



Transmittal Sheet

Date: September 28, 2012 Zia Project No. LCE-12-046

Senders Name: Victor Gibbs

To: (Recipient's Name) _____ Phone: 575-882-6248

Company: Gadsden Independent School District

Recipient's Address 4950 McNutt Road
Sunland Park, New Mexico 88063

Attached: Report Letter
 Drawings Specifications
 CD
 Other: Proposal

Delivered Hand Delivery
Via: USPS
 FedEx
 Other _____

Transmittal For approval Approved as submitted
is noted: For you use Approved as noted
 As requested Returned for corrections
 For review and comment
 Other: _____

Remarks: Proposal for data recovery work at Desert Pride Academy in Berino,
New Mexico

Attached: Proposal

HAND DELIVERY CONFIRMATION (If Applicable)

Received by: _____ Date: _____

zia

consultants, llc

755 S. Telshor Boulevard, Suite F-201
Las Cruces, New Mexico 88001
Phone: 575.532.1526
Fax: 575.532.1587

September 28, 2012



Ralph Gallegos
Gadsden Independent School District
Office of the Purchasing Agent-
Gadsden Administration Complex
4950 McNutt Road,
Sunland Park, NM 88063
(575) 882-6248

Re: Proposal to Provide Professional Consulting Services for Cultural Properties Data Recovery Plan Development & Data Recovery of Two Archaeological Sites for a Proposed Alternative High School in Berino, Doña Ana County, New Mexico.

Zia Proposal No. P-LCS-12-046.

Dear Mr. Gallegos:

Zia Engineering & Environmental Consulting Services, LLC. (Zia) is pleased to provide this proposal to the, in response to the Gadsden Independent School District (GISD) your request for an archaeological site data recovery plan development and data recovery for a proposed alternative high school project in Berino, Doña Ana County, New Mexico. Outlined in this proposal is our understanding of the project background and scope, proposed approach, estimated fees, preliminary schedule and deliverables, and proposed contracting approach.

PROJECT BACKGROUND AND SCOPE

Zia understands that a data recovery plan and subsequent data recovery are necessary to support continued development of an alternative high school project in Berino, Doña Ana County, New Mexico. The proposed project is on land managed by the Bureau of Land Management (BLM). Funding for the project comes from the GISD, with the BLM as the lead agency.

GISD is negotiating with the Bureau of Land Management (BLM) for the purchase of 23.3 acres to build Desert Pride Academy, an alternative high school, in Berino, Doña Ana County, New Mexico. The proposed location for the school is located in a coppice dune environment immediately west of the current Berino Elementary School on Shrode Road. BLM has also reviewed GISD's information and recognized that the district must also apply for a utility easement.

In 2012, Zia completed a cultural resources survey report for the project area, and the final report has been accepted by the BLM in consultation with the New Mexico State Historic Preservation Office (SHPO) and tribal entities. During this project, two sites (LA 129488 and LA 171158) were documented, and both have been determined eligible for inclusion on the NRHP under Criterion D.

After reviewing the proposed alternative high school project and the recommended eligibility status and location of the sites, it was determined by the BLM and the SHPO that impacts to the sites will need to be mitigated through data recovery (excavation). Based on a consultation with the BLM archaeologist, the sites cannot be avoided or fenced. Mitigation efforts on the sites will require surface collection, test excavation, and backhoe trenches.

Site Background

Site LA 129488

Previously documented LA 129488 is a small prehistoric site with lithic, ceramic, and ground stone artifacts and associated fire-cracked rock features. The site measures 55 m by 63 m (0.86 acres/0.35 hectares). Two fire-cracked rock features were observed. Feature 1 is located in the central portion of the site and is mostly buried in deep sands, including seven fragments of fire-cracked limestone within a 0.5 m area. Feature 2 is on the southern portion of the site and contains approximately 50 limestone fragments in a 2 x 3 m area. The feature is scattered on the bottom of a dune blowout.

Over 100 flaked stone artifacts are present on the site. The flakes are in all stages of reduction, but the majority of the assemblage consists of late stage manufacturing, including biface reduction flakes. Materials include chert, Rancheria chert, limestone, obsidian, and chalcedony. Two cores are also present; one is limestone, the other chert. Five El Paso brownware ceramic sherds are present on the west and northwest portion of the site.

Based on the potential of the fire-cracked rock features to provide radiocarbon data and subsistence information, as well as the diverse assemblage of artifacts, the site has integrity to address research domains within the regional prehistory of southern New Mexico. Site LA 129488 has been determined eligible for inclusion in the NRHP under Criterion D, based on the features and high probability for subsurface deposits.

Site LA 171158

Site LA 171158 is a small prehistoric site with flaked stone and ceramic artifacts. The site measures 25 m by 25 m (0.15 acres/0.06 hectares) and is located on lands administered by the BLM. No features are present on the site. Approximately 20 flaked stone artifacts, including flakes in all stages of reduction, angular debris, and three cores are present on the site. Materials include chert, rhyolite, and limestone. Thirteen ceramic sherds are present, including

five Mimbres Black-on-white (Style I), one San Francisco Red, six El Paso brownware, and one Jornada Brown. No ground stone is present on the site surface, though this artifact type may be present in subsurface contexts.

Based on the diverse assemblage of artifacts present and potential for subsurface deposits, the site has integrity to address research domains within the regional prehistory of southern New Mexico. Site LA 171158 has been determined eligible for inclusion in the NRHP under Criterion D.

PROPOSED PROJECT APPROACH

Data Recovery Plan

Zia will prepare a data recovery plan for the sites LA 129488 and LA 171158 and conduct data recovery efforts to mitigate the impacts to the sites. The plan will be submitted to the BLM via GISD for approval prior to any data recovery efforts being undertaken. An Archaeological Resources Protection Act (ARPA) permit will need to be acquired prior to excavation.

The data recovery plan will include a research design on how each of the sites will be excavated to maximize the data potential. The research design will be written in accordance with BLM Manual 8100-1 encompassing proposed research goals for the sites within a research context, and will address specific research questions using current knowledge of the area and the site data. Specific methodology for fieldwork, including mapping, documentation of features, surface collection, types of excavation (hand and mechanical), samples to be taken, procedures for the discovery of any possible human burial, and monitoring during construction will be addressed. Laboratory procedures, time schedules for excavation, and personnel to be used on the project will also be addressed. The plan will detail reporting and artifact curation issues. Zia has a current curation agreement with the Museum of New Mexico.

Submittal of the mitigation plan will lead to approval from the BLM via GISD for actions that will occur on the sites. Once the mitigation plan has been approved by the BLM, the plan will be reviewed by the New Mexico SHPO. Once approved, a project specific ARPA excavation permit will be issued, and then the data recovery plan can be implemented. Implementing the data recovery plan will require fieldwork, analysis of artifacts, sample processing, and a report of findings.

Data Recovery Fieldwork

Efforts involved with this work will include a testing phase to determine the nature and extent of the sites. This work will include a combination of hand-excavated units and backhoe trenching. Fire-cracked rock features will be bisected and profiled. A geomorphologist will be hired to determine the soil strata associated with the sites. Based on the findings of the excavations, such as extensive subsurface assemblages or structural remains, additional work may be required. Per BLM regulations, the excavation activities will be limited to less than 15% of the total site area.

Sample Processing

Radiocarbon samples will be submitted for analysis to try to obtain a usage date for the site. Flotation samples will be obtained to try to get macrobotanical and pollen information from site features.

Artifact Analysis and Curation

Flaked stone, ground stone, and ceramic artifacts will be analyzed in accordance with the data recovery plan. Artifacts will be labeled and processed in accordance with the Museum of New Mexico guidelines, and submitted for curation at the end of the project. Cost for curation at the Museum of New Mexico is currently \$485 per box. It is estimated that two to three boxes will be required for this project.

Report Writing

Zia will prepare a report detailing the results of the data recovery effort. The report will be in a format and style acceptable to the BLM and will be submitted to BLM and SHPO for their review. The report will summarize the work on the site, as well as results of artifact analysis, and the results of the radiocarbon and macrobotanic/microbotanic samples. Laboratory of Anthropology site forms will be updated to include the findings of the data recovery effort.

Assumptions

The scope and budget for the development of a data recovery plan and associated fieldwork assume the following:

- Because these sites are located within deep sand sheets in the Rio Grande floodplain, additional hidden features such as pit house structures, pueblo room blocks, or other extensive living surfaces may be present. If these structures are present during data recovery, Zia reserves the right to negotiate additional funds to complete excavation of these features.
- If human remains are identified on the sites, work delays within the vicinity of the finding will occur until tribal entities are contacted by the BLM. Zia reserves the right to negotiate additional funds to complete the removal of human remains, based on BLM consultation with relevant tribes.
- Post data recovery monitoring is not included in this proposal.
- Backhoe and operator will be hired by Zia. It is estimated that two days of backhoe use will be needed at approximately \$800 per day.
- A geomorphologist will be hired to analyze soil strata and type, and will produce a report. This is estimated to cost \$1500.00 for the fieldwork and report.
- Per BLM regulations, the excavation activities will be limited to less than 15% of the total site areas for each site.

ESTIMATED PROJECT FEES

Based on the above outlined project scope, project fees have been estimated below. Fees are broken out by task and subtask. It is proposed that the data recovery effort and report be conducted on a lump sum basis. Invoicing is proposed on a four-weekly basis until completion of the project. All invoices are due and payable upon receipt. If the project scope or deliverables are modified, Zia reserves the right to renegotiate fees prior to undertaking such modifications and will not proceed with such without formal written authorization from GISD. Table 1 specifies the proposed project fees by task, but does not include applicable New Mexico Gross Receipts Tax for the project.

**Table 1: Summary of Proposed Project Fees for Alternative High School Project
 Archaeological Sites Data Recovery Plan & Data Recovery,
 In Berino, Dona Ana County, New Mexico**

WORK SCOPE ACTIVITY	PROPOSED FEES
Development and Approval of Data Recovery Plan	\$4,000
Data Recovery Fieldwork, including geomorphologist and backhoe trenching	\$ 22,000
Data Recovery Report	\$15,000
Sample Processing (radiocarbon, macrobotanical)	\$3,200
Artifact analysis and Curation	\$4,000
Project Total	\$48,200

PRELIMINARY PROJECT SCHEDULE AND PROJECT DELIVERABLES

Based on the above outlined tasks, Zia estimates that not more than 30 working days will be required for initiation of the plan development following receipt of a signed Notice to Proceed from GISD.

Zia will provide to GISD and the BLM a copy of the data recovery plan for review and comment. Modifications to the draft plan resulting from GISD and the BLM review will be incorporated into the final document within a period of ten (10) working days following receipt of the comments. The final documents will be submitted to the BLM for review and after review to the SHPO in both hardcopy (five copies) and electronic format (one copy). Final approval of the mitigation plan by the BLM will permit Zia to begin the data recovery fieldwork effort.

When data recovery is completed, project construction can begin. If required, Zia can provide archaeological monitoring to ascertain that additional and unexpected cultural materials are not impacted. Archaeological monitoring is not part of this proposal, but can be worked out on a time and materials contract, should the need arise. Should conditions be encountered which necessitate a revision to this schedule, Zia will inform GISD and negotiate a modification.

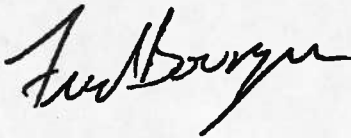
AUTHORIZATION

Our Terms and Conditions are considered a part of this proposal and have been attached for your review. To authorize us to proceed with the proposed services please indicate by signing below and returning one executed copy of this agreement to us or provide us with a contract for our execution. Acceptance of our proposal will be considered permission to begin work. Work on this project will commence within not more than 20 working days of receipt of your notice to proceed.

We appreciate the opportunity of submitting this proposal to GISD. Should you have questions regarding this proposal or should modification to our scope or assumptions be necessary, please contact the undersigned at (575) 532-1526. We appreciate your consideration of Zia for this work, and look forward to working as your engineering and environmental consultant on this and future projects.

Sincerely,

ZIA ENGINEERING & ENVIRONMENTAL CONSULTANTS, LLC



Fred Bourger,
Vice President

Attachment: Standard Terms and Conditions

NOTICE TO PROCEED

**Proposal to Provide Professional Consulting Services for
Cultural Properties Data Recovery Plan Development & Data Recovery for
Proposed Alternative High School in Berino, Doña Ana County, New Mexico.
Zia Proposal No. P-LCS-12-046.**

The above proposal and related assumptions and terms are understood and accepted.

BY: _____ FOR: _____
(Signature) Gadsden Independent School District

NAME: _____ DATE: _____

Zia Engineering & Environmental Consultants, LLC.
Terms And Conditions
(included as attachment to formal written proposal)

ARTICLE I - SCOPE OF SERVICES, ESTIMATED TIME SCHEDULE, AND ESTIMATED CHARGES: The Scope of Services (hereinafter "Services"), the Estimated Time Schedule, and the Estimated Charges for each project will be set forth in written proposals submitted by ZIA to Client which will be attached hereto and incorporated by reference herein. The terms and conditions of this Agreement shall apply to each submitted proposal except to the extent expressly modified by the proposal. Where charges are "not to exceed" a specified sum, ZIA shall notify Client before such sum is exceeded and shall not continue to provide the Services beyond such sum unless Client authorized an increase in the sum. Initiation of Services by ZIA pursuant to this proposal will constitute incorporation of these terms and conditions.

ARTICLE II - ACCESS TO SITES, PERMITS, APPROVALS AND SUBMITTAL OF INFORMATION: Unless otherwise stated, the Client will furnish ZIA with the right-of-access to the site for performance of the Services. While ZIA will take reasonable precautions to minimize damages to the property, it is understood by the Client that in the normal course of work some damage may occur, the restoration of which is not part of this agreement. Unless otherwise agreed, the Client will secure all necessary approvals, permits, licenses and consents necessary to performance of the Services hereunder.

Client shall provide ZIA, in writing, all criteria, design and construction standards, and all other information relating to Client's requirements for a project. Client shall give ZIA prompt written notice of any suspected deficiency in the Services. Client, with reasonable promptness, shall provide required reviews, approvals and decisions.

ARTICLE III - UTILITIES: In performance of its work, ZIA will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold ZIA harmless and indemnify ZIA for any claims, payments or other liability, including costs and attorney fees, incurred by ZIA for any damages to subterranean structures or utilities which are not called to ZIA's attention and correctly shown on plans provided to ZIA prior to work commencing.

ARTICLE IV - HAZARDOUS MATERIALS: It shall be the duty of the owner, the Client, or their representative to advise ZIA of any known or suspected hazardous substances which are or may be related to the service provided; such hazardous substances include but are not limited to by-products, wastes or samples of the foregoing which ZIA may be provided or obtain performing its Services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by ZIA employees, agents or subcontractors.

If ZIA observes or suspects the existence of unanticipated hazardous materials during the course of providing Services, ZIA may at its option, cease work on the project and notify Client of the condition. Services will be resumed only after a renegotiation of scope of Services and fees. In the event that such renegotiation cannot occur to the satisfaction of ZIA, ZIA may at its option terminate this contract.

ARTICLE V - DISPOSAL OF HAZARDOUS MATERIALS AND CONTAMINATED MATERIALS:

ZIA does not create, generate or at any time own or take possession or ownership of or arrange for transport, disposal or treatment of hazardous materials as a result of its Services. To the extent that the Client insists upon the signing of manifests for the disposal of hazardous substances by ZIA's agents or employees, such signing shall be as Client's agent so that ZIA will not be considered to be a generator, arranger, transporter or disposer of such substances and Client shall indemnify ZIA, its agents and employees against any claim, liability or loss resulting from such signing.

All hazardous materials, including but not limited to samples, drilling fluids, decontamination fluids, development fluids, soil cuttings and tailings, used disposable protective gear and equipment, and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of the Client. The Client shall purchase all such equipment and it shall be turned over to the Client for proper disposal unless prior contractual arrangements are made.

ARTICLE VI - INVOICES: ZIA will submit invoices to the Client monthly with a final invoice upon completion of Services. Payment is due upon presentation of invoice by ZIA and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month for any amount not paid within sixty (60) days on past due accounts, but not exceeding the maximum rate allowed by law. Where specifically agreed to in writing by ZIA, the Client shall pay each invoice within fifteen (15) days of receipt of payment from owner, but in any case, Client shall pay for Services by ZIA within 90 days from the date of invoice. If Client objects to all or any portion of any invoice, Client shall notify ZIA of the objection within fifteen (15) days from date of invoice, give reasons for the objection and pay that portion of the invoice not in dispute.

Client shall reimburse ZIA for any sales, use and value-added taxes that apply to the Services. Client shall reimburse ZIA for the amount of each taxes in addition to the compensation due for the Services.

Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by ZIA relating to collection procedures on overdue accounts. If payment of ZIA invoices is not maintained on a ninety (90) day current basis, ZIA may, by ten (10) days written notice to Client, suspend further performance and withhold and all data from Client until such invoice payments are restored to a current basis. Failure of Client to abide by provisions of this section will be considered grounds for termination of this agreement by ZIA.

ARTICLE VII - OWNERSHIP OF DOCUMENTS: All reports, logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by ZIA as instruments of service, shall remain the property of ZIA and may not be used by the Client for other than that agreed by this Agreement unless there are other contractual agreements.

ARTICLE VIII - CONFIDENTIALITY: ZIA, upon Client's request, shall hold confidential all business or technical information obtained from Client or his affiliates or generated in the performance of service under this agreement and identified in writing by Client as "confidential". ZIA shall not disclose such information without Client's consent except to the extent required for, 1) Performance of Services under this agreement; 2) Compliance with professional or ethical standards of conduct for preservation of public safety, health, and welfare; 3) Compliance with any court order or other governmental directive and/or; 4) Protection of ZIA against claims or liabilities arising from performance of Services under this agreement. ZIA's obligation hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

ARTICLE IX - STANDARD OF CARE: Services performed by ZIA under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by the members of the profession practicing under similar conditions in the same locale. No other warranty, expressed or implied, is made or intended by the proposal for the consulting Services or by furnishing oral or written reports of the findings made.

ARTICLE X - SAFETY: ZIA has standard safety policy procedures for its personnel when providing Services at a project site. ZIA is not responsible or liable for injuries or damage incurred by third parties who are not employees of ZIA. It is understood that ZIA will not be responsible for job site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

ARTICLE XI - SUBPOENAS: The Client is responsible, after notification, for payment of time charges and expenses resulting from the required response by ZIA to subpoenas issued by any party other than ZIA in conjunction with work performed under this contract. Charges are based on the fee schedules in effect at the time the subpoena is served.

ARTICLE XII - LIMITATION OF LIABILITY: The Client agrees to limit ZIA's liability to the owner and all contractors and subcontractors on the project arising from ZIA's professional acts, errors, or omissions or breach of contract or other cause of action, such that the total aggregate liability of ZIA to all those named shall not exceed \$50,000 or ZIA's total fee for the Services rendered on this project, whichever is greater, and the Client hereby releases ZIA from any liability above such amount. The Client further agrees to require of the contractor and his subcontractors an identical limitation of ZIA's liability for damages suffered by the contractor or the subcontractor arising from ZIA's performance of Services.

ARTICLE XIII - INSURANCE: ZIA carries worker's compensation and employer's liability insurance and has coverage under public liability and property damage insurance policies. Certificates for all such policies of insurance will be provided to Client upon request. Within the limits of such insurance, ZIA agrees to indemnify and save Client harmless from and against any loss, damage, injury, or liability arising from any negligent acts of ZIA, its employees, agents, subcontractors and their employees and agents. ZIA shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. ZIA shall not be responsible for any loss, damage or liability arising from any acts by a Client, its agents, staff, consultants employed by others, or other third parties who are not employed of ZIA.

ARTICLE XIV - INDEMNITY: The Client shall to the fullest extent permitted by law, indemnify and hold harmless ZIA, its agents, officers, directors and employees from any claim, liability, damage or defense cost, including but not limited to reasonable attorney fees and other incidental costs for injury or loss sustained by any party from such exposure allegedly arising out of or related to ZIA's performance of Services hereunder excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of ZIA. Client and ZIA agree that they will not be liable to each other, under any circumstances for the special, consequential or punitive damages arising out of or related to this Contract.

ARTICLE XV - FIELD OBSERVATION SERVICES: If ZIA is retained by Client to provide a site representative for the purpose of observing specific portions of the work or other field activities as set forth in the proposal, then this section applies. For the specified assignment, ZIA will report test results, observations and professional opinions to Client.

The presence of ZIA field representatives will be for the purpose of providing field observation. Our work does not include supervision or direction of the actual work of the Contractor, his employees or agents. The Contractor for this project should be so advised. The Contractor should also be informed that neither the presence of our field representative nor the testing and observation by our firm shall excuse him in any way for the defects discovered in his work.

The term "observation" implies that we would observe the progress of the work we have agreed to be involved with and perform tests from which to develop an opinion as to whether the work essentially complies with the job requirements.

ARTICLE XVI - SEVERABILITY: If any of the provisions contained in this agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.

ARTICLE XVII - TERMINATION: This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, ZIA shall be paid for Services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of ZIA required to complete analysis and records necessary to complete its files and may also include a report on the Services performed to the date of notice of termination or suspension and reasonable costs for copying and transferring of files.

ARTICLE XVIII - ASSIGNS: Neither the Client nor ZIA may delegate, assign, sub-write or transfer its duties or interests in this agreement without the written consent of the other party.

ARTICLE XIX - DISPUTE RESOLUTION: Any claims or disputes made during design, construction or post-construction between the Client and ZIA shall be submitted to non-binding mediation. The Client and ZIA agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.