

CHANGE ORDER

Change Order No.: 1

Name of Project: Camp Naco Archaeological Monitoring

Project No.: 12165 (WestLand)

Date: February 19, 2025 (revised)

WestLand Resources, Inc., an Arizona corporation, d/b/a WestLand Engineering & Environmental Services ("WestLand") is providing this contract modification to the Agreement that was fully executed on August 8, 2024 by WestLand and City of Bisbee.

1. CHANGES TO SCOPE OF SERVICES.

The Scope of Services is changed as follows:

WestLand previously provided a fee proposal to assist City of Bisbee with archaeological monitoring services for the demolition of 17 features and ground disturbing activities. Demolition monitoring was completed in the original scope of work and per the original scope of work, if monitoring of construction activities exceeded 7 days, then a daily rate of that monitor will be added to the project's total cost.

As part of this scope of work, WestLand will provide continued archaeological monitoring services and coordination with Durazo Construction, overnight accommodation in Bisbee, report editing, revisions to figures and maps, and will coordinate final review and approval by the Arizona State Museum (ASM).

2. COST(S).

WestLand proposes a not-to-exceed time and materials cost of **\$50,289** to complete these tasks outlined in **Table 1**. Expenses include vehicle mileage, lodging, per diem, ASM fees, and use of mapping equipment.

Table 1. Detailed Rate Summary

Personnel	Rate	Hours	Total
Senior Principal Investigator II	\$ 190.00	20	\$ 3,800.00
Geospatial Analyst	\$ 110.00	5	\$ 550.00
Technical Editor II	\$ 110.00	7	\$ 770.00
Crew Chief II	\$ 99.00	40	\$ 3,960.00
Field Technician III	\$ 66.00	425	\$ 28,050.00
Project Controller II	\$ 150.00	3	\$ 450.00
Project Coordinator	\$ 133.00	5	\$ 665.00
Expenses (mileage, lodging, per diem and ASM fees)			\$ 12,044.00
Change Order Total			\$ 50,289.00

This estimate is based on the potential for up to 40 days of monitoring activities.

3. ADJUSTMENT IN PRICE.

The payment (in an amount not to exceed the estimate stated above for increases in the Services) by **City of Bisbee** on account of such change in the Services will be adjusted as determined by and strictly limited to the original Agreement and any subsequent change orders.

4. COMPLETION DATE.

There is no change in the completion date unless otherwise specified herein.

All other original conditions of the Agreement remain unchanged and are in full force and effect.

City of Bisbee

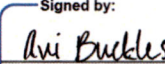

Signature

Ken Budge
Printed Name

Mayor
Title

3-4-2025
Date

WestLand Resources, Inc., an Arizona corporation, d/b/a WestLand Engineering & Environmental Services, Inc.

Signed by:

Signature DA943D6319E542B...

Avi Buckles
Printed Name

Cultural Resources Director
Title

3/5/2025
Date



Engineering &
Environmental
Services

4001 E. Paradise Falls Drive
Tucson, AZ 85712
520-206-9585

July 8, 2024

Mr. Mike Normand
Construction Manager
City of Bisbee, Camp Naco Project
915 S Tovreaville Road
Bisbee, AZ 85603

**RE: ARCHAEOLOGICAL MONITORING FOR DEMOLITION ACTIVITIES AT CAMP NACO, COCHISE
COUNTY, ARIZONA
WESTLAND PROPOSAL NO. P12165**

Dear Mr. Norman:

WestLand Engineering & Environmental Services (WestLand) appreciates the opportunity to provide the City of Bisbee (City) with a cost estimate for the above-referenced project. It is our understanding that ground disturbing activities associated with demolition of historic and non-historic structures will occur within the historically designated Camp Naco Historic District (AZ FF: 9:193 [ASM]).

The project is located within Camp Naco, a city-owned site along W. Newell Street and S. Wilson Road in Naco, Arizona. The City is proposing demolition of 17 features located throughout the historic district/site; 11 of which were previously recommended as eligible to the National Register of Historic Places (NRHP) as contributing resources to the existing district. All features were fully documented prior to the proposed demolition activities (Thiel 2024, Levstik 2024). The demolition of these features is part of an on-going rehabilitation project for the revitalization and re-use of Camp Naco as a community space. The proposed work would include the use of heavy machinery to remove features and in some cases will go several feet below the modern ground surface.

Because this project is receiving state funds, the Arizona Antiquities Act ARS 41-841-846 provides for the protection and regulation of archaeological and paleontological sites on lands owned or controlled by the State of Arizona or an agency of the State such as a municipality. As such, archaeological monitoring of ground-disturbing activities is required.

SCOPE OF WORK

To comply with the above referenced regulations, the City has requested an archaeological monitor be present during demolition activities at Camp Naco. WestLand can provide an archaeological monitor for the project to ensure that no significant cultural deposits or human burials are impacted during construction. WestLand will provide the following services:

- Acquire an Arizona State Museum (ASM) Permit and Repository Agreement for work within an archaeological site.

WestLand Engineering & Environmental Services

- Create a map of the construction project with all archaeological sites and historic districts.
- Provide an archaeological monitor at the Field Technician III level to coordinate all monitoring activity on the project. The monitor will work under the supervision of the senior archaeologist in the Tucson office.
- A senior archaeologist will help train and oversee anthropology students from Cochise College as part of a hands-on field training program.
- Write a monitoring report at the completion of the project.
- Respond to one round of comments from the City and ASM of the draft monitoring report.
- Produce a final monitoring report that incorporates responses to all client and ASM comments on the draft.
- Register the project with the ASM and pay all applicable fees.

The primary task of the project is to provide an archaeological monitor to monitor all ground disturbing activities within Camp Naco. The monitor will coordinate with the construction project manager to determine where and when a monitor is required and if a second monitor may be needed to meet the City's obligations. Once the project is completed, a monitoring report will be prepared and submitted to the City of Bisbee and ASM for review and comment.

COST ESTIMATE

The cost of the project set-up, monitoring activities, student training and outreach, reporting, ASM fees, and direct expenses is estimated to be \$20,797. WestLand archaeologists will provide these services on a time-and-materials basis, in accordance with WestLand's standard billing rates (attached).

It is currently estimated that an archaeological monitor will be needed for seven days and as such the proposal includes the project set up and report costs along with an estimated 7 days for one archaeological monitor, as well as one day for a senior archaeologist to help train and coordinate with Cochise College students. This information is presented in Table 1.

Table 1. Cost Summary

Task	Labor	Expenses	Total
Project Set-up, Management and Client Meetings	\$ 1,100	\$ 0	\$ 1,100
ASM Permit	\$ 273	\$ 1,392	\$ 1,665
Archaeological Monitor for 7 Days	\$ 6,122	\$ 1,385	\$ 7,507
Field Training with Cochise College Students	\$ 2,964	\$ 0	\$ 2,964
Report	\$ 7,434	\$ 127	\$ 7,561
7 Day Total			\$ 20,797

This cost estimate is based on the following assumptions:

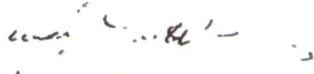
- Monitoring methods and collections are based upon those outlined in *An Archaeological Survey and Plan for Monitoring and Discovery for Camp Naco, AZ FF:9:193 (ASM), Cochise County, Arizona* (Thiel 2024).

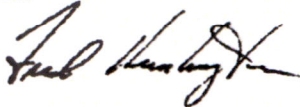
- The cost estimate does not include the removal, analysis, or repatriation of any human remains.
- The cost does not include the excavation of any significant cultural features nor the collection/curation of surface artifacts.
- The cost is based on the need for a single monitor for 7 days and a senior archaeologist for one day.
- If monitoring activities exceed 7 days, then the daily rate of that monitor will be added to the project's total cost.
- The daily cost assumes an 8-hour workday, not including travel time. If a monitor is required for less than 8 hours, they will be billed at their hourly rate of \$66.00.
- The daily rate includes all direct expenses such as travel to and from the job site.
- The City will assume liability for Cochise College students while on site.

If the proposal is acceptable, please sign and return a copy of the attached contract. A fully executed contract will be returned for your files.

Should you have any questions concerning the cost proposal or schedule, please do not hesitate to contact me at (520) 307-1851 or at jlevstik@westlandresources.com.

Respectfully,
WestLand Engineering & Environmental Services


Jennifer Levstik
Principal Investigator


Fred Huntington
Senior Technical Advisor

JL:elm
Attachments: WestLand's 2024 Billing Rates
Contract Agreement

cc: Avi Buckles, WestLand Engineering & Environmental Services



Billing Rates (Effective January 2024)

Rate Project Management/Coordination

\$278	Senior Principal Consultant
\$255	Principal Consultant
\$228	Senior Project Manager
\$206	Project Manager II
\$190	Project Manager I
\$169	Project Controller III
\$150	Project Controller II
\$133	Vehicle Equipment Coordinator or Project Controller I
\$99	Project Administrator

Rate Engineering (W/W and Land Development)

\$206	Senior Engineer I
\$190	Engineer III
\$169	Engineer II
\$150	Engineer I or Engineer in Training III
\$133	Engineer in Training II or Senior Engineering Technician
\$110	Engineer in Training I or Engineering Technician

\$206	Design Manager
\$169	Senior Designer II or Senior Graphic Designer II
\$150	Senior Designer I or Senior Graphic Designer I
\$133	Designer III
\$110	Designer II
\$99	Designer I
\$85	Drafter

Rate Environmental Planning & Permitting

\$206	Senior Environmental Consultant I
\$190	Senior Environmental Specialist III
\$169	Senior Environmental Specialist II
\$150	Senior Environmental Specialist I
\$133	Environmental Specialist III
\$110	Environmental Specialist II
\$99	Environmental Specialist I

\$190	Senior Principal Investigator II
\$169	Senior Principal Investigator I
\$150	Principal Investigator II or Senior Field Director
\$133	Field Director III or Principal Investigator I
\$110	Field Director II
\$99	Lab Director, Field Director I or Crew Chief II
\$85	Crew Chief I
\$73	Assistant Crew Chief

Rate Field Technicians

\$83	Senior Field Technician II or Senior Technician II
\$72	Senior Field Technician I or Senior Technician I
\$66	Field Technician III or Technician III
\$60	Field Technician II or Technician II
\$55	Field Technician I or Technician I

\$228	Senior Technical Specialist
\$190	Technical Specialist III
\$169	Technical Specialist II
\$150	Technical Specialist I
\$133	Senior Document Production Specialist II or Tech Editor II
\$133	Document Controller
\$110	Senior Document Production Specialist I or Tech Editor I
\$99	Document Production Specialist III or Administrative Staff III
\$85	Document Production Specialist II or Administrative Staff II
\$73	Document Production Specialist I or Administrative Staff I

\$206	Senior Landscape Architect I
\$190	Landscape Architect III
\$169	Landscape Architect II
\$150	Landscape Architect I

\$206	Construction Department Manager
\$190	Senior Construction Inspector III
\$169	Senior Construction Inspector II
\$150	Senior Construction Inspector I
\$133	Construction Inspector III
\$110	Construction Inspector II
\$99	Construction Inspector I

\$206	Senior Environmental Consultant I
\$190	Senior Biologist III
\$169	Senior Biologist II
\$150	Senior Biologist I
\$133	Biologist III
\$110	Biologist II
\$99	Biologist I

\$190	Senior Surveyor III or Survey Manager
\$169	Senior Surveyor II
\$150	Senior Surveyor I
\$133	Surveyor III
\$110	Surveyor II
\$99	Surveyor I
\$85	Survey Technician II
\$73	Survey Technician I

\$190	Senior Geospatial Analyst III
\$169	Senior Geospatial Analyst II
\$150	Senior Geospatial Analyst I
\$133	Geospatial Analyst III
\$110	Geospatial Analyst II
\$99	Geospatial Analyst I

AGREEMENT FOR PROFESSIONAL SERVICES – ENVIRONMENTAL/CULTURAL RESOURCES
Archaeological Monitoring for Demolition Activities at Camp Naco, Cochise County, Arizona

This Agreement is entered into on 08/07/2024 by and between WestLand Resources, Inc., an Arizona corporation, d/b/a WestLand Engineering & Environmental Services ("Consultant") and City of Bisbee with office in Bisbee, Arizona ("Client"), and authorizes the Consultant to complete the work outlined in the Scope of Services attached as Exhibit A (the "Agreement").

I. SCOPE OF SERVICES AND FEE

Consultant will provide the Scope of Services as described in Exhibit A. Services not set forth in Exhibit A of this Agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed in Exhibit A.

The fee for services is described in Exhibit A, and summarized as follows:

1. Consultant will provide the scope of services described in Exhibit A on a time and materials basis in accordance with the rates provided in Exhibit A. The estimated budget is \$20,797. This cost estimate is based on the following assumptions:
 - Monitoring methods and collections are based upon those outlined in *An Archaeological Survey and Plan for Monitoring and Discovery for Camp Naco, AZ FF:9:193 (ASM), Cochise County, Arizona* (Thiel 2024).
 - The cost estimate does not include the removal, analysis, or repatriation of any human remains.
 - The cost does not include the excavation of any significant cultural features nor the collection/curation of surface artifacts.
 - The cost is based on the need for a single monitor for 7 days and a senior archaeologist for one day.
 - If monitoring activities exceed 7 days, then the daily rate of that monitor will be added to the project's total cost.
 - The daily cost assumes an 8-hour workday, not including travel time. If a monitor is required for less than 8 hours, they will be billed at their hourly rate of \$66.00.
 - The daily rate includes all direct expenses such as travel to and from the job site.
 - The City will assume liability for Cochise College students while on site.

Client shall pay the cost of all reimbursable expenses incurred or to be incurred by WestLand directly or indirectly in connection with the project for transportation and subsistence incidental thereto; obtaining bids or proposals from contractors; toll telephone calls; and all charges to be paid or incurred for fees, permits, bond premiums, title company charges, delivery charges, prints and reproduction of reports, drawings, and specifications, and all other charges and expenses not specifiable or itemized in this paragraph, but which are reasonably necessary to the proper completion of the services hereby covered. In the event such reimbursable expenses are paid directly by WestLand, then Client shall be obligated to reimburse WestLand and such charges and expenses shall be invoiced by WestLand to Client at direct cost, plus fifteen percent (15%) for handling.

If agreed to in writing by the Client and the Consultant, the Consultant shall provide Additional Services, which shall be appended hereto. Additional Services are not included as part of the Scope of Services and shall be paid for by the Client in addition to payment for the services listed in Exhibit A. Payment for Additional Services will be made by the Client, in accordance with the Consultant's prevailing fee schedule, or as agreed to by the Client and the Consultant.

II. TERMS AND CONDITIONS

1. **Entire Agreement.** This Agreement is the entire Agreement between the Client and the Consultant. There are no understandings or agreements except as expressly stated herein. This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document as appropriate. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions.
2. **Contract Amendments.** No conditions or representation altering, detracting from or adding to the terms hereof shall be valid unless printed or written hereon or evidenced in writing by either party to this Agreement and accepted in writing by the other.

3. **Access Authorization.** The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others necessary for the Consultant to provide the services. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (for the purpose of this Section 3, collectively, "Consultant") against any damages, liabilities or costs arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.
4. **Information Provided by Others.** The Client shall furnish, at the Client's expense, all information, requirements, reports, data, utility mapping and field markings, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, utility mapping and field markings, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors or others.
5. **Ownership of Instruments of Service.** The Consultant shall retain ownership of all reports, drawings, plans, specifications, electronic files, field data, notes and other documents and instruments prepared by the Consultant as instruments of service. The Consultant shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto.
6. **Delays.** The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.
7. **Limitation of Liability.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, agents, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, agents, shareholders, owners and subconsultants shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8. **Billing and Payment Terms.**

Payment Due. Invoices shall be submitted by the Consultant monthly and are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date.

Interest. If payment in full is not received by the Consultant within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Collection Costs. If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this Agreement or any earlier termination by either party.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

Termination of Services. If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

9. **Disputed Invoices.** If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.

10. **Severability.** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

11. **Dispute Resolution.**

Mediation. In an effort to resolve any conflicts that arise under a task order/notice to proceed or following completion of the services, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the services shall be submitted to nonbinding mediation.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

Jury Waiver. The parties hereby voluntarily, knowingly, irrevocably and unconditionally waive any right to have a jury participate in resolving any dispute (whether based upon contract, tort or otherwise) between or among the parties arising out of or in any way related to this Agreement or any relationship between the parties. This provision is a material inducement to each party to enter into this Agreement.

Prevailing Party Attorney's Fees. Should litigation be necessary to enforce any term or provision of this Agreement, then all litigation and collection expenses, including, without limitation, witness fees, court costs, attorneys' fees and other expenses, whether taxable or not, shall be paid to the prevailing party.

12. **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

13. **Governing Law and Jurisdiction.** The Client and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Arizona without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Pima County, Arizona.

14. **Termination.** In the event of termination of this Agreement by either party, the Client shall within fourteen (14) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than fourteen (14) calendar days written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the project by either party to any other entity without the prior written consent of the other party;
- Suspension of the project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the task order/notice to proceed, services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of termination, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

15. **Waiver of Rights.** Any waiver at any time by either party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with the Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

16. **Notices.** All notices, requests, demands or other communications required or permitted to be given hereunder to Consultant shall be delivered to WestLand Resources, Inc., 4001 E. Paradise Falls Drive, Tucson, Arizona 85712. All notices, requests, demands or other communications required or permitted to be given hereunder to the Client shall be delivered to the address set forth below the Client's signature on this Agreement.
17. **Consequential Damages.** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the applicable project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the applicable project.
18. **Mutual Indemnification.** The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (for the purpose of this Section 18, collectively, "Client") against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants.
- The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, agents, and subconsultants (for the purpose of this Section 18, collectively, "Consultant") against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the applicable project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.
- Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
19. **Code Compliance.** The Consultant shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
20. **Standard of Care.** In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
21. **Corporate Protection.** It is intended by the parties to this Agreement that the Consultant's services in connection with the applicable project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, an Arizona corporation, and not against any of the Consultant's individual employees, officers or directors.
22. **Certifications, Guarantees, and Warranties.** The Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant's having to certify, guarantee or warrant the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification.
23. **Jobsite Safety.** Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall impose any duty on the Consultant, nor relieve the contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies.
- The Client agrees that the contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the contractor. The Client also agrees that the contractor shall defend and indemnify the Client, the Consultant and the Consultant's subconsultants. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be named as additional insureds under the Contractor's policies of general liability insurance. Client further agrees to indemnify and hold harmless

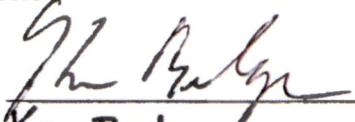
Consultant from any and all liability, real or alleged, in connection with the performance of work on the applicable project.

The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees, or the Client or its employees, in connection with their work or any health or safety programs or procedures.

- 24. Shoring for Cultural Resources Testing.** The scope of work assumes trenching to a maximum of 5 feet deep with vertical side walls and will not require the use of shoring, sloping, or benching of trench side walls to allow for safe inspection of the exposed soil profile. The scope of work is based on Consultant's current understanding that the soils in the project area are suitable for this method of testing. If soil conditions are discovered by Consultant during excavation that at Consultant's sole discretion believes cannot be safely excavated, the additional cost of stabilizing the trenches in a manner that allows for the completion of testing will be used. Any additional cost incurred will be charged on a time and materials basis at Consultant's standard billing rates.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their officers designated below as of the date written on the first page of this Agreement.

City of Bisbee

Signature: 

Name: Ken Budge

Title: Mayor

Street Address: 76 Eric Street

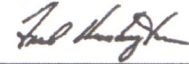
City, State, Zip: Bisbee, AZ 85603

Telephone: 520 - 432-6012

Email Address: ACoronado@bisbeeaz.gov

Date: _____

**WestLand Resources, Inc., an Arizona corporation,
d/b/a WestLand Engineering & Environmental
Services**

Signature: 

Name: Fred Huntington

Title: Senior Technical Advisor

Street Address: 4001 E. Paradise Falls Drive

City, State, Zip: Tucson, Arizona 85712

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Date: 08/07/2024



Engineering &
Environmental
Services

4001 E. Paradise Falls Drive
Tucson, AZ 85712
520-206-9585

EXHIBIT A

July 8, 2024

Mr. Mike Normand
Construction Manager
City of Bisbee, Camp Naco Project
915 S Tovreaville Road
Bisbee, AZ 85603

**RE: ARCHAEOLOGICAL MONITORING FOR DEMOLITION ACTIVITIES AT CAMP NACO, COCHISE
COUNTY, ARIZONA
WESTLAND PROPOSAL NO. P12165**

Dear Mr. Norman:

WestLand Engineering & Environmental Services (WestLand) appreciates the opportunity to provide the City of Bisbee (City) with a cost estimate for the above-referenced project. It is our understanding that ground disturbing activities associated with demolition of historic and non-historic structures will occur within the historically designated Camp Naco Historic District (AZ FF: 9:193 [ASM]).

The project is located within Camp Naco, a city-owned site along W. Newell Street and S. Wilson Road in Naco, Arizona. The City is proposing demolition of 17 features located throughout the historic district/site; 11 of which were previously recommended as eligible to the National Register of Historic Places (NRHP) as contributing resources to the existing district. All features were fully documented prior to the proposed demolition activities (Thiel 2024, Levstik 2024). The demolition of these features is part of an on-going rehabilitation project for the revitalization and re-use of Camp Naco as a community space. The proposed work would include the use of heavy machinery to remove features and in some cases will go several feet below the modern ground surface.

Because this project is receiving state funds, the Arizona Antiquities Act ARS 41-841-846 provides for the protection and regulation of archaeological and paleontological sites on lands owned or controlled by the State of Arizona or an agency of the State such as a municipality. As such, archaeological monitoring of ground-disturbing activities is required.

SCOPE OF WORK

To comply with the above referenced regulations, the City has requested an archaeological monitor be present during demolition activities at Camp Naco. WestLand can provide an archaeological monitor for the project to ensure that no significant cultural deposits or human burials are impacted during construction. WestLand will provide the following services:

- Acquire an Arizona State Museum (ASM) Permit and Repository Agreement for work within an archaeological site.

WestLand Engineering & Environmental Services

EXHIBIT A

- Create a map of the construction project with all archaeological sites and historic districts.
- Provide an archaeological monitor at the Field Technician III level to coordinate all monitoring activity on the project. The monitor will work under the supervision of the senior archaeologist in the Tucson office.
- A senior archaeologist will help train and oversee anthropology students from Cochise College as part of a hands-on field training program.
- Write a monitoring report at the completion of the project.
- Respond to one round of comments from the City and ASM of the draft monitoring report.
- Produce a final monitoring report that incorporates responses to all client and ASM comments on the draft.
- Register the project with the ASM and pay all applicable fees.

The primary task of the project is to provide an archaeological monitor to monitor all ground disturbing activities within Camp Naco. The monitor will coordinate with the construction project manager to determine where and when a monitor is required and if a second monitor may be needed to meet the City's obligations. Once the project is completed, a monitoring report will be prepared and submitted to the City of Bisbee and ASM for review and comment.

COST ESTIMATE

The cost of the project set-up, monitoring activities, student training and outreach, reporting, ASM fees, and direct expenses is estimated to be \$20,797. WestLand archaeologists will provide these services on a time-and-materials basis, in accordance with WestLand's standard billing rates (attached).

It is currently estimated that an archaeological monitor will be needed for seven days and as such the proposal includes the project set up and report costs along with an estimated 7 days for one archaeological monitor, as well as one day for a senior archaeologist to help train and coordinate with Cochise College students. This information is presented in Table 1.

Table 1. Cost Summary

Task	Labor	Expenses	Total
Project Set-up, Management and Client Meetings	\$ 1,100	\$ 0	\$ 1,100
ASM Permit	\$ 273	\$ 1,392	\$ 1,665
Archaeological Monitor for 7 Days	\$ 6,122	\$ 1,385	\$ 7,507
Field Training with Cochise College Students	\$ 2,964	\$ 0	\$ 2,964
Report	\$ 7,434	\$ 127	\$ 7,561
7 Day Total			\$ 20,797

This cost estimate is based on the following assumptions:

- Monitoring methods and collections are based upon those outlined in *An Archaeological Survey and Plan for Monitoring and Discovery for Camp Naco, AZ FF:9:193 (ASM), Cochise County, Arizona* (Thiel 2024).

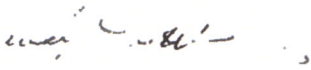
EXHIBIT A

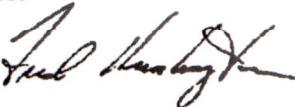
- The cost estimate does not include the removal, analysis, or repatriation of any human remains.
- The cost does not include the excavation of any significant cultural features nor the collection/curation of surface artifacts.
- The cost is based on the need for a single monitor for 7 days and a senior archaeologist for one day.
- If monitoring activities exceed 7 days, then the daily rate of that monitor will be added to the project's total cost.
- The daily cost assumes an 8-hour workday, not including travel time. If a monitor is required for less than 8 hours, they will be billed at their hourly rate of \$66.00.
- The daily rate includes all direct expenses such as travel to and from the job site.
- The City will assume liability for Cochise College students while on site.

If the proposal is acceptable, please sign and return a copy of the attached contract. A fully executed contract will be returned for your files.

Should you have any questions concerning the cost proposal or schedule, please do not hesitate to contact me at (520) 307-1851 or at jlevstik@westlandresources.com.

Respectfully,
WestLand Engineering & Environmental Services


Jennifer Levstik
Principal Investigator


Fred Huntington
Senior Technical Advisor

JL:elm
Attachments: WestLand's 2024 Billing Rates
Contract Agreement

cc: Avi Buckles, WestLand Engineering & Environmental Services