

**CONTRACT FOR SERVICES  
CITY OF BISBEE**

**ARCHAEOLOGICAL CONSULTING SERVICES FOR THE CAMP NACO  
PROJECT/NACO HERITAGE ALLIANCE**

**THIS CONTRACT** is made this 5<sup>th</sup> day of September, 2023, by and between the City of Bisbee (hereinafter “the City”) and Desert Archaeology (hereinafter “the Contractor”). Contractor and City may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

**WHEREAS** the City is in need of certain services, as more particularly specified in the Notice of Solicitation designated as the “Archaeological Consulting Services” and as incorporated herein by reference; and

**WHEREAS** the Contractor has offered to perform the proposed work in accordance with the terms of this Contract;

**NOW, THEREFORE**, in consideration of the promises and covenants stated herein, **IT IS HEREBY AGREED THAT:**

1. The Contractor promises and agrees to perform the work and to provide the services as described in the “Notice of Solicitation” and the “Specifications, Scope of Work or Requirements,” each of which is incorporated herein by reference. This work shall be provided in a good and competent manner, and to the satisfaction of the City, or its designees. This work shall also be performed in a manner that is consistent with the “Standard Terms and Conditions, City of Bisbee Contract,” which are incorporated into this Contract by reference, and any special terms and conditions which may be attached to this Contract.
2. The Contractor further agrees to provide all of the services required by this Contract in a complete and acceptable form, as is customarily provided according to professional standards applicable to completion of this type of service work.
3. This Contract shall remain in effect for a period from September 5, 2023 through September 5, 2024 unless otherwise terminated as provided for herein.
4. The City will compensate the Contractor for its performance, and the Contractor agrees to accept as complete payment for such full performance, a sum not to exceed **\$45,435.25** as per the Bid Proposal dated August 15, 2023.
5. Payment shall be made by the City to the Contractor on the basis of invoices.
6. Termination. This Contract may be terminated by either Party upon 60 days written notice.

7. E-verify Requirements. To the extent applicable under Arizona Revised Statutes (“A.R.S.”) § 41- 4401, Contractor and its subcontractors warrant compliance, and are contractually obligated to comply, with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A) (“Immigration Warranty”). Contractor’s or its subcontractor’s failure to comply with Immigration Warranty shall be deemed a material breach of this Agreement and may subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City. The City retains the legal right to inspect the papers of all the Contractor personnel who provide services under this Agreement to ensure that the Contractor or its subcontractors are complying with the Immigration Warranty. The Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractor to ensure compliance with the Immigration Warranty. The Contractor shall assist the City in regard to any random verification performed. Neither the Contractor nor any subcontractor will be deemed to have materially breached the Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
8. Boycott of Israel. Pursuant to A.R.S. § 35-393.01, Contractor certifies that it is not engaged in a boycott of Israel as of the effective date of this Contract and agrees for the duration of this Contract to not engage in a boycott of Israel.
9. Conflict of Interest. This Contract is subject to the Conflict-of-Interest provisions of A.R.S. § 38-511, as amended.
10. Funding: Any contract entered into by the City of Bisbee is subject to funding availability and the approval of such funding by the City Council. The Parties acknowledge and agree that this Contract is specifically for the purposes of carrying out the duties and obligations of the City in accordance with the Grant and is subject to the receipt and payment of grant funds from the Mellon Foundation for the Services performed by the Contractor. If the Grant source of funds is terminated or otherwise unavailable, the City shall have the right to terminate this Agreement.
11. All notices, invoices and payment shall be made in writing and may be given by personal delivery or by mail. The names and addresses of the designated recipients for such notices, invoices and payments are as follows:

**TO CONTRACTOR:**

Desert Archaeology, Inc.  
Attn: \_\_\_\_\_  
3975 N. Tucson Blvd.  
Tucson, AZ 85716

**TO CITY:**

City of Bisbee Finance  
Accounts Payable  
76 Erie Street  
Bisbee, AZ 85603

12. **Drafting.** The provisions of this Contract shall be deemed prepared or drafted by any one Party or its attorneys and shall not be construed more strongly against either Party.
13. **Counterparts.** This Contract may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.
14. **Nondiscrimination:** Contractor shall not discriminate against any person on the basis of race, religion, color, age, sex, disability, or national origin in the performance of this Agreement, and shall comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964), and with the American with Disabilities Act of 1990. In addition, shall include similar requirements of subcontractors in any contracts entered into for performance of obligations under this Contract.
15. **Incorporation of Laws:** If there is any federal law or regulations that is applicable under the terms, conditions and obligations of the Grant, such laws or regulations shall be incorporated herein.
16. **Choice of Law and Venue:** This Contract shall be governed by the laws of the State of Arizona as to validity, interpretation, and performance. Any judicial proceeding or other legal action relating to this Contract shall be filed in a court of competent jurisdiction in Cochise County, Arizona.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Contractor as indicated below:

**APPROVED:  
CITY OF BISBEE**

By Ashlee Coronado  
for Stephen J. Pauken, City Manager

**APPROVED:  
CONTRACTOR**

By Sarah Herra  
Name: Sarah Herra  
Title: President

**ATTEST:**

Ana Williams for  
Ashlee Coronado, City Clerk

**APPROVED AS TO FORM:**

[Signature]  
Joseph B. Estes, City Attorney  
Gust Rosenfeld, P.L.C