

SHELBY COUNTY GOVERNMENT

160 N. Main Street, Suite 900, Purchasing MEMPHIS, TENNESSEE 38103 (901) 222-2250

Purchase Order No. P032680

11/28/18

Purchase Order

Vendor No	c. Delivery Required	Terms	Ship Via F.O.B	Requistion No.
A3656	06/30/19	N30	DEST	R070114
1		•		

tssued PANAMERICAN CONSULTANTS, INC To PO BOX 20884 TIJSCALOOSA, AL 35402-0884 Ship SHELBY COUNTY DIVISION OF PLANNING TO DEVELOPMENT 125 N. MAIN, RM 468 MEMPHIS, TN 38103

EOC #: EOC-S-1019-27006 Buyer: DEBRA LOUIS IF MATERIAL SAFETY DATA SHEETS ARE REQUIRED ON PRODUCT(S) THAT YOU WILL BE PROVIDING. PLEASE SUBMIT SAME WITH PRODUCT(S) DELIVERED.

1	ENCUMBRANCE OF FUNDS TO PROVIDE CULTURAL RESOURCE ASSESSMENT SERVICES WHICH INCLUDES ARCHAEOLOGICAL SHOVEL TESTS FOR THE BIG CREEK NATIONAL DISASTER RESILIENCE GRANT PROJECT PER ATTACHED PROPOSAL/SCOPE OF WORK, RFQ #19-007-02A. COMMODITY: 918/16 ACCOUNT DISTRIBUTION: 297-271271-6678 CORPORATE@PANAMERICANINC.COM I hereby curilly that the goods/services an affected invokas(a) have been resolved and that payment is in creer. This is a Partial payment is in creer. This is a Partial payment is in creer. Physical payment is in creer. Physical payment is in creer. Signature	15017.00000	15017.00
may	Total of Pu	rchase Order	15017.00

ORDER SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE BILLING INSTRUCTIONS: SHOW PURCHASE ORDER NUMBER ON ALL INVOICES, NOTE: PAYMENTS MAY BE DELAYED UNLESS BILLING INSTRUCTIONS ARE FOLLOWED EXACTLY.

SEND ORIGINAL INVOICE TO: SHELBY COUNTY DIVISION OF PLANNING DEVELOPMENT 125 N. MAIN, RM 468 MEMPHIS, TN 38103 301-576-7197 JANICE A. HOLMES

APPROVED: ADMINISTRATOR OF PURCHASING

11/28/18

Date

Authorized Signature

TERMS AND CONDITIONS

1. VENDOR: Shall in all cases be the Seller.

BUYER: Shall in all cases be the Shelby County

Government/Purchasing Department

3. ACCEPTANCE: This order with any attachments, constitutes the entire agreement of the Vendor and Buyer. No waiver or modification or additions to the terms of this order shall be valid unless in writing

and signed by the Vendor and Buyer.

4. PRICES: The Buyer shall not be billed at prices higher than those stated on the front of this order. Unless otherwise specified, the price stated includes all charges for packing, hauling, storage and transportation to point of delivery. No taxes shall be included in this price except those which Vendor is required by law to collect from Buyer. If there are any of these taxes, then they shall be listed separate on the Vendor's invoice. Finance charges, interest and/or penalties for late payment will not be paid on this purchase order.

5. PACKAGING: Seller with package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name, address; (b) Consignee's names, address and purchase order or purchase release number and the supply agreement number if applicable: (c) container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Seller shall bear

cost of packaging unless otherwise provided.

TITLE & RISK: The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods

at the point or points of delivery.

7. TRANSPORTATION CHARGES: F.O.B destination unless delivery terms are specified otherwise in bid; Buyer agrees to reimburse Seller for transportation costs in the amount specified in the Seller's bid, or actual cost, whichever is lower, if the quoted delivery terms do not include transportation costs, provided, Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

8. DELIVERY: Substitutions will not be accepted. Partial shipments shall be allowed, however, the shipment shall be completed by the date shown on this order or order shall be subject to cancellation by Buyer. Vendor shall not ship excess quantities without Buyer's prior

approval.

- 9. INVOICING: Vendor shall invoice all shipments in duplicate. The invoice shall describe the items, reflect any applicable terms of payment, and must show the Purchase Order Number. Unless this Purchase Order Number is shown on the invoice, it may be returned to the Vendor. The invoice shall be an original or a certified copy by the Vendor.
- GRATUITITES: Shelby County Government may, by written notice to the Seller, cancel any contract and /or purchase order without liability to Seller if it is determined by the County that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officials or employee of the County with a view toward securing a contract for securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event the contract and/or purchase order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Seller in providing such gratuities.

11. WARRANTIES: Seller warrants that the items and services covered hereunder will conform to applicable specifications, instructions, drawings, data and samples, will be merchantable, of good material and workmanship, free from defects and will be fit and sufficient for the purpose intended. These warranties shall be in addition to all other warranties, expressed, implied or statutory. Payment for, inspection of, or receipt of articles or services shall not constitute a waiver of any

breach of warranty.

12. AUTHORIZATION FOR CHANGES: Only the Administrator of Purchasing or his designated person has the authority to change any description, price or delivery date on this Purchase Order. If the terms listed hereon were purchased by the Buyer on a formal bid form, then NO change in above will be made.

 DEFAULT-CANCELLATION: Buyer reserves the right by written notice of default, to cancel the order, without liability to Buyer, in the event of the happening of any of the following: insolvency of Seller, the filing of voluntary petition in bankruptcy of Seller, the filing of an involuntary petition to have Seller declared bankrupt, the appointment of a Receiver or Trustee for Seller, or the execution by Seller of an assignment for the benefit of creditors. If Seller fails to perform as specified herein, or if Seller breaches any of the terms hereof, Buyer reserves the right, without any liability to Buyer, upon giving Seller written notice, to (1) cancel this order in whole or in part, by written notice to Seller and Seller shall be liable to Buyer for all damages, losses and liability incurred by Buyer directly or indirectly resulting from Seller's breach, or (2) obtain the goods ordered herein from another source with any excess cost resulting therefrom, chargeable to Seller, if such deficiencies are not remedied. The remedies herein provided shall be cumulative and in addition to any other remedies provided at law or in equity.

14 INDEMNIFICATION: Seller agrees to indemnify and hold harmless Buyer, its successors and assigns, customers and users of its products against all suits at law or in equity and from all damages, claims and demands arising out of death or injury, to any person or damages to any property alleged to have resulted from the goods hereby ordered, and, upon the tendering of any suit or claim to Seller, to defend the same at Seller's expense as to all costs, fees and damages. The foregoing indemnification shall apply whether seller or Buyer defends such suit or claims and whether the death, injury or property damage is caused by the sole or concurrent negligence of Seller

or otherwise.

15. PATENT IDEMNIFICATION: Seller shall indemnify and save harmless Buyer, its successors, assigns, customers or users of its products, from and against all loss, liability and damage, including costs and expenses, resulting from any claim that the manufacture, use, sale or resale of any goods supplied under this order infitinge any patent or patent rights, and Seller shall when notified, defend any action or claim of such infringement at its own expense.

16. ASSIGNMENT: Neither the contract or this purchase order, nor this order nor any rights or obligations herein may be assigned by Selter, nor may Seller delegate the performance of any of its duties hereunder without, in either case, County's prior written consent. Any assignment or attempted assignment, or any nature to third parties, without consent of the County, shall be cause for termination of the contract and/or purchase order at the option of the County.

17 EQUAL EMPLOYMENT: To comply fully with the equal requirements of Title VII of Civil Rights Act of 1964, and with Title

VI of the Civil Rights Act of 1964

18. CONFLICT OF INTEREST: No part of the total contract and/or purchase order amount shall be paid directly or indirectly to any official or employee of the County of Shelby Temessee as wages, compensation, or gifts in exchange for acting as official, agent, employee, subcontractor, or consultant to the contractor in connection with any work contemplated or performed relative to this contract.

19. HANDICAP, RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN: No person on the grounds of handicap, race, color, religion, sex or national origin, will be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract, or in the employment practices of the

contractor (vendor).

20. APPLICABLE LAW AND VENUE: The validity, interpretation and performance of these terms and conditions shall be governed by the laws of the State of Tennessee. By acceptance of this order, the vendor agrees that the venue for any cause of action arising pursuant to same shall be the courts of the State of Tennessee and any attempt by vendor to limit the effect of this provision shall be null and void.

 UNIFORM COMMERCIAL CODE: If any provisions of this agreement are in conflict with the provisions of Title 47, Chapters 1 through 9, TCA, it is the intent of this agreement to modify or vary

the provisions of Title 47 of the TCA.

 LIABILITY: Any attempt by Vendor to limit its liability for goods or services provided under this purchase order shall be void and of no effect.



Shelby County Government

MAYOR

December 5, 2018

Mr. Andrew Buchner Panamerican Consultants, Inc. P.O. BOX 20884 Tuscaloosa, AL 35402-0884

RE: Notice To Proceed for Archaeological Services for the Big Creek National Disaster Resilience **Grant Project**

P.O. Number P032680

Dear Mr. Buchner:

Please accept this letter as your "Notice to Proceed" for the above-referenced project. Enclosed is a copy of the Purchase Order. Please include this number on any correspondence and on submitted invoices. The contract duration is through June 30, 2019, however we would like to conclude the work as soon as possible to keep the environmental clearance process on track. To that end, I would like to hold a meeting with you and our consultant to determine a schedule and work flow. I will contact you soon to determine a mutually acceptable time and date.

If you have any questions, please contact me at 901-222-7705.

Respectfully,

Chris Masin, P.E. Senior Engineer

/ds

Enclosure

PROPOSAL TO PROVIDE CULTURAL RESOURCES ASSESSMENT SERVICES FOR THE BIG CREEK NATIONAL DISASTER RESILIENCE GRANT PROJECT, SHELBY COUNTY, TENNESSEE

Submitted to:
Sonja Worthy
Shelby County Government, Purchasing Department
160 N. Main Street, 9th Floor, Suite 900
Memphis, TN 38103
RFP # 19-007-02A

Submitted by:

Panamerican Consultants, Inc.
91 Tiliman St.
Memphis, TN 38111
Tel: (901) 355-3745
memphis@panamconsultants.com

Due Date: 4:00 pm, Monday, October 8, 2018



Panamerican Consultants, Inc.

Cultural Resource Management Terrestrial Archaeology Maritime Archaeology Architectural History Geographic Information Systems



Proposal Response Sheet

Shelby County Government - RFP 19-007-02A Cultural Resources Assessment Services for the Big Creek National Disaster Resilience Grant Project

Name of firm: Panamerican Consultants, Inc.	
Firm's Website: www.panamconsultants.com	
Mailing Address: 91 Tillman St	Remit Address: PO Box 20884
Memphis, TN 38111	Tuscaloosa, AL 35402
Phone: 901-454-4733	Phone: 205-248-8767
Fax: 901-454-4736	Fax: 205-248-8739
	Payment Terms: 30 days
Authorized Representative: L Andrew Buchn	Print: C. Andrew Buchner, Vice President
Signature (Person authorized to negotiate with the Email address: memphis@panamconsultants.com	County on behalf of the organization/firm.)
Authorized Representative:	Print:
Signature (Person authorized to negotiate with the	County on behalf of the organization/firm
Email address:	,
(iv) the offer made in the proposal is firm County, and	cost, have been determined independently, without consultati titor for the purpose of restricting competition; n and binding for 90 days after receipt of the proposal by to osal submitted are binding for the duration if this proposal
Vendor #_A3656 (Required) EOC If EOC certification was obtained through a Teaming complete the next page. If this does not apply, disrege	#: EOC-S-1019-27006 (Required) g agreement and the EOC number starts with a "T", please ard the next page.
Check here if you qualify as a MBE, HBE_ Business Enterprise) If so, please indicate the classific African American OHisparic American OAsian American ONat	or WBE (Minority, Hispanics or Woman owned ration below:
Check here if you are a qualified LOSB (Local) received through the EOC Administration. This is no	ly owned Small Business) vendor. Certification for this status a self-certifying classification.
FMSED 2/7/17	

91 Tillman Street ◆ Memphis, Tennessee 38111 Phone (901) 454-4733 ◆ Fax (901) 454-4736



Shelby County Government RFP #19-007-02A Cultural Resources Assessment Services for the Big Creek National Disaster Resilience Grant Project Department: Engineering
VENDOR: Passmerican Consultants, Inc.

	No.1				1
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	N/A per Addendum	External Controls Be free of external controls, either from public or for-profit interest	External Controls I	Min req.	∞
Appendix A	Sa	opportunities, "to the greatest extent feasible", is directed to low- and very low-income persons.	Section 3 Requirements	Min reg.	
	. Yes	Minimum of three (3) years of experience providing the goods and/or performing the services described in this bid – if necessary.	Experience	Min req.	6
Appendix A	Yes	FORM - Drug Free Workplace Affidavit must be completed, signed and submitted with your bid/proposal – even if less than 5 employees.	Drug Free Workplace Affidavit	Min req.	5
	WA nost a sole intoprietor	Independent Vendors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, known as the "Tennessee Lawful Employment Act" (effective date of 01/01/12) – please provide proof and documentation of employment eligibility (drivers license,); Otherwise mention you are NOT an Independent Vendors (sole proprietors).	TN Lawful Employment Act	Min req.	4
	X4	provide proof/documentation if necessary.	Title VI	Min req.	٠
Appendix A	λια <u>ΕΘC-S-Ιβίνι:27006</u>	Active Equal Opportunity Compliance (EOC) number(s); or your application is "in" the EOC system for processing (refer to details outlined below) – please list all your Shelby County EOC active numbers.	EOC	Min req.	, 2
Appendix A	Ğ	All appropriate Licenses and Certifications required in the State of Tennessee to provide the goods and/or perform the Services required. Provide a copy of your Shelby County Business License (if business is located in Shelby County, TN).	Licenses and Certifications	Min req.	
appendix, if applicable	disqualify you) venuor comments	-			
Ref. to	YES / NO REST. TO COMMITTEE HE WEST TOWN SECTIONS (ANY "NO" will Rest. to	in i	Topic	Category	**
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Department: Engineering
VENDOR: Panamerican Consultants, Inc. RFP #19-007-02 Cultural Resources Assessment Services for the Big Creek National Disaster Resilience Grant Project Shelby County Government

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TABLE OF CONTENTS

INTRODUCTION	1
CORPORATE PROFILE	
CAPABILITIES AND SERVICES	1
PAST EXPERIENCE	.2
DESCRIPTION OF THE UNDERTAKING	.4
TECHNICAL APPROACH TASK 1: BACKGROUND RESEARCH, PROJECT SETUP AND MOBILIZATION TASK 2: FIELD INVESTIGATIONS TASK 3—REPORTING Post Field Analysis TDOA Site Survey Form Section 106 Compliance Report PROPOSED KEY PERSONNEL PRINCIPAL INVESTIGATOR—C. ANDREW BUCHNER FIELD DIRECTOR—ANDREW SAATKAMP. LABORATORY DIRECTOR—KARLA OESCH	4 5 5 7 7 7 8
OTHER CONSIDERATIONS 8 Insurance 8 SAFETY 8 QA/QC 9	3 3 3
PROFESSIONAL REFERENCES9	J
ITERATURE CITED9	i
PPENDIX A: COST AND FEES, AND BID SHEET10	
PPENDIX B: LICENSES, EOC, DRUG FREE, & SECTION 3 DOCUMENTS11	

INTRODUCTION

Panamerican Consultants, Inc. (Panamerican) is pleased to submit this proposal to the Shelby County Government to conduct a Phase I archaeological assessment of the 225 ac. within the larger Big Creek National Disaster Resilience Improvements Project where ground disturbances are planned. The proposal provides information regarding our organization, capabilities, and past performance that will show how Panamerican's Memphis office is uniquely qualified and positioned to perform the services requested in RFP # 19-007-02A.

CORPORATE PROFILE

Panamerican is full-service cultural resource management company that is classified as a small business under North American Industry Classification System (NAICS) code 541370 (Surveying and Mapping [except Geophysical] Services), as well as other small business codes 541620, 541690, 541720, and 541990 in related fields with similar revenue caps. The company was founded in 1989, and since then we have grown to become a nationwide leader in the cultural resources management (CRM) field. Our video capabilities statement can be viewed on-line at http://www.panamconsultants.com/, and we specialize in the following broad fields:

- **ARCHAEOLOGY**
- ARCHITECTURAL HISTORY
- GEOPHYSICAL SURVEY
- UNDERWATER ARCHAEOLOGY

Panamerican's permanent staff currently includes 80 individuals. Of these, 50 are professionally qualified archaeologists, historians and architectural historians with extensive and varied experience throughout the United States and its territories, including abundant experience within Tennessee. In our 29 years of service, we have completed over 6,000 individual cultural resource studies for a diverse array of clients, including past work for clients including the Memphis District Corps of Engineers, the Tennessee Department of Transportation (TDOT), the Tennessee Valley Authority (TVA), and various other clients including the Shelby County Government.

The Memphis, Tennessee office, from which we propose to conduct the Big Creek investigations, is one of the company's three full-service offices. The Memphis office was established in 1991, and since 2005 has occupied a two-story 6,000 sq. ft. facility at 91 Tillman Street, near the Ben. Hooks Memphis and Shelby County Library and Information Center. It includes 14 workstations, a report production area, a corporate library, a conference room, and an archaeological laboratory with abundant temporary curation space.

Importantly, our Memphis office is only 18 mi. from the Big Creek project area, thus we can conduct the proposed archaeological assessment with minimum travels costs and time, and no per diems will be necessary.

CAPABILITIES AND SERVICES

An excellent introduction to Panamerican is provided in the 3-minute video capability statement that is found at Panamerican's home page: www.panamconsultants.com. The page provides basic information about the firm, our divisions, services, and points of contact for our offices, and includes some video content. Additionally prospective employees use this site to complete an on-line job application.

More specific information regarding our Memphis Office can be found at the "About

Panamerican" button within the Lamar Terrace Archaeology Project web page http://www.lamarterracedig.com/panamerican.htm. This is an outreach page launched in 2010 that provides the public with information about an urban data recovery (Phase III) archaeological excavation that was conducted for the Memphis Housing Authority (MHA).

Panamerican's archaeologists have extensive experience in the design and implementation of surveys, such as the one proposed at the Big Creek National Disaster Resilience Improvements Project, as well as Phase II testing projects (i.e., NRHP evaluations), and data recovery or mitigations. Our RPA certified archaeologists have directed thousands of cultural resource surveys ranging from the small reconnaissance level to large-scale intensive investigations using the full suite of sampling and location strategies.

PAST EXPERIENCE

Being located in Memphis for nearly three decades, it should be no surprise that Panamerican has conducted abundant research in the Memphis area and across Tennessee, for a variety of Federal, State, Local and private clients. One of our strongest and most long-term state clients is the Tennessee Department of Transportation (TDOT), but we have also conducted work for other state agencies, including a recent study for the West Tennessee River Basin Authority (WTRBA) in association with the West Tennessee Megasite sewer outfall site in Tipton County (Buchner 2018).

TENNESSEE DEPARTMENT OF TRANSPORTATION

Our record of contracting with TDOT goes back to 1991, when we conducted data recovery (Phase III) excavations at the East Nashville Mounds (40DV4) and the French Lick/Sulphur Dell (40DV5) site in Nashville; and the resulting report was re-published as No. 7 in TDOT Publications in Archaeology series. From 2000-2010 TDOT awarded at least 38 work orders Panamerican, and under our 2010 contract with TDOT (Agreement E1425) nine additional studies were conducted. More recently, the TDOT Environmental Division issued Panamerican 13 WOs under our 2016-2018 contract (Table 1). It is important to note that most of the Table 1 TDOT studies are similar in both scope and scale to the proposed Big Creek National Disaster Resilience Improvements Project archaeological assessment.

Table 1. Summary of Panamerican's 2016-2018 TDOT Work Orders.

Work Order	Project	Fee
1	SR 96 Saturn Parkway Archaeological Assessment	\$37,754
2	Site 40CL91 Relocation and Staking	\$1,405
3	Multiple Wetland and Stream Mitigation Projects Archaeological Assessments	\$101,413
4	SR 3 at Nankipoo Road Archaeological Assessment	\$4,845
5	Reedy Creek Stream Mitigation Survey	\$17,321
6	South Fork Obion River Stream Mitigation Archaeological Assessment	\$10,025
7	SR 106 Bridge Replacement Archaeological Assessment	\$9,922
8	SR 196 Archaeological Assessment and Geophysical Investigations	\$86,607
9	SR 436 Bridge Replacement Archaeological Assessment	\$5,593
10	Brushy Mountain Prison Stream Mitigation Archaeological Assessment	\$10,744
11	SR 100 Bridge Replacement Archaeological Assessment	\$9,035
12	SR 1 Bridge Replacement Archaeological Assessment	\$6,082
13	SR 876 Bridge Replacement Archaeological Assessment	\$6,091

SHELBY CO. PROJECT EXAMPLE 1—COPART TRACT SURVEY

As an example of a successful archaeological assessment in Shelby County is the 2016 survey of the Copart Tract, located on Holmes Road in southeast Memphis. A pre-field review of the TDOA and THC files revealed that there were no previously recorded archaeological sites or historic properties within the Copart tract, but there were nine previously recorded sites within a 2 km radius. During the archival review multiple nineteenth and twentieth century maps were identified that show the Copart tract. For example, Figure 1 reveals the Copart tract was owned by Wm. Joyner in 1880. Other key map sources that were identified during the Copart survey will be of relevance during the Big Creek investigations, if awarded, as well as archival USGS quads.

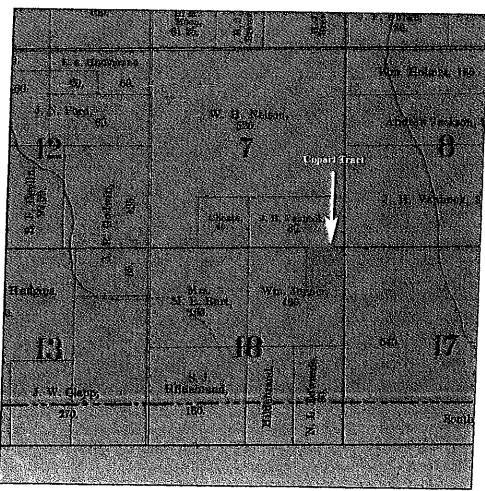


Figure 1. A portion of the 1880 W.T. Williamson Map of Shelby County with the Copart tract indicated (map courtesy: Library of Congress).

The fieldwork at the Copart tract relied on systematic 30 m interval shovel testing, similar to that proposed at the Big Creek National Disaster Resilience Improvements Project. The survey of the Copart tract resulted in the identification of one newly recorded twentieth-century domestic site that the TDOA assigned the trinomial 40SY762. This site was identified in the uplands in a location where 1939 and 1960 maps indicated a structure. 40SY762 produced ten artifacts from three positive shovel tests.

Site 40SY762 was recommended not eligible for the NRHP. The site was characterized as a low-density twentieth-century plowzone deposit that contained no intact surface features, and it did not meet any of Wilson's (1990) criteria for farmstead eligibility.

SHELBY CO. PROJECT EXAMPLE 2—BENJESTOWN ROAD BIKE PATH

We offer this second project example because it was conducted for the Shelby County Engineer, Under Purchase Order No. B022956 with the Shelby County Government. During 2016, Panamerican conducted a cultural resources survey of the proposed Benjestown Road Bicycle and Pedestrian Pathway, which is located in west-central Shelby County on the floodplain and adjacent terraces of the lower Loosahatchie River (Buchner 2016). This investigation followed the same four-stage process as is proposed for the Big Creek National Disaster Resilience Improvements Project. Initially, a literature and records check was made using the Tennessee Division of Archaeology (TDOA), Tennessee Historical Commission (THC) and National Record of Historic Places (NRHP) databases, as well as local sources including the Memphis Room at the Ben. Hooks Shelby County Library and Information Center. An intensive field survey of the corridor followed, using systematic 20-m shovel testing. The floodplain section of the APE was initially flooded, and the survey was delayed while the water receded. Shovel testing of the muddy overflow land north of the river revealed saturated and mottled clay soils typical of the Tunica series.

This survey resulted in negative findings. This is due to: (1) the setting is predominately lowlying and flood prone; (2) landscape modification and disturbances associated with the active landfill on the terrace portion of the area of potential effect (APE); (3) and based on a cartographic review there is an absence of historic structures within the APE. As there was no listed, eligible, or potentially eligible archaeological resource located within the Benjestown Road Bicycle and Pedestrian Pathway Area of Potential Effects, no further archaeological study was recommended.

DESCRIPTION OF THE UNDERTAKING

The Big Creek National Disaster Resilience Improvements Project involves grading, filling, and earth moving to lower land elevations and to provide additional floodwater conveyance and storage. The primary project location is in Millington along Big Creek to the north of Paul Barret Parkway (SR-385); see RFP Figure 1. Additionally two mitigation sites are located west of US 51 (see RFP Figure 2) and possible borrow site is located at Raleigh Millington Road and Duncan Road (see RFP Figure 3).

The overall project area covers approximately 1,300 ac., but only a 225 ac. portion will be disturbed by the construction. The 225 ac. is considered the archaeological APE. The proposed literature and records search (see below) will cover the entire 1,300 ac., while the archaeological assessment will be limited to the 225 ac. The exact location of the construction areas are still being developed, but have been narrowed down to three areas and levee improvements.

TECHNICAL APPROACH

Panamerican will conduct an archaeological assessment of 225 ac. within the Big Creek National Disaster Resilience Improvements Project; and a literature review for the entire 1,300 ac. project area. The goal of the cultural study is to create an inventory of the archaeological resources within the tract, and to address their NRHP status as either eligible or not eligible. More generally, the objective of the study is to support Shelby County's compliance with National Historic Preservation Act (NHPA) and the National Environmental Policy Act (NEPA).

The proposed investigations will comply with the following professional standards and guidelines:

PAN AMERICAN COMMUNIANTS

a. National Park Service (NPS) National Register Bulletin 15 "How to Apply the National Register Criteria for Evaluation," and Bulletin 36 "Guidelines for Evaluating and Registering Historical Archeological Sites and Districts).

b. Secretary of Interior's "Standards and Guidelines for Archaeology and Historic

Preservation" as published in the Federal Register, September 29, 1983.

c. The Advisory Council on Historic Preservation (ACHP) guidelines set forth in 36 CFR 800, "Protection of Historic Properties."

d. Tennessee SHPO Standards and Guidelines for Archaeological Resource Management

Studies (as revised, March 2009).

e. Tennessee Historical Commission Section 106 Review and Compliance Checklist.

The proposed key personnel (see below), who have worked side-by-side at Panamerican's Memphis office for 20+ years have successfully implemented numerous similar studies. The Principal Investigator (Buchner) and Field Director (Saatkamp), prepared this proposal and are thus intimately familiar with the details of the Technical Approach, and they along with the Lab Director will be responsible for preparing the report, as well as GIS and other deliverables documenting the investigation.

TASK 1: BACKGROUND RESEARCH, PROJECT SETUP AND MOBILIZATION

The proposed Panamerican Principal Investigator and/or Field Director (see key personnel below) can attend a pre-field kick-off meeting, if requested. The logistical needs of the project and the deliverables will be discussed, and a schedule will be proposed for milestone tasks.

The goal of background research is to develop a historic context for the project setting, and to identify all known archaeological sites and historic properties in and near roughly 1,300 ac. project area. Panamerican is extremely experienced in the Shelby County archaeology, and is familiar with a variety of archival resources that have relevance to the APE (for example see Figure 1). Facilities and resources that will utilized during Task 1 include the Tennessee Division of Archaeology (TDOA) files in Nashville, the Memphis Room (Special Collection) of the Memphis and Shelby County Library, the University of Memphis McWhorter Library, and USGS archival quads. Information regarding previously recorded archaeological sites within a 2 km radius of the project APE will be compiled during this research, as will reports detailing past archaeological investigations in and near the project area.

As noted above, mobilization is not really an issue because our office at 91 Tillman Street is only a few minutes drive from the Big Creek project area.

TASK 2: FIELD INVESTIGATIONS

The archaeological assessment of the 225 ac. will be conducted by an RPA certified Archaeologist (i.e., a staff member who meets the Secretary of Interior's guidelines) and two Archaeological Technicians. Area of poor surface visibility (<50%) will be shovel tested at 30 m intervals, while areas with good surface visibility (>50%) will be visually inspected. Previously disturbed and sloped/eroded areas will not be shovel tested but will be documented in the survey records.

Given the expected cover within the tracts, it is expected that the primary site detection will consist of shovel testing at 30 m intervals. Given the size of the tract (225 ac.) it is assumed for bidding purposes that approximately 1,010 shovel tests will be needed to appropriately cover the tracts at 30 m intervals (i.e., 4.49 shovel tests per acre).

Each shovel test will consist of a hole measuring approximately 30 cm square. Excavation of shovel tests will continue to 75 cm, or until known sterile subsoil or the water table is

encountered. All fill (soil) removed from shovel test excavations will be passed through 0.25 in. hardware cloth to ensure consistent artifact recovery (Figure 2). Shovel test profiles will be recorded on standardized forms. Profile descriptions will include Munsell Soil Color Chart references and standard Natural Resources Conservation Service (NRCS) terminology to describe soil textural classes. Additional information recorded for each shovel test will include the maximum depth of excavation, presence or absence of cultural material, and the nature of any recovered artifacts. All areas disturbed by excavations were restored (i.e. backfilled) as closely as possible to their original condition.

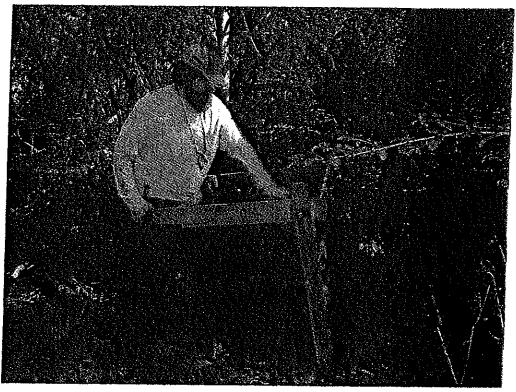


Figure 2. A Panamerican Archaeological Technician screening soil from a typical shovel test (PA250976).

All positive shovel tests (i.e., tests with artifacts) will be delineated at 10 m intervals. Sites will be documented using the TDOA site survey record form.

The positions of all shovel tests and surface features will be recorded in the field using handheld GPS units. The data will be processed post-field using ArcView software to create GIS images showing the shovel tests coverage and/or the locations of all identified archaeological resources.

Ancillary documentation of fieldwork phase will include maintaining a set of field notes maintained by the Field Director and/or Principal Investigator. These notes will document survey conditions, significant findings, potential impediments to the survey effort, etc. Digital photographs to record the nature of the APE at the time of survey will also be taken regularly during the course of fieldwork. The photos will be taken using high resolution mode (6-10 MP/300 dpi).

If human remain are discovered, then all work will cease at that location and the Shelby County Government will be immediately contacted.

TASK 3-REPORTING

Post Field Analysis

Field data will be entered into Excel spreadsheets for use in the draft and final reports. It is anticipated, minimally, that shovel test inventory, a photo log, and an artifact inventory will be prepared.

All recovered artifacts will be transported to the Panamerican laboratory in Memphis where they will be systematically cleaned and analyzed, enumerated, and prepared for curation using Panamerican's lab SOPs. These procedures will be accomplished under the overall supervision of the Principal Investigator, and will follow our standard lab procedures.

Standardized forms are used to record data concerning recovered cultural materials. This effort will be geared toward the compilation of tabular summaries of recovery (i.e. Excel® spreadsheets). All pertinent information including sample type, catalog numbers assigned, date of analysis, and initials of analysts are recorded on these forms. As analysis proceeds, summary tables are generated to provide data on diagnostic and other pertinent material recovered. This provides rapid access to cultural, temporal, and in particular cases, functional information, thus aiding interpretations. Eventually, all material recovered will be tabulated. These data can be presented by site, intrasite provenience, or analytical class in the report of investigations.

TDOA Site Survey Form

As part of the reporting requirements, TDOA site survey forms will be completed and submitted to TDOA site files curator for all identified archaeological sites. Copies of these will be included within the draft and final report as an appendix. Only official TDOA issued trinomials will be used the draft and final reports.

Section 106 Compliance Report

Within one month of the completion of the fieldwork, a draft report will be submitted that details the results of the archaeological assessment of the APE, and will assess the need, if any, for further archaeological investigations. The report will be prepared in accordance with the TDOA's Standards and Guidelines for Archaeological Permit Applications and the SHPO's Standards and Guidelines for Archaeological Resource Management Studies and will conform to the American Antiquity Style Guide. The report will be well-illustrated, scientifically sound, stand-alone document detailing all aspects of the archaeology project, from background environmental and cultural information, to fieldwork, GIS methods, artifact analysis, and conclusions.

Each identified archaeological resources will be assessed as either eligible, undetermined, or not eligible for the NRHP, most likely under Criterion D (Information Potential). Well-reasoned supporting arguments will be provided to reinforce the recommendation for each identified resource. Following acceptance of the draft report, and final report will be prepared that will be placed on file at the TDOA. Post field GIS data will be processed using ESRI ArcGIS 10.3 or higher. Panamerican has a workstation at our Memphis office that specifically dedicated to this

PROPOSED KEY PERSONNEL

Some of the most senior and experienced cultural resources specialists at our Memphis office will be dedicated to directing the proposed investigations. Importantly, the archaeologists proposed for this project meet the Secretary of the Interior's Professional Qualification Standards for Archeology, and are all certified by and are currently listed on the Register of

Professional Archeologists (RPA) (see http://www.rpanet.org/).

PRINCIPAL INVESTIGATOR - C. ANDREW BUCHNER

C. Andrew Buchner has 29 years of experience as a contract archaeologist, and has been with Panamerican since 1994. He the Vice-president of Panamerican Consultants, Inc., and his degrees include an M.A. (1989) in Anthropology from the University of Memphis, and a B.A. (1984) in Anthropology/Sociology from Westminster College, Fulton, Missouri. Mr. Buchner is certified by the Register of Professional Archaeologists (RPA ID# 12420), and is a current member of the Society for American Archaeology (SAA), the Society for Historical Archaeology (SHA) and the Southeastern Archaeological Conference (SEAC). He has participated in dozens of survey and excavations projects in Tennessee, including the leading the Lamar Terrace archaeology project in Memphis (http://www.lamarterracedig.com/index.htm). During his career, he has authored and/or co-authored over 800 contract reports, and is published in various peer reviewed journals, including Tennessee Archaeology and in TDOT's Publications in Archaeology series.

FIELD DIRECTOR --- ANDREW SAATKAMP

Andrew Saatkamp has 24 years of experience as a contract archaeologist, and has been with Panamerican since 1994. His degrees include an M.A. (1994) in Anthropology from the University of Memphis and a B.A. (1989) in Anthropology from the University of Tennessee, Knoxville. Mr. Saatkamp is certified by the Register of Professional Archaeologists (RPA ID# 15459), and he is a member the Society for American Archaeology and the Mid-South Association of Professional Anthropologists. Mr. Saatkamp has served as a Field Director for numerous survey projects in Tennessee, including abundant past work in Shelby County. During his career, Mr. Saatkamp has authored or co-authored more than 200 contract reports. Mr. Saatkamp is also adept at GIS data manipulation and analysis.

LABORATORY DIRECTOR—KARLA OESCH

Ms. Karla Oesch has nine years' experience in the cultural resource management (CRM) field, and has managed the Panamerican's Memphis laboratory since 2010. Her degrees include an (2016) in Anthropology from the University of Memphis, and a B.A. (2008) from the University of Alabama. Ms. Oesch is certified by the Register of Professional Archaeologists (RPA) and is a member of the Society for American Archaeology and the Southeastern Archaeological Conference. Karla manages all the curation arrangements for the Memphis office, and has extensive experience in managing Tennessee artifact collections. Additionally, Ms. Oesch possesses various ancillary and computer skills, including graphic design.

OTHER CONSIDERATIONS

INSURANCE

Proof of insurance will be provided upon award, if requested.

SAFETY

Panamerican's standard written Phase I Safety Plan will be employed. The safety plan includes the following basic requirements: (1) not working alone, and having at least one cell phone per work crew; (2) use of personal protective equipment (PPE), including the use of high visibility vests or shirts; and (3) awareness of potential adverse weather.

Additionally, all permanent Panamerican personnel are Red Cross trained in First Aid and CPR, and all Panamerican field vehicles are equipped with well-stocked first aid kits and fire extinguishers.

QA/QC

Quality Assurance makes sure you are doing the right things, the right way, and therefore Quality Assurance is process oriented. Quality Control makes sure the results of what you've done are what you expected, and thus Quality Control is product oriented. While work product quality is ultimately the responsibility of the Principal Investigator, we take a team approach to the issues of Quality Assurance and Quality Control (QA/QC).

QA/QC will primarily established via two complementary methods: (1) use of standardized forms to record data, and (2) oversight and inspection by the project management at daily, weekly, project milestone intervals. The comments herein are intended to emphasize responsibilities by position, and how use of our corporate management structure ensures that job duties are met. The following general sequence of events will occur during this study:

- The project management (Project Manager, Principal Investigator and Project Archaeologist) will caucus prior to the field survey to discuss the schedule, expected findings, and the results of the background research.
- The Field Director directly supervises the Field Technicians, and will download GIS files on a daily basis to check for accuracy.
- The Laboratory Director will cross check recovery against bag lists/inventories and site maps to ensure consistency and accuracy following every field session.

PROFESSIONAL REFERENCES

Philip Hodge

TDOT, Archaeology Program Manager 615-741-0977

Pam Lieb

Corps of Engineers, Memphis District Archaeologist 901-544-0710

David Salyers

West Tennessee River Basin Authority, Executive Director 731-784-8173

Tim Alexander

Fisher Arnold, Project Manager 901-748-1811

LITERATURE CITED

Buchner, C. Andrew

- 2016 Archaeological Assessment of the Benjestown Road Bicycle and Pedestrian Pathway Project, Shelby County, Tennessee. Panamerican Consultants, Inc. Report No. 36002. Submitted to the Shelby County Engineer.
- Archaeological Investigations at the Richardson's Landing Site (40TP2/13) for the Proposed Memphis Regional Megasite Wastewater Outfall, Tipton County, Tennessee. Panamerican Consultants, Inc. Report No. 38032. Submitted to Kimley-Horn.

Buchner, C. Andrew, and Robert Taylor

2016 Cultural Resources Survey of the 44 ac. Copart Tract, Shelby County, Tennessee. Panamerican Consultants, Inc. Report No. 36031. Submitted to Brophy-Heineke & Associates, Inc.

APPENDIX A: COST AND FEES, AND BID SHEET

	Quantity	Units	Rate	Cost
Task 1: Background Research, Setup of	ınd Mobilizatio	n		
Administrative Assistant	1	Hour	\$54.15	\$54.15
RPA Archaeologist	8	Hour	\$56.86	\$454.88
Mileage	420	Mile	\$0.51	\$214.20
Task 2: Fieldwork (10 Days)				
RPA Archaeologist	80	Hour	\$56.86	\$4,548.80
Archaeological Technician I (2)	160	Hour	\$41.84	\$6,694.40
Vehicle mileage	400	Mile	\$0.51	\$204.00
Field supplies	10	Day	\$15.00	\$150.00
Task 3: Reporting				
Laboratory Director	8	Hour	\$38.02	\$304.16
Laboratory Technician	8	Hour	\$30.98	\$247.84
Principal Investigator	2	Hour	\$148.92	\$297.84
RPA Archaeologist	24	Hour	\$56.86	\$1,364.64
Administrative Assistant	1	Hour	\$54.15	\$54.15
Editor	8	Hour	\$42.24	\$337.92
Shipping	2	Each	\$15.00	\$30.00
Report hard copies	4	Each	\$15.00	\$60.00
		10	TAL PROPOSED COST	\$15.016.98

Shelby County Government Bid Form

Shelby County Government 160 North Main Street Memphis, TN 38103 Attention:

In compliance with the Notice to Bidders and the instructions to Bidders for the Cultural Resources Assessment Services, project. The undersigned bidder, a corporation or business organized and existing under the laws of the State of Tennessee ;

Having received, examined, and understands the extent and character of the work to be performed, hereby propose to high hereby to determine if any significant archeological sites are located along or adjacent to the project area.

The undersigned further proposes to berform all work and furnish all equipment in accordance with Section 106 of the National Historical reservation Acts following procedures as codified in 36 CFR 800 (Federal Register, December 12, 2000, 77698-77739).

BID FORM:

_	1, 19	i Item	Quantity	Bid Price
	1	Background Research, Project 'Setup and Mobilization	e e e e e e e e e e e e e e e e e e e	Ergen 1
		Sub-surface Test peritest	TBD by. * • Yesearch*	\$11.48°
	3	Final Reporting	1	\$2,696.55

^{*}Assumes 1,010 shovel tests, see Task 2 discussion.

Bidder acknowledges receipt of Addenda as follows:

Addendum No. 1 dated 10/3/18	Addendum No. dated
Addendum No. dated	Addendum No. dated
Addendum No. dated	Addendum No. dated
Addendum No. dated	Addendum No. dated
Respectfully Submitted:	can Consultants, Inc.
(Legal Name of Corporation or Busing A St., Memph	
(Address) C. Andrew Buchner	
(Typed Name of Officer)	Indiver Broken
(Signature of Officer)	
(Title of Officer) 901-454-4733	
(Telephone Number) NOTE: If a corporation, bid must be	signed by person authorized to bind it to contract.
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Lee Harris, Mayor

Addendum No. 1

Issued: October 3, 2018

RFP 19-007-02A

Cultural Resources Assessment Services for the Big Creek National Disaster Resilience Grant Project

TO ALL PROSPECTIVE BIDDERS:

Please note the following change:

Page 5, Section II, #1. Minimum Proposer Requirements, #8 & #9 state:

- 8. Be free of external controls, either from public or for profit interest
- 9. Community Housing Development Organization Application completed and submitted with your proposal

Both items 8 & 9 are to be disregarded as they do not apply to this project.

Sincerely,

Signed Original on File

Sonja Worthy, Buyer Purchasing Department Shelby County Government

APPENDIX B: LICENSES, EOC, DRUG FREE, & SECTION 3 DOCUMENTS



PANAMERICAN CONSULTANTS INC

PO BOX 20884 TUSCALOOSA, AL 35402

MEMPHIS AND SHELBY COUNTY BUSINESS TAX LICENSE

RECEIPT NUMBER	181004579
LIÇENSE NUMBER	92003015
THIS LICENSE EXPIRES	05/15/2019
CLASSIFICATION	3

OWNER(S)					
				. 44	
BUSINESS LOC	ATION	ADDR	ESS.		
91 TILLMAN ST MEMPHIS, TN 3	8111				

MUST DISPLAY IN A CONSPICUOUS PLACE

SHELBY COUNTY GOVERNMENT OFFICE OF EQUAL OPPORTUNITY COMPLIANCE CONTRACT COMPLIANCE ELIGIBILITY CERTIFICATE

Monday, October 17, 2016

Company

PANAMERICAN CONSULTANTS, INC.

2301 PAUL BRYANT DR. TUSCALOOSA, AL 35401

Total Number of Employees: 14

Company Type:

Service

Pursuant to section 7(c) and 7(g) of the Shelby County Restructure Act of 1974, and Resolution #9, November 5, 2012 of the Board of Commissioners, the statistics submitted by this firm have been reviewed and determined:

to be in compliance with the standards set forth in Resolution #9 and therefore is eligible to submit bids for contracts with Shelby County Government. The following Contract Compliance Eligibility number has been issued, which must be displayed on the outside of each bid envelope. The first four digits indicate expiration date of this number (MMYY), after which a review will be required.

EOC Number:

EOC-S-1019-27006

Expiration Date:

Thursday, October 31, 2019

awattis

Carolyn Watkins, Administrator Office of Equal Opportunity Compliance

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF TN
COUNTY OF Shelby
The state of the s
The undersigned, principal officer of Ranamerican Consultants, Inc., an employer of five (5) or
more employees contracting with Shelby County government to provide goods and/or
services states under path as follows.
1. The undersigned is a pending officer of Panamerical Consultants, Inc.
(hereinafter referred to a the Company"), and is duly authorized to execute this Affidavit on
behalf of the Cempany.
and the same of th
The Company submits this Affidavit pursuant to T.C.A. \$50-9-113, which requires each
employer with no less than five (3) employees receiving pay who contracts with the state or any
local government to provide goods and/or services to sponit an affidavit stating that such
employer has a drug free workplace program that complies with Title 50, Chapter 9, of the
Tennessee Code Annotated
The second secon
3. The Company is in compilance with T.C.A.~ 50.9-113. Further affiant saith not.
Principal Officer Name and Signature
Principal Officer (Name and Signature)
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COUNTY OF Shelby Shelby
C. And Can!
Before me personally appeared Puchee with whom I am personally acquainted (or proved to
me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing
Witness my hand and seal at office this 8 day of October 3 Multiple
Notary Public: My Commission Expires: My Commission Expires: My Commission Expires:
My Commission Expires:
My Commission Expires: NOTARY NOTARY PUBLIC
December 7, 2020
Will BA COOLUMN

NOTE: if less than five (5) employees, pls mark n/a and sign/submit with your proposal

Section 3 Opportunity Plan

(TO BE COMPLETED FOR COMMUNITY DEVELOPMENT PROJECTS)

PURPOSE

The purpose of the Section 3. Opportunity Plan is to ensure that jobs and economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) financial assistance for housing and community development programs shall be directed to low- and very low- income persons to the greatest extent leastble, particularly those who are recipients of government assistance for housing and business concerns providing such opportunities.

Panamerican Consultants. Inc

BIDDER OR APPLICANT

RRP#19-007-02A Cultural Resources Assessment Services for the Big Creek National Disaster Resilience Grant Project (Engineering Section)

RFP # and RROJECT:NAME

Andrew Buchner 3.901-454-4738. ... memohis@bahamconsultants.com

CONTACT NAME

TELÉPHONÉ #

EMAIL (IF APPLICABLE)

Requirements

The submitter of this Section 3 Opportunity Plan hereby agrees to comply with all of the provisions of Section 3 as set forth in 24 CFR 135, which implements Section 3 requirements.

The Section 3 Opportunity Plan must be submitted with the Request For Quotation (RFQ), Request For Proposal (RFP), contact response, or grant application to Shelby County's Division of Planning and Development/Department of Housing or the appropriate Division/Department issuing the applicable request.

If a contract is awarded, a Section 3 Summary Report identifying progress in meeting the goals established in this Plan must be submitted monthly for projects throughout the contract period. The Section 3 Summary Report shall be submitted no later than 10 days after the end of each calendar month of the contract (e.g. January 10th, February 10th etc.). For any goal not met, the report shall identify other economic opportunities that the contract recipient has or intends to provide.

The failure of the contract recipient to comply with the approved Plan shall be considered an event of default under the contract agreement.

Commitment to Contracting

Applies to all projects

Each applicant or bidder for a construction or labor-related contact must complete this Plan and submit all relevant information required herein. The following contracting requirements must be satisfied to the greatest extent feasible:

- At least tem percent (10%) of the total dollar amount of all applicable HUD-funded construction contracts shall be awarded to businesses identified as Section 3.
- At least three percent (3%) of the total dollar amount of all applicable HUD-funded nonconstruction contracts shall be awarded to businesses identified as Section 3.

The following documents must be completed and submitted with this Plan:

- Outreach Efforts to Section Splusines
- Section 3 Business Certification Form
- * Section 3 Commitment to Contracting

Commitment to the Employment and Training

Applies to all projects

Each bidder of applicant for a construction or labor related contract must complete this Plan and submit all relevant information required herein. Bidders and applicants must satisfy the following hiring requirements to the greatest extent feasible:

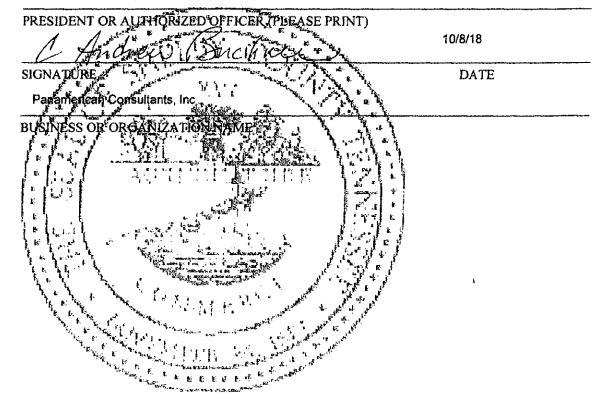
Thirty percent (30%) of the aggregate number of <u>new</u> positions during a one year period shall be filled with Section 3 residents. Example: A construction contractor hires 10 new workers. Three of the new workers should qualify as local low- to very-low income persons.

Compliance

The failure of the bidder or applicant to comply with the Section 3 Opportunity Plan shall be considered an event of default under the contract agreement.

Acknowledged by

C. Andrew Buchner, Vice President



Section 3 Opportunity Plan Outreach Efforts to Section 3 Businesses

Applies to all projects
Documentation of efforts to engage Section 3 businesses must be provided with responses to
RFQs, RFPs, and grant applications.
Kr. Os, Kr. s, and grant approach offs.
RFP# 19-007-02A Cultural Resources Assessment Services for the Big Creek National Disaste Project Name Resilience Grant Project (Engineering Section)
This form is to be completed by bidders or applicants seeking funding under a Shelby County
Division of Planning and Development/Department of Housing Section 3 covered program (or
any outer Shelby County Division Department when Section 3 applies).
Organization Panamerican Consultants-the
Subratted By C. Andrew Bushner, Vice President
Supplicity by
The following businesses identified as Section 3 were contacted to determine capacity and availability to
vork on the above-listed project
North of the about 1850 projections and
Company See below
Contacts to the second
Telephone /Email
Date(s) Contacted Quote Provided (Y/N)
Follow-up Action and Company Response

Panamerican Consultants, Inc. (Panamerican) is a full-service cultural resource management company with of team of cultural resource professionals. We do not subcontract out any of the services required to perform this project. There are also no providers of cultural resource management services on the list of Section 3 businesses.

Panamerican will attempt to hire Section 3 residents should any positions become available. We are registered on the Tennessee Department of Labor & Workforce Development website, JOBS4TN.GOV, in order to advertise any employment opportunities, and specifically reach out to Section 3 residents.

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