	2	60			16	16		40	2	40	120		304	\$ 32,759.96				
1.1.1.2. Survey Plan	8		20				24					80		132	\$ 12,840.96				
1.1.3. Other ADA Permit and RA		1				2			10					13	\$ 1,061.68				
1.1.4. Federal Permits	2		2			16		16				8		44	\$ 3,856.84				
1.1.5. ADOT Permitting						2		4						6	\$ 456.97				
1.1.6. Quality Control/Editing									40	2				62	\$ 8,977.91				
1.1.7. Coordination/Meetings	8		20			8	12							36	\$ 4,399.13				
1.1.8. Task Management	2	24												26	\$ 4,535.86				
Subtotal Hours	2	50	22	91	0	8	48	40	30	80	4	40	208	0	0		623	\$ 68,834.00	
Subtotal Cost	\$ 668.43	\$ 8,057.14	\$ 4,637.44	\$ 13,304.29	\$ -	\$ 82.64	\$ 4,510.94	\$ 3,338.06	\$ 2,017.57	\$ 8,538.14	\$ 985.98	\$ 4,739.25	\$ 17,224.12	\$ -	\$ -	\$ -	Labor and Profit (Fee)	\$ 62,576.37	
																Total Labor	\$ 68,834.00		
Task 1.2: Records/Literature Review																			
1.2.1. Records Review	16	2	20	10	100	20	80	80		4		20		348	\$ 33,024.88				
1.2.2. Prepare Georeferenced		8		8						2		40		52	\$ 5,467.92				
1.2.3. Prepare Shapefiles										8	8	40	40	122	\$ 10,429.98				
1.2.4. Summary Report/ArcGIS map	4		40		80		40			8	8	40	40	260	\$ 28,834.46				
1.2.5. Quality Control/Editing	8	8	24											40	\$ 6,484.11				
1.2.6. Coordination/Meetings	40		4											20	\$ 3,000.00				
1.2.7. Task Management	2	24												26	\$ 4,535.86				
Subtotal Hours	2	92	10	96	10	184	20	120	80	8	14	40	240	0	0		916	\$ 97,870.40	
Subtotal Cost	\$ 668.43	\$ 14,825.13	\$ 12,107.93	\$ 14,035.30	\$ 1,350.90	\$ 18,690.80	\$ 1,879.56	\$ 10,014.18	\$ 5,380.20	\$ 853.81	\$ 3,450.93	\$ 4,739.25	\$ 19,873.98	\$ -	\$ -	\$ -	Labor and Profit (Fee)	\$ 8,897.31	
																Total Labor	\$ 97,870.40		
Task 1.3: Ethnographic Study - Phase 1																			
1.3.1. Preparation	8	40		240						1	40	24		353	\$ 49,115.52				
1.3.2. Community Partnering	80	80	40	400				200		1	40	300		800	\$ 106,329.06				
1.3.3. Collaboration	20			100				600						1,963	\$ 23,172.73				
1.3.4. Evaluation			4	16										20	\$ 2,744.24				
1.3.5. Documentation		20	24	320						4	40	40		448	\$ 59,990.95				
1.3.6. Quality Control/Editing	16									80				96	\$ 11,910.82				
1.3.7. Coordination/Meetings	40	40		80						4				164	\$ 26,670.57				
1.3.8. Task Management	10	140												150	\$ 25,902.14				
Subtotal Hours	49	298	196	68	2056	0	0	800	0	80	10	120	364	0	0		3,992	\$ 500,877.02	
Subtotal Cost	\$ 3,342.15	\$ 46,409.11	\$ 41,315.35	\$ 9,941.67	\$ 27,774.47	\$ -	\$ -	\$ 66,261.22	\$ -	\$ 8,538.14	\$ 2,464.95	\$ 14,217.75	\$ 30,142.20	\$ -	\$ -	\$ -	Labor and Profit (Fee)	\$ 45,342.75	
																Total Labor	\$ 500,877.02		
Task 1.4: Geomorphological Investigation																			
1.4.1. Permitting	20							120	40					196	\$ 18,515.25				
1.4.2. Monitoring and Field			20					140				60		220	\$ 19,448.24				
1.4.3. Quality Control/Editing	2		2					4				14		8	\$ 1,041.59				
1.4.4. Coordination/Meetings	16		16											46	\$ 6,076.82				
1.4.5. Task Management	16													16	\$ 2,578.28				
Subtotal Hours	0	54	0	38	0	0	0	120	0	180	4	0	60	80	0	0		486	\$ 47,660.18
Subtotal Cost	\$ -	\$ 8,701.71	\$ -	\$ 5,555.64	\$ -	\$ -	\$ 11,277.36	\$ -	\$ 12,105.44	\$ 426.91	\$ -	\$ 7,108.88	\$ 2,484.25	\$ -	\$ -	\$ -	Labor and Profit (Fee)	\$ 4,332.74	
																Total Labor	\$ 47,660.18		
Task 1.5: Class III Survey																			
1.5.1. Mobilization				80		80		40	40		20	40	20	320	\$ 37,175.99				
1.5.2. Survey	8			240		240		480						968	\$ 77,978.00				
1.5.3. Site Recording	8			225				225						458	\$ 39,276.55				
1.5.4. Data Processing			320	40			120	80	16		20	40		60	\$ 5,681.96				
1.5.5. UTM Survey Report	40		24			40		16						936	\$ 104,470.56				
1.5.6. Final Survey Report	8							40	16					148	\$ 15,179.73				
1.5.7. Quality Control/Editing	20		40					80		180	2			176	\$ 26,771.15				
1.5.8. Project Registration														286	\$ 22,104.07				
1.5.9. Coordination/Meetings	20	16	16	16	48						2			116	\$ 15,972.05				
1.5.10. Task Management	4	80												84	\$ 14,228.28				
Subtotal Hours	2	184	56	440	56	593	80	440	4021	100	54	60	484	0	0		3,572	\$ 358,995.33	
Subtotal Cost	\$ 1,336.86	\$ 29,650.26	\$ 11,304.39	\$ 64,328.44	\$ 7,665.03	\$ 60,237.21	\$ 7,518.24	\$ 36,718.67	\$ 58,664.76	\$ 10,672.67	\$ 13,310.72	\$ 7,108.88	\$ 40,079.19	\$ -	\$ -	\$ -	Labor and Profit (Fee)	\$ 32,355.94	
																Total Labor	\$ 358,995.33		
Task 1.6: Historic Properties Treatment Plan																			
2.1.1. Develop Site Treatment Approach	24			24	8	24				2	24	60		166	\$ 19,199.93				
2.1.2. Draft HPTP				160		40								336	\$ 39,033.56				
2.1.3. Final HPTP			16		40									96	\$ 9,714.76				
2.1.4. Quality Control/Editing		40												82	\$ 13,193.76				
2.1.5. Coordination/Meetings	52		24	24						40	2			80	\$ 11,907.55				
2.1.6. Task Management	2	40												42	\$ 7,114.14				
Subtotal Hours	2	96	40	224	32	104	0	0	0	40	4	24	220	8	8		802	\$ 100,163.71	
Subtotal Cost	\$ 668.43	\$ 15,469.70	\$ 8,431.70	\$ 32,749.02	\$ 4,322.87	\$ 10,564.37	\$ -	\$ -	\$ 4,269.07	\$ 985.98	\$ 2,842.55	\$ 18,217.81	\$ 1,009.61	\$ 631.59	\$ -	\$ -	Labor and Profit (Fee)	\$ 9,105.79	
																Total Labor	\$ 100,163.71		
Total Labor Hours	20	764	324	957	2154	889	268	1400	1311	312	86	344	1546	8	8	10,391	\$ 1,174,400.64		
Total Labor Cost	\$ 6,684.31	\$ 123,113.06	\$ 68,296.80	\$ 139,914.36	\$ 290,982.27	\$ 90,305.02	\$ 25,186.10	\$ 116,832.14	\$ 88,167.98	\$ 33,298.74	\$ 21,198.56	\$ 40,797.56	\$ 128,021.55	\$ 1,009.61	\$ 631.59	\$ -	\$ 1,174,400.64		

Quote

Quote No **Q006384**

Job No. 006787

Date 21 March 2024

Valid To 20 May 2024

Arizona State Museum
C/O RII Business Center
University of Arizona
Marshall Building - Room 525
845 N Park Avenue
PO Box 210158B
Tucson, AZ 85721

Aztec Engineering, TYPSCA Group
501 N. 44th St., Ste. 300
Phoenix
AZ 85008

Pima County Regional Middle Mile Broadband Infrastructure Project

Online Quote Request 03/20/2024 9:00 pm

Submitted By: John Langan / jlangan@aztec.us [520-343-1133]

AZENS2400

Survey in support of fiber optic system development

Client Selected:

Aztec Engineering, TYPSCA Group:Aztec Engineering, TYPSCA Group
501 N. 44th St., Ste. 300:501 N. 44th St., Ste. 300
Phoenix:Phoenix
AZ:AZ
85008:85008
(602) 454-0402:(602) 454-0402
(602) 454-0403:(602) 454-0403
<http://www.aztec.us/>:<http://www.aztec.us/>

Project Sponsor: Pima County

Project Name: Pima County Regional Middle Mile Broadband Infrastructure Project

Project Number: AZENS2400

ASM Accession Number:

Project Description: Survey in support of fiber optic system development

Land Ownership: Private: YES

Land Ownership: Tribal: YES

Land Ownership: Federal: YES

Land Ownership: State: YES

Estimated Project Start Date: 06/03/2024

Estimated Project End Date: 12/31/2024

Service: PROJECT REGISTRATION: YES

Project will be carried out under an AAA Permit: SELECTED

Non-collection Survey: SELECTED

Number of acres on State land: 1800.0

Number of linear miles on State land: 100

Number of calendar days project duration on State land: 25

AAA Project-specific Permit Yes: SELECTED

AAA Project-specific Permit: YES

Project-specific Work Plan: SELECTED

Expedite PS Permit: NO

Number of person field days: 100

Number of new sites to be recorded: 45

Number of sites to be updated: 60

Number of linear inches of documents to be curated at ASM: 1

Number of digital images to be curated at ASM: 150

Quote

Rate-Based Services

Description	Time	Rate	Amount
Project Registration, Non-collection survey - Assistant - (ARO)	0.67	38.00	25.33
Project Registration, Non-collection survey - Specialist - (ARO)	0.60	83.00	49.80
Records Curation Agreement Processing - Specialist - (ARO)	0.20	83.00	16.60
CURATION Prepare Documents - Assistant - (ARO)	0.33	38.00	12.67
CURATION Prepare Documents - Specialist - (ARO)	0.17	83.00	13.83
Review Permit Application - Professional	2.00	0.00	0.00
Review Permit Application - Specialist	4.00	0.00	0.00
Review Draft Report - Specialist - (PO, ARO)	5.00	83.00	415.00
Review Draft Report - Professional - (PO)	0.75	125.00	93.75
CURATION Prepare Archive - Assistant - (ARCHIVE)	0.30	38.00	11.40
CURATION Prepare Archive - Professional - (ARCHIVE)	0.33	125.00	41.67
CURATION ASM Site Card New - Assistant - (ARO)	45.00	38.00	1,710.00
CURATION ASM Site Card New - Specialist - (ARO)	60.00	83.00	4,980.00
CURATION ASM Site Card Update - Assistant - (ARO)	45.00	38.00	1,710.00
CURATION ASM Site Card Update - Specialist - (ARO)	120.00	83.00	9,960.00
CURATION Prepare Photos - Specialist - (PHOTO)	45.00	83.00	3,735.00
CURATION Process Images - Professional - (PHOTO)	15.00	125.00	1,875.00

Fee-Based Services

Description	Quantity	Rate	Amount
CURATION in perpetuity of a linear inch of documentation	1.00	66.50	66.50
		Sub Total	24,716.55
		Tax	0.00
		Total	24,716.55

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

Quote

Quote No **Q006382**

Job No. 006784

Date 21 March 2024

Valid To 20 May 2024

Arizona State Museum
C/O RII Business Center
University of Arizona
Marshall Building - Room 525
845 N Park Avenue
PO Box 210158B
Tucson, AZ 85721

Aztec Engineering, TYPSC Group
501 N. 44th St., Ste. 300
Phoenix
AZ 85008

Middle Mile Ethnography

Online Quote Request 03/20/2024 2:36 pm

Submitted By: Will Russell / wrussell@aztec.us [480.244.7731]

Billing Contact: Will Russell wrussell@aztec.us 480.244.7731

PAZENS2400E

Revisiting three previously recorded archaeological projects on state land. No collections. No ground disturbance.

Client Selected:

Aztec Engineering, TYPSC Group:Aztec Engineering, TYPSC Group
501 N. 44th St., Ste. 300:501 N. 44th St., Ste. 300

Phoenix:Phoenix

AZ:AZ

85008:85008

(602) 454-0402:(602) 454-0402

(602) 454-0403:(602) 454-0403

<http://www.aztec.us>:<http://www.aztec.us>/

Project Sponsor: Pima County

Project Name: Middle Mile Ethnography

Project Number: PAZENS2400E

ASM Accession Number:

Project Description: Revisiting three previously recorded archaeological projects on state land. No collections. No ground disturbance.

Land Ownership: Private: NO

Land Ownership: Tribal: NO

Land Ownership: Federal: NO

Land Ownership: State: YES

Estimated Project Start Date: 04/15/2024

Estimated Project End Date: 12/31/2024

Service: PROJECT REGISTRATION: YES

Project will be carried out under an AAA Permit: SELECTED

Non-collection Survey: SELECTED

Number of acres on State land: 4.0

Number of linear miles on State land: 0

Number of calendar days project duration on State land: 2

AAA Project-specific Permit No: SELECTED

AAA Blanket Permit already issued for calendar year: SELECTED

Acknowledgement of Notification of Intent to conduct non-collection survey: YES

Number of person field days: 2

Number of new sites to be recorded: 0

Number of sites to be updated: 3

Quote

Number of linear inches of documents to be curated at ASM: 1
 Number of digital images to be curated at ASM: 3

Rate-Based Services

Description	Time	Rate	Amount
Project Registration, Non-collection survey - Assistant - (ARO)	0.67	38.00	25.33
Project Registration, Non-collection survey - Specialist - (ARO)	0.60	83.00	49.80
Review Draft Report - Specialist - (ARO)	2.00	83.00	166.00
CURATION Prepare Documents - Assistant - (ARO)	0.33	38.00	12.67
CURATION Prepare Documents - Specialist - (ARO)	0.17	83.00	13.83
CURATION Prepare Archive - Assistant - (ARCHIVE)	0.30	38.00	11.40
CURATION Prepare Archive - Professional - (ARCHIVE)	0.33	125.00	41.67
CURATION ASM Site Card Update - Assistant - (ARO)	2.25	38.00	85.50
CURATION ASM Site Card Update - Specialist - (ARO)	6.00	83.00	498.00
CURATION Prepare Photos - Specialist - (PHOTO)	0.90	83.00	74.70
CURATION Process Images - Professional - (PHOTO)	0.30	125.00	37.50

Fee-Based Services

Description	Quantity	Rate	Amount
CURATION in perpetuity of a linear inch of documentation	1.00	66.50	66.50
		Sub Total	1,082.90
		Tax	0.00
		Total	1,082.90

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

Quote

Quote No **Q006434**

Job No. 006837

Date 02 April 2024

Valid To 01 June 2024

Aztec Engineering, TYPSC Group
501 N. 44th St., Ste. 300
Phoenix
AZ 85008

Arizona State Museum
C/O RII Business Center
University of Arizona
Marshall Building - Room 525
845 N Park Avenue
PO Box 210158B
Tucson, AZ 85721

Middle Mile Broadband Infrastructure Project

Online Quote Request 04/02/2024 12:29 pm

Submitted By: John Langan / jlangan@aztec.us [520-343-1133]
AZENS2400

Monitoring for geomorphological trenching in advance of fiber optic network installation. Trenches would be placed outside the boundaries of known sites. AZTEC has previously obtained quotes for services associated with other parts of this project, including survey and site documentation. This quote is intended to only capture the costs of permitting and registration in the event that previously unrecorded subsurface sites are encountered during geomorphological trenching.

Client Selected:

Aztec Engineering, TYPSC Group:Aztec Engineering, TYPSC Group
501 N. 44th St., Ste. 300:501 N. 44th St., Ste. 300
Phoenix:Phoenix
AZ:AZ
85008:85008
(602) 454-0402:(602) 454-0402
(602) 454-0403:(602) 454-0403
<http://www.aztec.us/>:<http://www.aztec.us/>

Project Sponsor: Pima County

Project Name: Middle Mile Broadband Infrastructure Project

Project Number: AZENS2400

ASM Accession Number:

Project Description: Monitoring for geomorphological trenching in advance of fiber optic network installation. Trenches would be placed outside the boundaries of known sites. AZTEC has previously obtained quotes for services associated with other parts of this project, including survey and site documentation. This quote is intended to only capture the costs of permitting and registration in the event that previously unrecorded subsurface sites are encountered during geomorphological trenching.

Land Ownership: Private: YES

Land Ownership: Tribal: NO

Land Ownership: Federal: NO

Land Ownership: State: YES

Estimated Project Start Date: 05/31/2024

Estimated Project End Date: 12/31/2024

Service: PROJECT REGISTRATION: YES

Project will be carried out under an AAA Permit: SELECTED

Monitoring and Testing/Excavation: SELECTED

AAA Project-specific Permit: YES

Project-specific Work Plan: SELECTED

Expedite Permit Request: NO

Number of person field days: 15

Quote

Site Number(s): N/A

Number of new sites to be recorded: 3

Number of sites to be updated: 0

Number of linear inches of documents to be curated at ASM: 1

Curated at ASM, Yes: SELECTED

Expedite Repository Agreement, No: SELECTED

Number digital images to be curated at ASM: 30

Number half-boxes of artifacts to be curated at ASM: 1

Number of cataloged objects to be curated at ASM: 0

Service: BURIAL DISCOVERY AGREEMENT: YES

Burial Discovery Agreement Involves Both State and Private Land: SELECTED

Burial Discovery Agreement Type: Standard: SELECTED

Expedite Burial Discovery Agreement: NO

Percent of Burial Discovery Agreement project on Private Land: 10

Number of linear inches of documents pertaining to Burial Discovery Agreement submission requirements (minimum of 1 inch required).: 1

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, Monitoring and Testing/Excavation, curated at ASM - Specialist - (ARO)	0.60	83.00	49.80
Project Registration, Monitoring and Testing/Excavation, curated at ASM - Assistant - (ARO)	0.60	38.00	22.80
Repository Services Agreement Processing - Specialist - (REPO)	1.67	83.00	138.33
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 Prepare Bulk Artifacts - Assistant - (REPO)	0.40	38.00	15.20
CURATION Prepare Bulk Artifacts - Specialist - (REPO)	0.50	83.00	41.50
CURATION Review Draft Report (BA) - Professional - (RO)	2.00	125.00	250.00
CURATION Prepare Archive - Assistant - (ARCHIVE)	0.60	38.00	22.80
CURATION Prepare Archive - Professional - (ARCHIVE)	0.67	125.00	83.33
CURATION ASM Site Card New - Assistant - (ARO)	3.00	38.00	114.00
CURATION ASM Site Card New - Specialist - (ARO)	4.00	83.00	332.00
CURATION Prepare Photos - Specialist - (PHOTO)	9.00	83.00	747.00
CURATION Process Images - Professional - (PHOTO)	3.00	125.00	375.00

Fee-Based Services

Description	Quantity	Rate	Amount
CURATION in perpetuity of a half-cubic-foot box of artifacts	1.00	613.00	613.00
CURATION in perpetuity of a linear inch of documentation	1.00	66.50	66.50
CURATION in perpetuity of a linear inch of	1.00	66.50	66.50

Quote

documentation

Sub Total	4,093.19
Tax	0.00
Total	4,093.19

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



ROC 168825 / 168826

June 1, 2023

Hi,

As of June 19, 2023, our rates will be as follows:

Backhoe Excavation - \$120.00

Water Truck - \$100.00

Compaction Wheel - \$125.00 per day

For any projects that are already priced at the old rate, we will honor that rate.

If you need any further information or have any questions, please do not hesitate to contact me at (480) 963-1404 or via email at caseysbs@gmail.com.

Sincerely,

Keith A. Tanko, President

Gary Huckleberry
ghuck10@comcast.net
March 21, 2024

Draft Proposal for Conducting Phase 1 Geomorphological Investigation as Part of the Middle Mile Broadband Infrastructure Project, Pima County, Arizona

Submitted to:

Aztec Engineering
5151 E Broadway Blvd, Suite 1600
Tucson, AZ 85711

Introduction

Presented below is a proposal to conduct a geomorphological investigation of the Area of Potential Effect (APE) for a 134-mile contiguous open access fiber network ring centered on the Tucson Metropolitan area as part of the Pima County Middle Mile Broadband Infrastructure Project. The objective of the Phase 1 part of this investigation is to evaluate the potential for cultural resources at and below the surface within the APE based on surficial geological processes. The results will be used to help guide the archaeological survey field effort. The geomorphological investigation will be accomplished through review of existing soil and surficial geologic mapping, ground reconnaissance, strategic geomorphic test excavations and geologic dating. An ancillary part of the investigation is to also evaluate which landforms crossed by the APE were likely to have supported Indigenous floodwater farming activities. The resulting information will be used to help guide the archaeological survey field effort.

Methods and Deliverables

Step 1: Evaluation of Existing Maps

Preliminary assessment of surface and subsurface archaeological potential and areas conducive for floodwater farming within the APE will be based on an evaluation of surficial geologic and soil maps and review of previous investigations with alluvial chronological information. Surficial geologic maps at 1:24,000 scale are provided by the Arizona Geological Survey. Soil maps and supporting information are available through the Natural Resources Conservation Service (NRCS) Web Soil Survey and the NRCS Soil Survey Browser provided by the University of California-Davis Soil Resource Laboratory.

APE segments will be assigned as having low, medium, and high potential for intact subsurface cultural evidence. Low potential areas include Pleistocene river, alluvial fan, and basin floor surfaces. These surfaces contain mature soils and comprise the majority of the APE corridor. Medium potential areas include Holocene stream and alluvial fan terraces with gravel and coarse sandy alluvium associated with high energy streamflow. Whereas deposits associated with these landforms may conceal cultural evidence, the integrity of that evidence is uncertain due to the energetic depositional environment. These include floodplains associated with the Agua Caliente

Wash, Canada del Oro, Cienega Creek, Rincon Creek, and Tanque Verde Wash as well as several large unnamed washes. High potential areas include Holocene river and stream surfaces with fine-grained alluvium. These landforms contain low energy deposits of appropriate age that are favorable for burying and concealing intact cultural features. The main areas of High potential within the APE are in the Santa Cruz River and Brawley Wash floodplains.

Areas considered to have a low potential for surface archaeological remains due to geological processes will also be determined. These are primarily modern stream channels that support flashy runoff and high velocity flow due to hydraulic factors such as channel gradient and catchment size.

The APE crosses multiple Holocene alluvial surfaces in piedmont settings which have minimal topographic relief, particularly in the Avra Valley along Sandario Road and on the lower western piedmont of the Santa Rita Mountains along Sahuarita Road. Such areas are known to contain discontinuous ephemeral streams with reaches of unconfined flow and young alluvial soils. Such areas crossed by the APE will be identified as having floodwater farming potential.

Step 2: Creation of Geospatial Files

Based on information gained during Step 1, the geomorphologist will work with Aztec GIS staff to create provisional map layers showing APE segments with low, medium, and high archaeological potential as well as areas favorable for floodwater farming. Provisional maps will be revised as necessary based on subsequent data collection.

Step 3: Surface Reconnaissance

Selected APE segments will be field inspected. Emphasis will be on areas identified as having high and medium potential for subsurface cultural resources and/or crossing areas suitable for floodwater farming. Efforts will be made to locate natural soil and stratigraphic exposures, and stream channels crossed by the APE will be evaluated with respect to bedload type (a proxy for flow regime) and depth of incision. Areas with high and medium potential for subsurface cultural resources that 1) lack previously published chronological information, 2) show no evidence of recent surface disturbance, and 3) are located outside known utilities and archaeological site boundaries will be evaluated for possible geomorphic trenching.

Step 4: Geomorphic Excavations, Documentation, and Sampling

Following clearance from Aztec staff, strategic areas will be selected for geomorphic backhoe trenching. Trenches will be approximately 10 m long and 1.5 m deep and designed to characterize soils and alluvial stratigraphy following standard protocols. Efforts will be made to identify materials suitable for radiocarbon (^{14}C) and optically stimulated luminescence (OSL) dating. Under favorable conditions, e.g., cohesive soils, depth of trenching may be increased another meter to expose deeper deposits. In such cases, trenches will be “stepped” to meet OSHA safety requirements. Efforts will be made to identify materials suitable for ^{14}C dating include concentrations of charred organic material and buried A horizons, the latter providing a mean residence age. Efforts will also be made to obtain suitable OSL samples consisting of well-

sorted and bedded sandy alluvium that can be extracted with metal tubes hammered into trench walls. Trenches will be recorded by Aztec's GIS mapping team.

Step 5: Data Analysis and Write-Up

Newly obtained geomorphic, pedologic, and alluvial chronological information will be used to revise provisional maps of high, medium, and low archaeological potential based on landform age and depositional environment. Results will be presented in a final report with accompanying geospatial files that highlights areas along the APE corridor where buried cultural resources may be present and areas favorable for traditional floodwater farming.

Proposed Budget

LABOR

Step 1 (Geologic and soil map evaluation): 40 hrs X \$105/hr =	\$ 4,200
Step 2 (GIS layer construction): 20 hrs X \$105/hr =	\$ 2,100
Step 3 (Surface reconnaissance): 40 hr X \$105/hr =	\$ 4,200
Step 4 (Geomorphic excavations):	
4.1 NW Tucson Basin and Avra Valley: 40 hr X \$105/hr =	\$ 4,200
4.2 South Tucson Basin: 40 hr X \$105/hr =	\$ 4,200
4.3 NE and east Tucson Basin: 40 hr X \$105/hr =	\$ 4,200
Step 5 (Data analysis and write-up): 100 hr X \$105/hr =	\$10,500
Time coordinating with Aztec staff: 30 hr X \$105/hr =	<u>\$ 3,150</u>
	Subtotal
	\$36,750

LABORATORY ANALYSIS

Radiocarbon dating (see attached document): 14 samples X \$675/sample =	\$ 9,450
Luminescence dating (see attached document): 14 samples X \$625/sample =	<u>\$ 8,750</u>
	Subtotal
	\$18,200
	Total
	\$54,950



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

March 28, 2024

Mr. John Langan
Aztec Engineering Group, Inc.
5151 E. Broadway Road, Suite 1600
Tucson, AZ 85711

Subject: Pima County Middle Mile Broadband Infrastructure Project

Dear Mr. Langan,

Below is a cost estimate for me to conduct geomorphological fieldwork, data analysis, and write-up as part of an evaluation of cultural resource potential for Phase 1 of the Pima County Middle Mile Broadband Infrastructure Project.

Cost Estimate

Labor: 350 hrs X \$105/hr = \$36,750

Cost Estimate Total = \$36,750

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



BETA ANALYTIC, INC
4985 S.W. 74th Court
33155 - Miami, FL
USA
info@betalabservices.com

Estimate Number 00013381
Created Date 3/19/2024
Expiration Date 1/31/2025

QUOTE FOR

Gary Huckleberry
University of Arizona - Department of Geosciences, Earth Climate & Ecosystems Research
Department of Geosciences, University of Arizona
Gould-Simpson Building #77, 1040 E 4th St.
Tucson, AZ 85721
USA

Product	Product Description	Quantity	Service Price	Total Price
AMS Standard - 14 business days	Standard AMS radiocarbon dating analysis. Results in 14 business days.	14.00	USD 675.00	USD 9,450.00
Subtotal				USD 9,450.00
Total Price				USD 9,450.00

NOTES

OUR BANK INFORMATION

Wells Fargo Bank - 1699 Coral Way, Miami, FL 33145 United States

ABA: 063107513 (For domestic ACH; only for US clients)
Swift Code: WFBUS6S
Beneficiary: Beta Analytic Inc
Account Number: 7347138161

IMPORTANT: Please state the invoice/estimate number on your wire transfer. Also, please be sure to pay all associated bank fees for the transaction. Bank fees should not be deducted from the invoice amount. This service is exempt from VAT.

**Geoluminescence Dating
Research Laboratory**

Baylor University
Dept. of Geosciences
Baylor Science Building
One Bear Place #97354,
Waco, Texas 76798 USA
Tel.: 1-254-710-2361
Fax: 1-254-710-2673
E-mail: Steven_Forman@baylor.edu

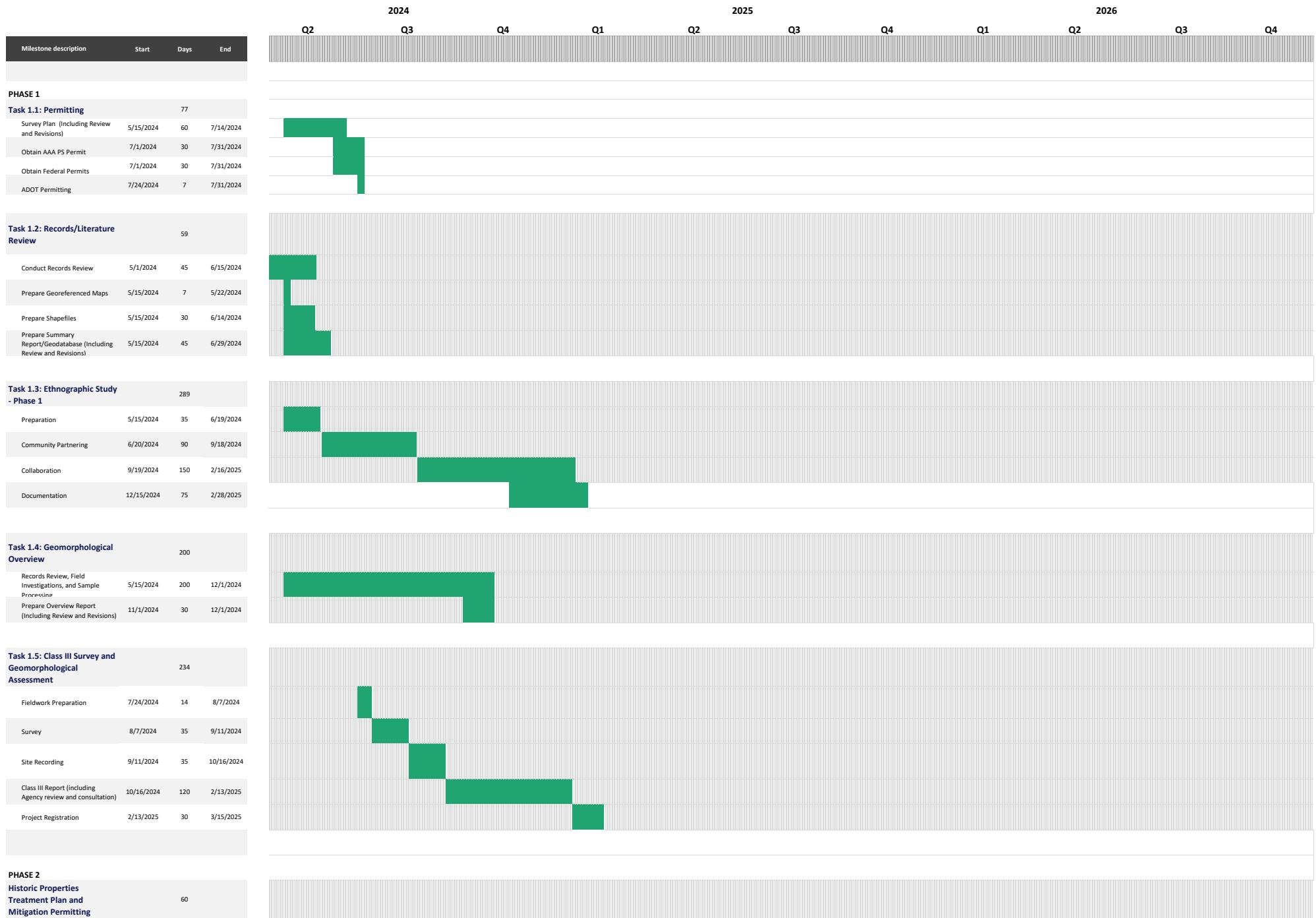
Quotation BG2024-A

Date: March 19, 2024

To: Dr. Gary Huckleberry
Department of Geosciences
University of Arizona
Gould-Simpson Building, #77
1040 E. 4th Street
Tucson, AZ 85721 USA

<i>Description</i>	<i>Quantity</i>	<i>Cost</i>	<i>Total</i>
Optically stimulated luminescence (OSL) dating of quartz extracts from sediment in archaeological context, in the Tucson Basin, AZ OSL age within 140 days of receipt of sample in laboratory	<i>14</i>	\$625 USD	\$8750 USD





Milestone description	Start	Days	End
Develop Site Treatment Approach	12/1/2024	45	1/15/2025
Prepare HPTP (Including Review by ASM and Consulting Parties, and Revisions)	12/1/2024	60	1/30/2025

End Exhibit B – Compensation Schedule

EXHIBIT C – CONTRACT PROVISIONS (2 Pages)

In addition to other provisions required by the Federal agency or non-Federal entity, County is required to include the following additional provisions, as applicable, under 2 C.F.R. Pt. 200, Appendix II.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60–1.3](#) must include the equal opportunity clause provided under [41 CFR 60–1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964–1965 Comp.](#), p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141–3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141–3144](#), and [3146–3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are

unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or Sections ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251–1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.323](#). Procurement of recovered materials.

(K) See [§ 200.216](#). Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See [§ 200.322](#). Domestic preference for procurements, and 2 CFR Part 184, Buy America preferences for infrastructure projects.

(M) Compliance with 1933 Buy American Act requirements if applicable.

END OF EXHIBIT C – CONTRACT PROVISIONS

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Misty Klemme	
	PHONE (A/C, No, Ext): 602-749-4112	FAX (A/C, No):
INSURED	E-MAIL ADDRESS: misty.klemme@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A : Liberty Insurance Corporation	42404
	INSURER B : First Liberty Insurance Corporation	33588
	INSURER C : Endurance American Specialty Ins Co	41718
	INSURER D : Liberty Mutual Fire Insurance Company	23035
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY				TB7Z61065463094	01/01/2024	01/01/2025	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
								MED EXP (Any one person)	\$10,000
								PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$2,000,000
	POLICY PROJECT							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY				AS7Z61065463084	01/01/2024	01/01/2025	OTHER:	\$
	ANY AUTO OWNED AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	Hired AUTOS ONLY							BODILY INJURY (Per person)	\$
								BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
A	UMBRELLA LIAB				TH7Z61065463124	01/01/2024	01/01/2025	EACH OCCURRENCE	\$9,000,000
	EXCESS LIAB							AGGREGATE	\$9,000,000
	DED								\$
	RETENTION \$0								
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y / N N	WC6Z61065463104	01/01/2024	01/01/2025	X PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
								E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	Professional & Pollution Liab Claims Made Basis			X	X	DPL30001421704	01/01/2024	01/01/2025	\$5,000,000 Per Claim \$10,000,000 Aggregate \$250,000 SIR

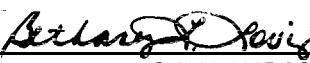
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

AZTEC Engineering Group, Inc. - Retro Date: 11/01/1992 | Beiswenger, Hoch & Associates, Inc. - Retro Date:
01/01/1955

Insurer D: Leased/Rented Equipment Policy YU2Z61065463114: \$25,000 per item Limit/ \$1,000 Deductible.
Valuable papers coverage is included with a \$400,000 limit.
(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Pima County Attn: Office of Sustainability and Conservation 150 W. Congress, 3rd Floor Tucson, AZ 85701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

DESCRIPTIONS (Continued from Page 1)

Insurer A: Hired Auto Physical Damage Policy AS7Z61065463084: \$75,000 Limit/\$1,000 Comp/Coll Deductible.

The General Liability, Automobile Liability, Umbrella Liability, and Pollution Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate holder, only when Required by Contract for work performed by the Named Insured. The General Liability, Automobile Liability, Umbrella Liability and Pollution Liability policies contain a special endorsement with Primary and Noncontributory wording, when required by written contract. The General Liability, Automobile Liability, Umbrella Liability, Pollution Liability, and Workers Compensation policies include a Waiver of Subrogation endorsement in favor of the Certificate Holder as referenced above. The General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional/Pollution Liability policies include an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier. General Liability General Aggregate Limit applies per project and location. General Liability, Automobile Liability, and Workers Compensation are in the Underlying Schedule of the Umbrella policy.

RE: Project #: AZENS2400, Contract No. CT-CPO-24-429, Project Name: Pima County Middle Mile Broadband Infrastructure Project (PCRMMP).

Additional Insured Includes: Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

SCHEDULE

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. 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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or**

- 2. Available under the applicable limits of insurance;**

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of
Rights Of Recovery Against Others To Us** of
Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Schedule

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

As required by written contract or agreement entered into prior to loss.

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

The Aggregate Limit is the most we will pay for the sum of all damages under this **Item 11**.

D. Other Insurance

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this Policy.

Item 12. Mobile Equipment Redefined

The definition of "mobile equipment" in **Section V – Definitions** is amended to include self-propelled vehicles with permanently attached equipment less than 1000 pounds gross vehicle weight that are primarily designed for:

- (1) Snow removal;
- (2) Road maintenance, but not construction or resurfacing; or
- (3) Street cleaning.

Item 13. Newly Formed Or Acquired Entities

A. Paragraph 3. of **Section II – Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until:
 - (1) The 180th day after you acquire or form the organization;
 - (2) Separate coverage is purchased for the organization; or
 - (3) The end of the policy periodwhichever is earlier;
 - b. **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. **Section I – Coverage B – Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- B.** The insurance afforded to any organization as a Named Insured under this **Item 13**. does not apply if a Broad Form Named Insured endorsement attached to this Policy applies to that organization.

Item 14. Waiver Of Right Of Recovery By Written Contract Or Agreement

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of **Section IV – Commercial General Liability Conditions**:

We waive any right of recovery because of payments we make under this Policy for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed in a written contract or agreement to waive your rights of recovery but only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed subsequent to the execution of the written contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT OR DESIGNATED LOCATION
COMBINED AGGREGATE LIMITS – WITH TOTAL AGGREGATE LIMIT
FOR ALL PROJECTS AND LOCATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project or a single designated "location":
 - 1. A separate Designated General Aggregate Limit applies to each designated construction project and to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated General Aggregate Limit is the most we will pay for the sum of all damages under Section I - Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Section I - Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated General Aggregate Limit for that designated construction project or designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated General Aggregate Limit for any other designated construction project or designated "location".
 - 4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated General Aggregate Limit and the Total Aggregate Limit for all Projects and Locations.
 - 5. The Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement is the most we will pay for the sum of all damages caused by "occurrences" under Section I – Coverage A and all medical expenses caused by accidents under Section I – Coverage C which can be attributed only to ongoing operations at a designated construction project or designated "location" shown in the Schedule of this endorsement, regardless of the number of construction projects, "locations", "occurrences" or accidents.
 - 6. Each Designated General Aggregate Limit is subject to the Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project or single designated "location":

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated General Aggregate Limit.

D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:

"Location" means any premise that you occupy for permanent operations as part of your business, but does not include any premises at which you are performing operations as part of a construction project. All premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "location".

F. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Schedule

Designated Construction Project(s) or Designated Location(s):

All "locations" and all construction projects at which you are performing ongoing operations.

Total Aggregate Limit for all Projects and Locations: **\$ 10,000,000**

Policy Number: TB7Z61065463094, AS7Z61065463084
Issued by: Liberty Insurance Corporation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s) / Organization(s):	Email Address:
Per Schedule on File with Company	Per Schedule on File with Company

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above by email as soon as practical after notifying the first Named Insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

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 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.

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

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.

Policy Number: AS7Z61065463084
Issued by: Liberty Insurance Corp.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS 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" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Per schedule on file with Company

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

Policy Number AS7Z61065463084
Issued by Liberty Insurance Corp.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. Newly Acquired or Formed Organizations
- II. Employees as Insureds
- III. Lessor - Additional Insured and Loss Payee
- IV. Supplementary Payments - Increased Limits
- V. Fellow Employee Coverage
- VI. Personal Property of Others
- VII. Additional Transportation Expense and Cost to Recover Stolen Auto
- VIII. Airbag Coverage
- IX. Tapes, Records and Discs Coverage
- X. Physical Damage Deductible - Single Deductible
- XI. Physical Damage Deductible - Glass
- XII. Physical Damage Deductible - Vehicle Tracking System
- XIII. Duties in Event of Accident, Claim, Suit or Loss
- XIV. Unintentional Failure to Disclose Hazards
- XV. Worldwide Liability Coverage - Hired and Nonowned Autos
- XVI. Hired Auto Physical Damage
- XVII. Auto Medical Payments Coverage Increased Limits
- XVIII. Drive Other Car Coverage - Broadened Coverage for Designated Individuals
- XIX. Rental Reimbursement Coverage
- XX. Notice of Cancellation or Nonrenewal
- XXI. Loan/Lease Payoff Coverage
- XXII. Limited Mexico Coverage
- XXIII. Waiver of Subrogation

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words you and your also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

- A. There is no similar insurance available to that organization;
- B. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
 - 1. The 90th day after you acquire or form the organization; or
 - 2. The end of the policy period, whichever is earlier; and
- C. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

Policy Number AS7Z61065463084
Issued by Liberty Insurance Corp.

II. EMPLOYEES AS INSUREDS

Paragraph A.1. Who Is An Insured of SECTION II - LIABILITY COVERAGE is amended to add:

Your "employee" is an "insured" while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

A. Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.

B. For any "leased auto" that is a covered "auto" under SECTION II- LIABILITYCOVERAGE, Paragraph A.1. Who Is An Insured provision is changed to include as an "insured" the lessor of the "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

1. You.
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

C. Loss Payee Clause

1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto".
2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor of a "leased auto", we will obtain his or her rights against any other party.

D. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

E. The lessor is not liable for payment of your premiums.

F. For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto".

Policy Number AS7Z61065463084
Issued by Liberty Insurance Corp.

"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraphs A.2.a.(2) and A.2.a.(4) of SECTION II - LIABILITY COVERAGE are deleted and replaced by the following:

- (2) Up to \$3,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including the actual loss of earnings up to \$500 a day because of time off from work.

V. FELLOW EMPLOYEE COVERAGE

- A. Exclusion B.5. of SECTION II - LIABILITY COVERAGE does not apply.
- B. For the purpose of Fellow Employee Coverage only, Paragraph B.5. of BUSINESS AUTO CONDITIONS is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

VI. PERSONAL PROPERTY OF OTHERS

Exclusion 6. in SECTION II - LIABILITY COVERAGE for a covered "auto" is amended to add:

This exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your "employees" or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is \$5,000 per "accident". Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

- A. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

The amount we will pay is increased to \$50 per day and to a maximum limit of \$1,000.

- B. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place where it is recovered to its usual garaging location.

VIII. AIRBAG COVERAGE

Exclusion B.3.a. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

This exclusion does not apply to the accidental discharge of an airbag.

Policy Number AS7Z61065463084
Issued by Liberty Insurance Corp.

IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion B.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:
 - (1) Are your property or that of a family member; and
 - (2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200. No Physical Damage Coverage deductible applies to this coverage.

X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos".

XI. PHYSICAL DAMAGE DEDUCTIBLE - GLASS

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs A.2.a. and A.2.b. of SECTION IV- BUSINESS AUTO CONDITIONS are changed to:

- a. In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident", claim, "suit" or "loss". Such notice must include:
 - (1) How, when and where the "accident" or "loss" occurred;

Policy Number AS7Z61065463084
Issued by Liberty Insurance Corp.

- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant or "employee".

- b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery

XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition B.7. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to include the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

- a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit".

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

Policy Number AS7Z61065463084
Issued by Liberty Insurance Corp.

b. We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

A. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business:

1. The most we will pay for coverage afforded by this endorsement is the lesser of:
 - a. The actual cost to repair or replace such covered "auto" with other property of like kind and quality; or
 - b. The actual cash value of such covered "auto" at the time of the "loss".
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

B. For each covered "auto", our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger "autos" that you own. If no applicable deductible is shown in the Declarations, the deductible will be \$250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

C. Paragraph A.4.b. of SECTION III - PHYSICAL DAMAGE COVERAGE is replaced by:

b. Loss of Use Expenses

For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

Policy Number AS7Z61065463084
Issued by Liberty Insurance Corp.

However, the most we will pay under this coverage is \$30 per day, subject to a maximum of \$900.

XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss", the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS

A. This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.

B. SECTION II - LIABILITY COVERAGE is amended as follows:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except:
 - a. Any "auto" owned by that individual or by any member of his or her household; or
 - b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".
2. The following is added to Who Is An Insured:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph B.1. of this endorsement.

C. Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

The following is added to Who Is An Insured:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. SECTION III - PHYSICAL DAMAGE COVERAGE is changed as follows:

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household; or

Policy Number AS7Z61065463084
Issued by Liberty Insurance Corp.

2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".
- E. For purposes of this endorsement, SECTION V - DEFINITIONS is amended to add the following:

"Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

XIX. RENTAL REIMBURSEMENT COVERAGE

- A. For any owned covered "auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto". Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.
- C. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred; or
 2. \$30 per day with a maximum of \$900 in any one period.
- D. This coverage does not apply:
 1. While there are spare or reserve "autos" available to you for your operations; or
 2. If coverage is provided by another endorsement attached to this policy.
- E. If a covered "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 Paragraph A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE of the Business Auto Coverage Form or Section VII of this endorsement.

XX. NOTICE OF CANCELLATION OR NONRENEWAL

- A. Paragraph A.2. of the COMMON POLICY CONDITIONS is changed to:
 2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:
 - a. For reasons of non-payment, the greater of:
 - (1) 10 days; or
 - (2) The number of days specified in any other Cancellation Condition attached to this policy; or
 - b. For reasons other than non-payment, the greater of:

Policy Number AS7Z61065463084
Issued by Liberty Insurance Corp.

- (1) 60 days;
- (2) The number of days shown in the Cancellation and Non-renewal Schedule; or
- (3) The number of days specified in any other Cancellation Condition attached to this policy, prior to the effective date of the cancellation or non-renewal.

B. All other terms of Paragraph A. of the COMMON POLICY CONDITIONS, and any amendments thereto, remain in full force and effect.

XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Paragraph C. Limit of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto", less:

1. The amount paid under the PHYSICAL DAMAGE COVERAGE SECTION of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1500 for each covered "auto".

XXII. LIMITED MEXICO COVERAGE

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT THE LAWS OF THE UNITED STATES OF AMERICA.** THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

Policy Number AS7Z61065463084
Issued by Liberty Insurance Corp.

A. Coverage

1. Paragraph B.7. of SECTION IV - BUSINESS AUTO CONDITIONS is amended by the addition of the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

- a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
- b. While on a trip into Mexico for 10 days or less.

2. For coverage provided by this section of the endorsement, Paragraph B.5. Other Insurance in SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph A.5. in SECTION IV - BUSINESS AUTO CONDITIONS does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

Policy Number AS7Z61065463084
Issued by Liberty Insurance Corp.

Schedule

Premium

Liability

Physical Damage See form
Total Premium AC84071117

**V. Fellow Employee
Schedule of Employees:**

Not Applicable

**XVIII. Drive Other Car
Name of Individual**

LIAB MP UM UIM COMP COLL

Not Applicable

**XX. Notice of Cancellation or Nonrenewal
Name and Address**

Number of Days

Not Applicable

This endorsement applies in all states except:

AL, AR, AZ, CA, CO, CT, DC, DE, GA, ID, KS, KY, LA, MI, MN, MO, MT, NC, ND, NJ, NY, OK, PA, RI, SD, TX, UT, VA, VT, WA, WI, WV, WY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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.

SCHEDULE

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

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Premium: \$ Included

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.

If such a listed insured or authorized **employee** knew, prior to the **policy period**, that the **bodily injury**, or **property damage** had occurred, then any continuation, change or resumption of such **bodily injury**, or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.

4. **Bodily injury or property damage** which occurs during the **policy period** and which was not, prior to the **policy period**, known to have occurred or to have begun to occur by any insured listed under Paragraph 3. of **SECTION II – WHO IS AN INSURED** or any **employee** authorized by you to give or receive notice of an **occurrence** or **claim**, includes any continuation, change or resumption of that **bodily injury or property damage** after the end of the **policy period**.
5. If we are prevented by law or statute from directly paying damages covered by this policy on behalf of the insured, then we will, where permitted, indemnify the Named Insured for those sums paid in excess of the **retained limit**.

As used in Paragraphs **2.c.**, **3.** and **4.** above, an insured listed under Paragraph **3.** of **SECTION II – WHO IS AN INSURED** does not include a stockholder who is not otherwise an insured.

SECTION II – WHO IS AN INSURED

1. The **first named insured** is an insured.
2. Any organization that is a subsidiary of the **first named insured** and over which you maintain ownership or majority interest as of the effective date of this policy, provided such organization was made known to us by the effective date of this policy and is included as an insured in **underlying insurance**. Coverage under this policy will be no broader than that provided by **underlying insurance**.
3. If you are designated in the Declarations as:
 - a. An individual, you and your **spouse** are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their **spouses** are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
4. Each of the following is also an insured:
 - a. Your **volunteer workers** but only while performing duties related to the conduct of your business, your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** are insureds for:
 - (1) **Bodily injury or personal and advertising injury:**

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a **co-employee** in the course of his or her employment or performing duties related to the conduct of your business or to your other **volunteer workers** while performing duties related to the conduct of your business;

- (b) To the **spouse**, child, parent, brother or sister of that co-employee or volunteer worker as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (1)(b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However, Paragraphs (1)(a), (1)(b) and (1)(c) do not apply to the extent **underlying insurance** provides coverage for such person(s). Coverage under this policy will be no broader than that provided by **underlying insurance**.

Insurance provided by this policy for **bodily injury** to a co-employee or volunteer worker will not apply if the injured co-employee's or volunteer worker's sole remedy for such injury is provided under a workers' compensation law or any similar law.

(2) Property damage to property:

(a) Owned, occupied, used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your **employees**, **volunteer workers**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your **employee**) or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative, if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

e. Any person or organization included as an additional insured in **underlying insurance**. Coverage under this policy will be no broader than that provided by **underlying insurance**.

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, this insurance will be no broader than that which you are required by the contract or agreement to provide for such additional insured.

The Limits of Insurance applicable to the additional insured are included within, and are not in addition to, the Limits of Insurance shown in the Declarations.

- f. Any person while using with your permission a **covered auto** and any person or organization legally responsible for its use, but only if that person is an insured with respect to liability arising out of the ownership, maintenance, use or entrustment to others of **covered autos**.
- 5. Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured under this policy if there is no other similar insurance available to that organization and that organization qualifies as an insured in **underlying insurance**. However:

- d. The total applicable limits of all **underlying insurance** do not decrease, except for any reduction or exhaustion of aggregate limits by payment of judgments or settlements; and
- e. You notify us in writing, as soon as practicable, if any **underlying insurance** is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any **underlying insurance** is changed.

Failure to comply with these requirements will not invalidate this insurance. However, in the event of such failure, we will only be liable to the same extent that we would have been, had you fully complied with these requirements.

10. Named Insureds

- a. The **first named insured** is authorized to act and agrees to act on behalf of all persons or organizations insured under this policy with respect to all matters pertaining to the insurance afforded by the policy.
- b. Each Named Insured is jointly and severally liable for:
 - (1) All premiums due under this policy; and
 - (2) Any other financial obligations of any Named Insured to us arising out of any agreements contained in this policy.

11. Other Insurance

This insurance is excess over, and will not share or contribute with any **other insurance** whether primary, excess, contingent or on any other basis.

However, this insurance will not seek contribution from any **other insurance** available to an additional insured provided that:

- a. The additional insured is a Named Insured on such **other insurance**;
- b. You have agreed in a written contract or agreement with the additional insured that this insurance would not seek contribution from any **other insurance** available;
- c. **Underlying insurance** includes the person or organization as an additional insured; and
- d. **Underlying insurance** provides coverage to the person or organization on a primary and noncontributory basis.

12. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate, complete and based on information and representations you provided or made to us;
- b. We have issued this policy in reliance upon your information and representations.

13. Separation of Insureds

Except with respect to the Limits of Insurance of this policy and any rights or duties specifically assigned to the **first named insured**, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or **suit** is brought.

Policy Number TH7Z61065463124
Issued by LIBERTY INSURANCE CORPORATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Paragraph **16.a.** of **SECTION VI – CONDITIONS** is deleted and replaced by the following:

- a.** If any insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured will do all that is necessary to secure such rights and must help us enforce them. The insured will do nothing after loss to prejudice such rights.

We have the right to recover our payments from anyone liable for injury or damage covered by this policy. We waive any right of recovery we may have against the person or organization listed in the Schedule if you waive any right of recovery against such a person or organization in a written contract, but only if such contract was executed prior to injury or damage.

Schedule

Person or Organization: As required by written contract or agreement entered into prior to loss.

Policy Number TH7Z61065463124
Issued by LIBERTY INSURANCE CORPORATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED LOCATION AND DESIGNATED CONSTRUCTION PROJECT
GENERAL AGGREGATE LIMIT WITH OPTIONAL CAPPED AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Designated Location(s): All 'locations' and all construction projects at which you are performing ongoing operations.

Designated Construction Project(s): All 'locations' and all construction projects at which you are performing ongoing operations.

Capped Aggregate Limit for All Designated Location(s) and Designated Construction Project(s): \$ 10,000,000

A. For the purposes of this endorsement, **SECTION III – LIMITS OF INSURANCE** is amended as follows:

1. Paragraph 2. is deleted and replaced by the following:

2. A separate Designated General Aggregate Limit applies to each designated **location** and each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations to the extent **underlying insurance** provides a designated per **location** or designated per construction project aggregate or similar limit.

The Designated General Aggregate Limit is the most we will pay for the sum of all damages for **bodily injury or property damage** which can be attributed only to ongoing operations at a single designated **location** or single designated construction project shown in the Schedule of this endorsement. The Designated General Aggregate Limit does not include:

- a. Damage included in the **products-completed operations hazard**; and
- b. Damage covered by **underlying insurance** to which no aggregate limit applies.

For each Designated Location and each Designated Construction Project shown in the Schedule of this endorsement, the applicable Designated General Aggregate Limit is subject to the Capped Aggregate Limit for All Designated Location(s) and Designated Construction Project(s) shown in the Schedule of this endorsement, if any.

2. The following provision is added to Paragraph 4:

The Each Occurrence Limit shown in the Declarations continues to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, the Each Occurrence Limit will be subject to the applicable Designated General Aggregate Limit for each designated **location** or designated construction project and to the Capped Aggregate Limit for All Designated Location(s) and Designated Construction Project(s) shown in the Schedule of this endorsement, if any.

- B.** Any payments made for damages because of **bodily injury or property damage** shall reduce the Designated General Aggregate Limit for that designated **location** or designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated General Aggregate Limit for any other designated **location** or designated construction project shown in the Schedule of this endorsement. The Capped Aggregate Limit for All Designated Location(s) and Designated Construction Project(s) shown in the Schedule of this endorsement, if any, is the most we will pay for all damages because of **bodily injury or property damage** attributable to any Designated General Aggregate(s) for a **location** or construction project.
- C.** For all sums which the insured becomes legally obligated to pay as damages because of **bodily injury or property damage** caused by **occurrences** which cannot be attributed only to ongoing operations at a single **location** or single construction project shown in the Schedule of this endorsement:
 1. Any payments made for damages shall reduce the amount available under this policy's General Aggregate Limit or Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated General Aggregate Limit nor shall they reduce the Capped Aggregate Limit for All Designated Location(s) and Designated Construction Project(s).
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** For the purposes of this endorsement:

Location means any premises that you occupy for permanent operations as part of your business, but does not include any premises at which you are performing operations as part of a construction project. All premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single **location**.

Policy Number TH7Z61065463124
Issued by LIBERTY INSURANCE CORPORATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s)/ Organization(s):	Email Address or Mailing Address:	Number of Days Notice:
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per schedule on file with company	per schedule on file with company	30 days
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- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule of this endorsement. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event shall the notice period applicable to the third party exceed the notice to the **first named insured**.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

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

Where required by contract or written agreement prior to loss and allowed by law.

In the states of AZ and NV, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the state of CO the premium charge is 1% of the total manual premium subject to a minimum premium of \$0 per policy.

In the state of IN the premium charge is 1% of the total manual premium subject to a minimum premium of \$84 per policy.

In the state of NY the premium charge is 2% of the total manual premium subject to a minimum premium of \$250 per policy.

In the state of OR, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. WC6Z61065463104 Effective Date 01/01/2024 Premium \$

Issued to AZTEC Engineering Group Inc dba TYPSCA

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

All Texas Operations

3. Premium:

The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. WC6Z61065463104 Effective Date 01-01-2024 Premium \$

Issued to AZTEC Engineering Group Inc dba TYPSCA

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.0% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of \$250 per policy.

<u>Person or Organization</u>	<u>Job Description</u>
Where required by contract or written agreement prior to loss and allowed by law.	Any

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. WC6Z61065463104 Effective Date 01/01/2024 Premium \$

Issued to AZTEC Engineering Group, Inc. Endorsement No.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Schedule on file with the Company	Schedule on file with the Company	30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. WC6Z61065463104 Effective Date 01/01/2024 Premium \$

Issued to AZTEC Engineering Group Inc dba TYPSCA

ENDORSEMENT

Named Insured: TYPSC USA, LLC

Policy Number: DPL30001421704

Endorsement

Effective Date: January 1, 2024

12:01 AM Standard Time at the address of the **Named Insured** as shown in the Declarations.

Endorsement

Number: 3

GENERAL CHANGE MANUSCRIPT (Additional Insured – Vicarious Liability)

It is agreed that:

I. Notwithstanding any provision in this Policy to the contrary, this Policy shall provide coverage for an otherwise covered **Claim** against an **Additional Insured**, but only to the extent that such **Claim** is for any **Pollution Conditions** arising out of the rendering of or failure to render **Design Professional Services** by an **Insured**.

In no event will coverage be provided under this Policy for any actual or alleged act, error, or omission of an **Additional Insured**.

II. As a condition precedent to coverage under this Policy as provided by this Endorsement, the **Additional Insured** shall agree:

A. to be bound by all terms, conditions, and exclusions of this Policy; and

B. that, notwithstanding any provision in this Policy to the contrary, the **Insurer** shall have the right, but not the duty, to defend, investigate, or settle any such **Claim**.

III. Exclusion III.AA. shall not apply to any **Claim** brought or maintained by or on behalf of an **Additional Insured** solely in his, her, or its capacity as a customer or client of an **Insured**.

IV. Solely for purposes of the coverage provided by this Endorsement, **Additional Insured** means any natural person or entity that an **Insured** is required by written contract to add as an additional insured to this Policy.



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

ENDORSEMENT

Named Insured: TYP SA USA, LLC

Policy Number: DPL30001421704

Endorsement

Effective Date: January 01, 2024

Endorsement

Number: 4

12:01 AM Standard Time at the address of the **Named Insured** as shown in the Declarations.

GENERAL CHANGE MANUSCRIPT

(Contractor's Pollution Coverage on Primary and Non-Contributory Basis for Specific Entity Pursuant to an Insured Contract)

It is agreed that:

I. Section II. DEFINITIONS is amended as follows:

A. Definition N. **Insured** is amended by the addition of the following:

Solely with respect to coverage for **Pollution Conditions**, the term **Insured** shall also mean the **Specific Entity**, but only with respect to any **Claim** for a **Design Professionals Wrongful Act** of the **Named Insured**, provided that the **Named Insured** performs or performed **Design Professional Services** for such **Specific Entity** and an **Insured Contract** was in effect that required such **Specific Entity** to be insured under the **Named Insured's** professional liability insurance policy. Coverage available to such **Specific Entity** under this Policy shall not be broader in scope than the insurance required pursuant to the **Insured Contract** and shall be provided to such **Specific Entity** on a primary and non-contributory basis, excess of only any applicable self-insured retention.

In no event will coverage be provided under this Policy for any actual or alleged act, error, or omission of the **Specific Entity**.

B. The following Definitions are added:

Insured Contract means the Subcontract for Professional Services, Subcontract No. 35444, for the Project Vadose Zone Well Program, Project No. 151901, between Aztec Engineering Group, Inc. and the **Specific Entity** dated November 9, 2020.

Specific Entity means Brown and Caldwell.

II. Section III. EXCLUSIONS is amended as follows:

A. Exclusion E. is amended by the addition of the following:

This Exclusion E. shall not apply to **Pollution Conditions** arising out of the ownership, maintenance, use, operation, loading, or unloading of any automobile, aircraft, watercraft, or rolling stock within the boundaries of the **Named Insured's** job site.

ENDORSEMENT

B. Exclusion M. is amended by the addition of the following:

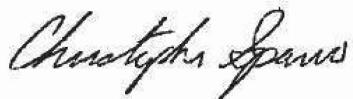
Exclusion M. shall not apply to:

1. liability assumed in a contract or agreement that is an **Insured Contract**, provided the **Design Professionals Wrongful Act or Pollution Conditions** occur subsequent to the execution of such contract or agreement; or
2. any **Claim** against an **Insured** by a client or customer, including, but not limited to, the **Specific Entity**, if and to the extent that the **Claim** alleges a breach of contractual obligations in the rendering of or failure to render **Design Professional Services**.

C. The following Exclusions are added:

This Policy shall not apply to any **Loss** based upon or arising out of any waste or materials transported via automobile, aircraft, watercraft, or rolling stock beyond the boundaries of the job sites where **Design Professional Services** are being performed.

This Policy shall not apply to any **Loss** caused by, arising out of, relating to, resulting from, or contributed to in any way by asbestos or asbestos-containing materials.



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

ENDORSEMENT

Named Insured: TYP SA USA, LLC

Policy Number: DPL30001421704

Endorsement

Effective Date: January 1, 2024

Endorsement

Number: 2

12:01 AM Standard Time at the address of the **Named Insured** as shown in the Declarations.

GENERAL CHANGE MANUSCRIPT (Waiver of Subrogation)

It is agreed that:

Subsection X.A. Subrogation is amended by the addition of the following:

Notwithstanding the foregoing, the **Insurer** specifically waives its rights of subrogation against any of the **Insured's** customers or clients, but only to the extent that the **Insured** agreed pursuant to a written agreement to waive its rights of recovery against customer or client prior to the occurrence of any **Wrongful Act or Pollution Condition**.



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

ENDORSEMENT

Named Insured: TYPSCA USA, LLC

Policy Number: DPL30001421704

Endorsement

Effective Date: January 1, 2024

12:01 AM Standard Time at the address of the **Named Insured** as shown in the Declarations.

Endorsement

Number: 1

GENERAL CHANGE MANUSCRIPT (Notice of Cancellation to Third Party as Required by Written Contract)

It is agreed that:

Subsection X.G. Cancellation is amended by the addition of the following:

If this Policy is cancelled by the **Insurer** for reasons other than non-payment of premium, then the **Insurer** shall endeavor to give written notice of such cancellation to any third party, to the extent that the **Insured** agreed pursuant to a written contract, not less than thirty (30) days prior to the effective date of cancellation. If cancellation by the **Insurer** is for failure to pay premium due, then the **Insurer** shall endeavor to provide the same notice to such third party as it shall provide to the **Named Insured**. Failure by the **Insurer** to provide such notice to such third party shall not: (i) delay the effective date of cancellation; or (ii) impose liability of any kind upon the **Insurer** or its agents or representatives.



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

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