

## AGENDA

AGENDA OF THE SPECIAL SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA TO BE HELD ON MONDAY, MAY 10, 2010, AT 5:45 PM IN THE BISBEE MUNICIPAL BUILDING, 118 ARIZONA STREET, BISBEE, ARIZONA.

THE MEETING CALLED TO ORDER BY \_\_\_\_\_ AT \_\_\_\_\_ PM.

### ROLL CALL

#### COUNCIL

Councilmember Boyd Nicholl, Ward I

Councilmember Bennie Scott, Ward III

Councilmember Luche Giacomino, Ward II

Mayor W.J. "Jack" Porter

Councilmember Anna Cline, Ward III

Councilmember Raymond Rodgers, Ward II, Mayor Pro Tempore

Councilmember Kenneth "Ken" Budge, Ward I                      Excused

#### STAFF

Stephen J. Pauken, City Manager

Gloria P. Gonzalez, Interim City Clerk

Dee L. Flanagan, Finance Director

John Charley, Community Development Director

Jim Elkins, Chief of Police

Jack Earnest, Fire Chief

Jennifer L. Graeme, Personnel Director

Russ McConnell, Public Works Director

Peg White, Library Director

#### CITY ATTORNEY

Mark J. Langlitz

THE FOLLOWING ITEMS WILL BE DISCUSSED, CONSIDERED AND/OR DECIDED UPON AT THIS MEETING:

1. DISCUSSION AND POSSIBLE APPROVAL OF THE FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH ARMSTRONG CONSULTANTS, INC. FOR CONSULTING SERVICES IN CONNECTION WITH THE PURCHASE OF EQUIPMENT FOR THE BISBEE MUNICIPAL AIRPORT UNDER THE FEDERAL AVIATION ADMINISTRATION ENTITLEMENT PROGRAM, AND TRANSFER FUNDS FROM THE ARIZONA STREET PROJECT TO THE FAA ENTITLEMENT PROJECT FOR THIS YEAR.
2. DISCUSSION AND POSSIBLE APPROVAL OF ENTERING INTO A CONTRACT WITH ARIZONA LAND SPECIALIST, INC. IN THE AMOUNT OF \$9,900.00 FOR SURVEY WORK FOR THE HEREFORD ROAD SEWER PROJECT AND TO TRANSFER FUNDS FROM CIP TO PUBLIC WORKS GRANT FOR THIS PORTION OF THE PROJECT.

### ADJOURNMENT

Anyone needing special accommodation to attend this meeting should contact Gloria Gonzalez at (520) 432-6012 at least twenty-four hours before the meeting.



AGENDA ITEM NUMBER 1

**REQUEST FOR COUNCIL ACTION**

<b>DATE SUBMITTED:</b> 05/03/10	<b>TYPE OF ACTION:</b> <input type="checkbox"/> RESOLUTION	<b>SUBJECT:</b> DISCUSSION AND POSSIBLE APPROVAL OF THE FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH ARMSTRONG CONSULTANTS, INC. FOR CONSULTING SERVICES IN CONNECTION WITH THE PURCHASE OF EQUIPMENT FOR THE BISBEE MUNICIPAL AIRPORT UNDER THE FEDERAL AVIATION ADMINISTRATION ENTITLEMENT PROGRAM, AND TRANSFER FUNDS FROM THE ARIZONA STREET PROJECT TO THE FAA ENTITLEMENT PROJECT FOR THIS YEAR.
<b>DATE ACTION REQUESTED:</b> 05/10/10	<input type="checkbox"/> ORDINANCE	
<input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> CONSENT	<input checked="" type="checkbox"/> FORMAL ACTION  <input type="checkbox"/> OTHER:	

**TO:** Mayor and Council

**FROM:** Russell McConnell, Public Works Director

**RECOMMENDATION:** Approve

**PROPOSED MOTION:** I move to approve the First Amendment to Professional Services Agreement with Armstrong Consultants Inc., for consulting services in connection with the purchase of equipment for the Bisbee Municipal Airport under the Federal Aviation Administration Entitlement Program, and transfer funds from the Arizona Street Project to the FAA Entitlement Project for this year.

**DISCUSSION:** Armstrong Engineering is the Council approved consultant for the Bisbee Municipal Airport. The City of Bisbee is eligible for Entitlement Grant Funds from the Federal Aviation Administration (FAA) and Armstrong Engineering has secured the funds for the purchase of a mower tractor, power broom, and fuel card reader for the airport under this grant program. The total cost of the consulting services by Armstrong Engineering is \$37,500.00. The FAA will pay for 95% of that cost or \$35,625.00. The City will be responsible for 5% of the cost or \$1,875.00, and the equipment costs will not be known until after the receipt of the bids. At a future date, the State of Arizona Department of Transportation Aeronautical Division may reimburse the City for 2.5% of the total cost or \$937.50.

**FISCAL IMPACT:** \$37,500.00

**DEPARTMENT LINE ITEM ACCOUNT:** 18-40-22519

**BALANCE IN LINE ITEM IF APPROVED:** \$0

Prepared by: Russell McConnell  
Russell McConnell, Public Works Dir.

Reviewed by: Stephen J. Pauken  
Stephen J. Pauken, City Manager

**FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF BISBEE  
AND  
ARMSTRONG CONSULTANTS, INC.**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is made as of May 10, 2010, between the City of Bisbee, an Arizona municipal corporation (the "Owner") and ARMSTRONG CONSULTANTS, INC., a Colorado corporation (the "Engineer").

**RECITALS**

A. The Owner and the Engineer entered into a Professional Services Agreement dated February 19, 2009 for engineering services for the Bisbee Municipal Airport (the "Agreement").

B. The Owner and the Engineer desire to amend the Agreement to provide for additional engineering services as set forth in the attached Attachment B to the Agreement and this First Amendment.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Engineer hereby agree to amend the Agreement as follows:

1. Additional Engineering Services. Engineer shall provide the additional engineering services set forth in Attachment B to the Agreement attached hereto and made a part hereof.

2. Compensation. Engineer shall be paid an amount not to exceed \$37,500.00 for the additional engineering services as set forth in the attached Attachment B to the Agreement.

3. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Engineer and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Engineer's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of the Agreement, as amended, and may result in the termination of the Agreement and this First Amendment by the Owner.

4. Scrutinized Business Operations. To the extent applicable under ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Engineer certifies that it does not have scrutinized

business operations in Sudan or Iran. For the purpose of this subsection the term “scrutinized business operations” shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the Owner determines that the Engineer submitted a false certification, the Owner may impose remedies as provided by law including terminating the Agreement and this First Amendment.

5. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

6. Non-Default. By executing this First Amendment, the Engineer affirmatively asserts that the Owner is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement.

7. Conflict of Interest. This First Amendment and the Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date and year first set forth above.

**“Owner”**

**“Engineer”**

CITY OF BISBEE, an Arizona  
municipal corporation

ARMSTRONG CONSULTANTS, INC.,  
a Colorado corporation

\_\_\_\_\_  
W.J. Porter, Mayor

By: \_\_\_\_\_

**ATTEST:**

Name: Keith E. Koler

\_\_\_\_\_  
Gloria P. Gonzalez, Interim City Clerk

Title: President

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Mark J. Langlitz, City Attorney

**ATTACHMENT B TO AGREEMENT BETWEEN OWNER  
AND ENGINEER FOR PROFESSIONAL SERVICES,  
DATED MAY 10, 2010  
AIP PROJECT # 3-32-0009-08**

**FURTHER DESCRIPTION OF PROFESSIONAL SERVICES**

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on February 19, 2009 between the **CITY OF BISBEE, ARIZONA (Owner)** and **ARMSTRONG CONSULTANTS, INC., (Engineer)** providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

2. **WORK PROGRAM** - Attached
3. **FEES** - The fees will be as noted below. (All lump sums)

**Project #1 – Multiuse Tractor & Attachments**  
**Project #2 – Self-contained Sweeper**  
**Project #3 – Fuel Card Reader**

Phases 1, 2, 3 & 4                      \$37,500

**OWNER:**  
**CITY OF BISBEE, ARIZONA**

**ENGINEER:**  
**ARMSTRONG CONSULTANTS, INC.**

By \_\_\_\_\_  
Russell McConnell, Public Works Director

By \_\_\_\_\_  
Keith E. Koler, President

**SCOPE OF WORK**  
**MULTIUSE TRACTOR & ATTACHMENTS**  
**SELF-CONTAINED SWEEPER & FUEL CARD READER**  
**BISBEE MUNICIPAL AIRPORT**  
**AIP PROJECT # 3-32-0009-08**

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This project consists of:

**Project #1 – Multiuse Tractor & Attachments**

This project will acquire multi-use equipment for the airport including a medium-sized tractor with loader, backhoe, rear blade and rotary cutter.

Estimated Equipment Costs are: \$100,000

**Project #2 – Self-contained Sweeper**

This project will acquire FOD removal equipment for the airport, more specifically a self-contained sweeper.

Estimated Equipment Costs are: \$45,000

**Project #3 – Fuel Card Reader**

This project will acquire a fuel card reader for an existing fuel system.

Estimated Equipment Costs are: \$15,000

Estimated Construction Period: 14 Calendar days\*

\*The fee for the Phase 4 services may be renegotiated if the contract construction period changes.

## **PHASE 1 - PRELIMINARY DESIGN**

The preliminary design phase is intended to identify and evaluate alternatives to assure cost effective and practical solutions for the work items are identified. The designer will evaluate alternatives through contacts with local authorities and review of existing documents, field investigations and a practical design approach. The design will take advantage of local knowledge and experience and utilize expertise from recent construction projects to design a cost-effective project and ensure competitive construction bids.

Activities include:

1. Attend scoping meeting either in person or via telephone.
2. Prepare project scope of work and fee estimate worksheets.
3. Coordinate with Owner, FAA, State Aeronautics and local users to minimize impacts in day-to-day operations.
4. Prepare preliminary cost estimates and schematic design for each element of the project.
5. Assist the Owner with preparation of the FAA and State Aeronautics grant application process.

## **PHASE 2 - ENGINEERING PHASE ACTIVITIES**

1. Review the existing fuel facilities, evaluate local conditions, inventory local suppliers, sources and capabilities.
2. Complete design and strategize bidding procedures and alternatives to assure competitive bidding.
3. Prepare preliminary contract documents. The Engineer will prepare the preliminary contract documents including invitation for bids, instruction to bidders, proposal, equal employment opportunity clauses, construction contract agreement, performance bond, payment bond, general and special provisions. Preparation will include establishing the location for the bid opening, dates for advertisement and description of the work schedule. Preliminary contract documents will be prepared as early as possible during the design phase and submitted to the Owner for review by the Owner's attorney.
4. Prepare preliminary technical specifications. The Engineer will assemble the

technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items or material that is not covered by the FAA and NFPA specifications.

The technical specifications will include but not be limited to the following items:

Item Special-TM	Tractor and Equipment
Item Special-SCS	Self-contained Sweeper
Item Special-14	Fuel System Equipment

5. Provide review sets of documents for the Owner, FAA, and ADOT. Provide ADOT Aeronautics Group with 30% review documents.

6. Solicit comments on preliminary design from the Owner, FAA, and ADOT.

### **PHASE 3 - FINAL DESIGN**

This phase will include assisting the Owner with the advertisement for bids and general completion of the final contract documents for the project. The following outline describes in greater detail the tasks and products.

1. Incorporate preliminary design comments and respond as necessary to requests for additional information.
2. Provide final specifications and detailed cost estimates for the project.
3. Develop specifications using appropriate FAA Advisory Circulars.
4. Solicit final Owner, FAA, and ADOT review and approval.
5. Provide sets of contract documents.
6. Assist the Owner with advertising and interpretation of project requirements.
7. Assist the Owner with preparation of the FAA and ADOT grant applications.
8. Provide technical assistance and recommendations to the Airport.
9. Assist with pre-bid conference and bid opening. Issue addenda, prepare a bid tabulation, and make recommendations for award.
10. Assist in award notification to successful bidder and notify and return bid bonds to the unsuccessful bidders.

The design schedule is anticipated to be as follows:

Consultant Contract Execution –	02/19/2010
Fees Approval –	03/05/2010
Start Design –	03/08/2010
Complete Design, Submit for Review –	04/30/2010
Advertise for Bids –	05/23/2010
Open Bids –	06/23/2010
Prepare Award Memo –	06/29/2010
Award Contract -	TBD

#### **PHASE 4 - CONSTRUCTION SERVICES**

During this phase of the project, the designer will assist the Airport to monitor and document progress for quality and cost control. Review contractor payment requests, continually inform the Owner of project progress and problems, complete the test summary, conduct the final project inspection and complete the final project report.

#### **ACTIVITIES**

1. Review bonds, insurance certificates, schedules, etc.
2. Provide review of submittals and shop drawings.
3. Prepare change orders and supplemental agreements, if required.
4. Prepare and confirm monthly payment requests.
5. Conduct a final project inspection with the Owner, FAA, ADOT and the contractor.
6. Prepare the final project report.



AGENDA ITEM NUMBER 2

**REQUEST FOR COUNCIL ACTION**

<b>DATE SUBMITTED:</b> May 3, 2010	<b>TYPE OF ACTION:</b>  ___ RESOLUTION  ___ ORDINANCE  <u>X</u> FORMAL ACTION  ___ OTHER:	<b>SUBJECT:</b> DISCUSSION AND POSSIBLE APPROVAL OF ENTERING INTO A CONTRACT WITH ARIZONA LAND SPECIALISTS, INC. IN THE AMOUNT OF \$9,900.00 FOR SURVEY WORK FOR THE HEREFORD ROAD SEWER PROJECT AND TO TRANSFER FUNDS FROM CIP TO PUBLIC WORKS GRANTS FOR THIS PORTION OF THE PROJECT.
<b>DATE ACTION REQUESTED:</b> May 10, 2010		
<u>X</u> REGULAR ___ CONSENT		

<b>TO:</b> Mayor and Council
<b>FROM:</b> Russell McConnell, Public Works Director
<b>RECOMMENDATION:</b> Approve
<b>PROPOSED MOTION:</b> I move to approve entering into a contract with Arizona Land Specialists, Inc. in the amount of \$9,900.00 for survey work for the Hereford Road Sewer Project and to transfer funds from CIP to Public Works Grants for this portion of the Project.

**DISCUSSION:**  
As part of the settlement agreement with Brown and Caldwell over Wastewater Project issues, Brown and Caldwell is to design a sewer expansion project in the Mira Monte Subdivision. This area is bounded by Naco Highway on the east, Boras St. on the west, Wolverine St. on the north and Hereford Road on the south. The City of Bisbee is responsible for the completion of the survey and geo-technical investigations, and the funding for those items will come from the financial portion of the Brown and Caldwell settlement agreement.

<b>FISCAL IMPACT:</b> \$9,900.00
<b>DEPARTMENT LINE ITEM ACCOUNT:</b> 57-40-22509
<b>BALANCE IN LINE ITEM IF APPROVED:</b>

Prepared by:  
  
Russell McConnell, Public Works Director

Reviewed by:  
  
Stephen J. Pauken, City Manager

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF BISBEE  
AND  
ARIZONA LAND SPECIALISTS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of May 10, 2010, between the City of Bisbee, an Arizona municipal corporation (the "City") and ARIZONA LAND SPECIALISTS, INC., an Arizona corporation (the "Consultant").

RECITALS

A. The City requested a proposal from the Consultant for professional surveying services in connection with the City's Hereford Road Sewer Project (the "Services").

B. The Consultant submitted a proposal and the City desires to enter into an Agreement with the Consultant for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect for a period of ninety (90) days.

2. Scope of Work. Consultant shall provide the Services as set forth in the Consultant's Proposal, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The City shall pay Consultant a price not to exceed \$9,900.00 for the Services as set forth in the attached Exhibit A.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are

not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications. If deemed qualified, the Consultant is encouraged to hire City residents to fill vacant positions at all levels.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect

Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

g. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

h. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

i. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages,

conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a “claims made” basis, coverage shall extend for two years past completion of the Services and the City’s acceptance of the Consultant’s work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant’s responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant’s insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

## 11.2 Required Insurance Coverage.

a. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$250,000 for each occurrence, \$250,000 Products and Completed Operations Annual Aggregate and a \$250,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$250,000 each occurrence on Consultant’s owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$250,000 each claim and \$250,000 annual aggregate. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the Services, and the Consultant shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

d. Workers’ Compensation Insurance. Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$250,000 for each accident, \$250,000 disease for each employee and \$250,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially change without 30 days' prior written notice to the City.

12. Applicable Law; Venue. In the performance of this Agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Bisbee, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Consultant fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Consultant shall be relieved of any subsequent obligation under this Agreement.

14. Miscellaneous.

14.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed scope of work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration ("OSHA") standards.

14.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

14.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

a. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

b. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts Consultant owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the City:	City of Bisbee 118 Arizona Street Bisbee, Arizona 85603 Facsimile: (520) 432-6069 Attn: City Manager
With copy to:	Mark J. Langlitz, Esq. City Attorney 118 Arizona Street Bisbee, Arizona 85603 Facsimile: (520) 432-6069
If to Consultant:	Arizona Land Specialists, Inc. 1403 Highway 92 Bisbee, Arizona 85603 Facsimile: (520) 432-2414 Attn: Thomas S. Marr, Project Manager

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above

governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.16 Records and Audit Rights. Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.17 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (a) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (b) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business

operations” shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Consultant submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 13.2 above.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the Agreement, the Scope of Work, the Fee Proposal, the RFP and the Consultant’s Proposal, the documents shall govern in the order listed herein.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

**“City”**

CITY OF BISBEE, an Arizona  
municipal corporation

\_\_\_\_\_  
W. J. Porter, Mayor

ATTEST:

\_\_\_\_\_  
Gloria P. Gonzalez, Interim City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Mark J. Langlitz, City Attorney

**“Consultant”**

ARIZONA LAND SPECIALISTS, INC.,  
an Arizona corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF BISBEE  
AND  
ARIZONA LAND SPECIALISTS, INC.**

**[Consultant Proposal]**

**See following pages.**



**ARIZONA LAND SPECIALISTS, INC.**  
Planning ~ Surveying ~ Development Consulting

1403 Highway 92, Bisbee, Arizona 85603 Ph. (520) 432-4800 ~ Fax (520) 432-2414

April 13, 2010

Purchasing Manager  
City of Bisbee  
Bisbee, AZ 85603

Re: Aerial Topographic Survey

Arizona Land Specialists, Inc. is pleased to have the opportunity to fulfill your Professional Surveying needs. Based upon the information you provided and our research, our scope of services for the Aerial Topographic Survey located along the requested easements and right-of-ways in the San Jose area of Bisbee are as follows:

**The following costs are based on an area five feet each side of the easements and right-of-ways as shown on the attached map and by the Scope of Work as defined in attached EXHIBIT A.**

***Arizona Land Specialists will perform this work with aerial topography for a cost of \$9,900.00.***

**Payment of costs for aerial work will be due upon delivery of mapping from Aerial Company.**  
**See attached aerial costs.**

Once again, thank you for considering Arizona Land Specialists, Inc. for your Professional Surveying needs. Please feel free to call if you have any questions regarding this proposal.

Thomas S. Marr  
Project Manager  
Arizona Land Specialists, Inc.  
1403 Highway 92  
Bisbee, AZ 85603  
Phone: 520-432-4800  
Fax: 520-432-2414  
[tmarr@arizonalandspecialists.com](mailto:tmarr@arizonalandspecialists.com)

Proposal Acceptance:

1. Payment will be as agreed to in our Contract for Services.
2. We are responsible only for professional services as above. These services do not include title searches, clouds on titles, recordation, etc.
3. This proposal valid for 60 days from the above date.

Your signature below represents an agreement of this proposal and the terms within as well as notice for us to proceed on the services described above.

---

**Signature of Client or Authorized Agent**

**Date**

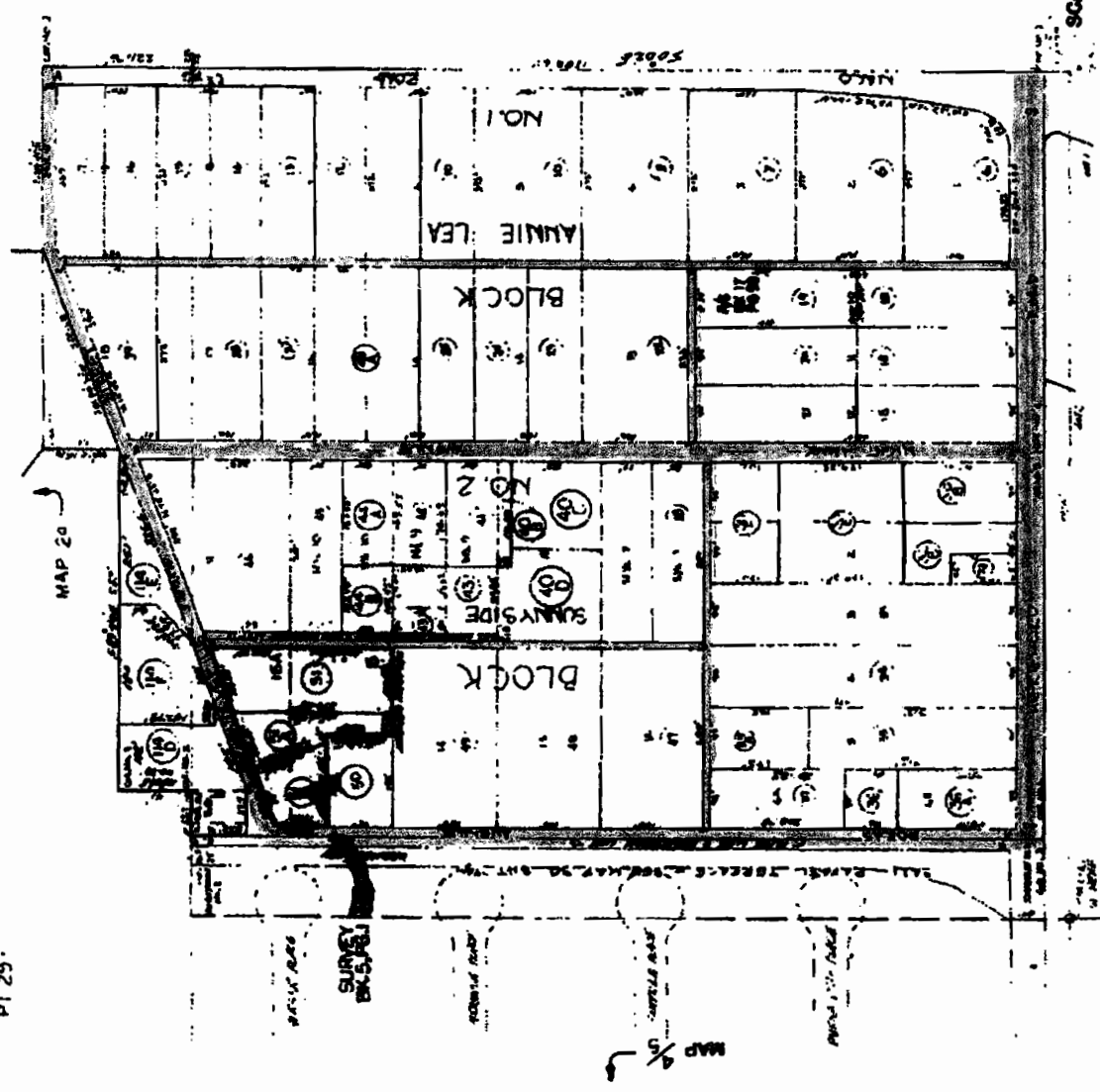
SEC. 22 NE 1/4  
PT 29.

TN. 23

RG. 24

BOOK 102  
MAP 30 3/4

KEY MAP 1



SCALE 1" = 150'

MIRA MONTE ACRES SUB.

MAP 31 1/2

COUNTY ASSESSOR'S MAP

THIS MAP IS SUBJECT TO ALL RECORDS AND RECORDS OF RECORDS IN THE OFFICE OF THE COUNTY ASSESSOR.

## **EXHIBIT A**

### **SCOPE OF WORK**

The City of Bisbee requests that Surveyor provides professional services to perform all land survey work associated with this project. The scope of services shall consist of the following. The project location is in the City of Bisbee, Arizona.

### **SURVEYING AND MAPPING**

#### **General Description**

Aerial Topographic Survey and Mapping to City of Bisbee and Brown and Caldwell standards. All work shall be in accordance with this Scope of Work and shall be conducted within the City of Bisbee's right-of-way boundaries and a distance of 5-feet outside each boundary for the entire width of the highlighted areas on the attached drawing.

#### **Detailed Task Description**

##### **Task 1 - Mapping and Culture**

1. Provide a complete base map in AutoCAD Release 2008 format. All layering will be per a .DWT file provided by the City of Bisbee or Brown and Caldwell. If the .DWT file is not provided, all layering will be per Arizona Land Specialists. All graphic representation shall be defined by color. The existing topographic base map shall be produced so that the image is screened when plotted. No elements shall be created or placed in layer zero. All colors and linetypes shall be identified by layer. The base map shall be created in decimal units where 1 unit = 1 foot.
2. The base map shall delineate right-of-ways, easements with docket and page, property boundaries and center lines and include, but not be limited to curb, gutters, sidewalks, utility vaults, manholes, cleanouts, headwalls, valves, utility boxes, poles, communication lines, trees, fences, mail boxes, etc. The existing base shall include ALL existing utilities. Surveyor shall provide all inverts of utilities accessible (i.e., sewer manholes, vaults, storm drains, culverts, etc).
3. The aerial topographic survey for the project will show contours at 1-foot intervals with error not to exceed ½-contour interval. The aerial topographic survey shall include at a minimum the full width plus 5-feet each side of the right-of-way and easements within the project boundaries shown on the attached drawing. The aerial topographic survey will include a minimum of 5 flight targets or more as necessary to obtain accurate topography. Spot elevations at the

centerline of the road and along the entire base map shall be performed at 50-foot intervals to verify the aerial topographic survey.

4. Provide spot elevations with all text oriented with north to the right. All text shall be an Arial font. All fonts shown shall be legible when plotted at 1" = 40'.
  - a) Linetype fonts = 3.2
  - b) Street Names = 5.6
  - c) All other fonts = 4.8

## **Task 2 – Horizontal and Vertical Field Survey**

1. The base map shall use a Global Coordinate System datum in the state plane coordinate system. Surveyor shall provide Control in NAD 1983 for the Horizontal reference and NAVD-88 for the vertical reference.
  - a) After determination of alignment of the existing sewer along Hereford Road, establish and describe a survey control centerline with horizontal control points at a maximum of 100-foot intervals tied to existing survey monuments and reference points. Prepare a schedule of control points along the control line, identifying the point by type, and providing stations and elevations of each point.
  - b) Establish horizontal control ties to existing visible and buried utilities within the survey corridor. Contact the City of Bisbee a minimum of 1-week prior to survey to allow the City of Bisbee time to call in Blue-Stake prior to the start of the survey. Verify with the City of Bisbee that locating by all utilities has been completed prior to starting survey.
  - c) Establish horizontal ties to right-of-way lines. Determine stations of all street intersections along the control line.
2. Perform field survey as required to establish and verify the horizontal location and invert elevations of all existing manholes along Hereford Road.
3. Bench Circuit/Vertical Control
  - a) Perform a bench circuit survey along the project route from established City of Bisbee datum. Establish and define benchmarks at maximum intervals of 500 feet as vertical control points. Provide a clear description of each control point on a control point schedule giving number, description, elevation, and where applicable, reference as City of Bisbee or other bench mark. Permanent

benchmarks are to be constructed with 1/2" (or 5/8") x 18" rebar with a 2" (or 1-1/2") diameter aluminum cap stamped with the easement description.

- b) Determine elevations of culverts, sewer manhole rims and flow lines, storm drain catch basins and flow lines, curbs, hydrants, and other relevant structures or features. Verify diameters of existing pipelines and dimensions of culverts.
4. Furnish two copies of vertical and horizontal control field notes (or electronic raw data) and calculations and professionally sealed survey control drawings with basis of bearing and elevation, vertical and horizontal control in a 1" = 40' scale. In addition, all survey information will be provided electronically in AutoCAD Release 2008 format.

### **Task 3.0 – Utility Coordination**

Utility coordination entails location and identification of all facilities and/or utilities in the survey corridor described in Task 1. Also included is all coordination with utilities and/or facility owners throughout the design process. The scope of work to be provided under Task 3.0 shall be as follows:

1. Coordination with all utilities, including, but not limited to, gas, water, storm sewer, telephone, electric, traffic, roads, sanitary sewer, and irrigation districts as may be necessary to locate all above and below ground facilities in the survey corridor as set forth in Task 1.
2. Obtain and submit one copy of the utilities and quarter section maps, which show the aforementioned facilities to Brown and Caldwell.
3. After all utilities are on the basemaps, the Surveyor shall forward said basemaps to the appropriate agency to obtain concurrence that the utility information shown on the basemaps are complete and accurate only if it is determined that Bluestake and utility basemaps differentiate by more than 4-feet.
4. Incorporate review comments provided by Brown and Caldwell and finalize work products.

### **Task 4.0 – Establish Monuments for City of Bisbee Easements**

1. City of Bisbee easements that currently do not have monuments will require new monuments be established to allow City of Bisbee staff to accurately locate the limits of each easement within the survey boundary. Monuments are to be 1/2" (or 5/8") x 18" rebar with a 2" (or 1-1/2") diameter aluminum cap stamped with the easement description.



# Cooper Aerial Surveys Co.

## Cost Proposal

1692 W Grant Road  
Tucson, Arizona 85745  
(520) 884-7580  
(520) 623-7952 Fax

January 5, 2010

Tom Marr  
Arizona Land Specialists, Inc  
1403 Hwy 92  
Bisbee, AZ. 85635

Re: Aerial Mapping, Bisbee (SOW 111709) Easements & Right of Ways Only

Dear Tom Marr,

Cooper Aerial Surveys Co. would like to thank you for the opportunity to assist you in assessing cost for your project. In response to your request, the following is our cost and approach:

### Specifications:

Cooper Aerial Surveys Co. will fly and furnish 1:3300 (1"=275') B/W stereo photography of Bisbee (SOW 111709), (located near Bisbee, AZ.). Using the stereo photography and the 5 aerial targets provided by Arizona Land Specialists, Inc., we will provide a 1"=40' scale map with a 1 FT contour interval including DTM Contours & Plan. Collection of data will be in the digital terrain modeling (DTM) method. Using the 1:3300 stereo photography and the digital terrain data, we will create digital ortho-rectified imagery with a ground pixel resolution of 0.11 ft.

\*Please initial to confirm the project mapping limits in the attached map \_\_\_\_\_

Cooper Aerial Surveys Co. Tasks	Total Cost	Schedule
Surveying Services N/A	\$ .00	15 working days / Negotiable after flight and receipt of control
Flight Services Acquire 1: 3300 (1"= 275') B/W aerial photography for 1 - FT mapping.	\$1,010.00	
Photo Lab - Scanning Services Scan all photography at 10 microns	\$45.00	
Mapping Services 1"= 40' scale 1 - FT CI digital collection of DTM Contours & Plan	\$770.00	
Digital Ortho-Photography Services B/W film digital ortho-rectified 0.108 ft. pixel imagery from the 1:3300 flight	\$180.00	
<b>Total for Project</b>	<b>\$2,005.00</b>	



# Cooper Aerial Surveys Co.

## Cost Proposal

1692 W Grant Road  
Tucson, Arizona 85745  
(520) 884-7580  
(520) 623-7952 Fax

January 5, 2010

### Deliverables

- One 2D AutoCAD 2007 file of the contours and planimetrics.
- One 3D AutoCAD 2007 file of the contours and planimetrics.
- One 3D AutoCAD 2007 file of the DTM.
- One set of ASCII format files of the DTM. (Breaks, Spots, Grid)
- One digital, ortho-rectified image file in SID format.

### Approach Specifications

All mapping shall adhere to National Map Accuracy Standards. In summary, 90% of contours must be within  $\frac{1}{2}$  of the contour interval. Well defined objects checked must be within  $\frac{1}{40}$ " horizontal position at map scale. Spot elevations must be within  $\frac{1}{4}$  of the contour interval.

### Photography

- All photography will be taken with Cooper Aerial's Leica RC-30 (AWAR 106) camera system which features both forward motion compensation and a sophisticated gyro mount resulting in superior images.
- The optical axis of the camera will be as near vertical as possible and in no case shall the tilt exceed 3 degrees. The tilt between two consecutive exposures shall not exceed 4 degrees.
- The camera will be oriented to the flight line such that crab does not exceed 3 degrees. The crab between any two consecutive exposures shall not exceed 3 degrees.
- The project area will be photographed in stereo with a forward overlap of 60% and a sidelap of 30%.
- Atmospheric conditions will be optimal, avoiding conditions such as haze, clouds, overcast, snow, dust, precipitation, and smoke so that clear and well-defined images can be obtained.
- Time of day for flight will be when shadows caused by topographic relief, and/or sun angle will be near minimum. Excessive and deep shadows may be cause for rejection of photography. Sun angle shall not be less than 40 degrees.



# Cooper Aerial Surveys Co.

## Cost Proposal

1692 W Grant Road  
Tucson, Arizona 85745  
(520) 884-7580  
(520) 623-7952 Fax

January 5, 2010

### Digital Photogrammetric Mapping

Cooper Aerial Surveys Co. will utilize digital stereo plotters to perform the photogrammetric approach of collecting the digital terrain modeling (DTM) with full planimetrics. This approach integrates the most efficient hardware and software systems available to accomplish each phase of the mapping process. PC-based VR-1 software will be used in the real-time stereo compilation and in generating contours from the DTM.

### In Conclusion

Payment terms are net 30 days upon completion of services. This proposal is valid only for Arizona Land Specialists, Inc, and must be signed and returned to Cooper Aerial prior to commencement of work. Please sign below to authorize "notice to proceed" and to accept responsibility for payment.

Again, thank you for allowing Cooper Aerial Surveys Co. the opportunity to propose on this project. If you need further information, or have any questions, please do not hesitate to contact me.

Sincerely,

Erica Durso  
Project Manager  
(520) 884-7580 x106  
erica@cooperaerial.com

Accepted by: **Arizona Land Specialists, Inc**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



# Cooper Aerial Surveys Co.

## Cost Proposal

1692 W Grant Road  
Tucson, Arizona 85745  
(520) 884-7580  
(520) 623-7952 Fax

January 5, 2010

Tom Marr  
Arizona Land Specialists, Inc  
1403 Hwy 92  
Bisbee, AZ. 85635

Re: Aerial Mapping, Bisbee (SOW 111709) Entire Area

Dear Tom Marr,

Cooper Aerial Surveys Co. would like to thank you for the opportunity to assist you in assessing cost for your project. In response to your request, the following is our cost and approach:

### Specifications:

Cooper Aerial Surveys Co. will fly and furnish 1:3300 (1"=275') B/W stereo photography of Bisbee (SOW 111709) Entire Area (located near Bisbee, AZ.). Using the stereo photography and the 5 aerial targets provided by Arizona Land Specialists, Inc., we will provide a 1"=40' scale map with a 1 FT contour interval including DTM Contours & Plan. Collection of data will be in the digital terrain modeling (DTM) method. Using the 1:3300 stereo photography and the digital terrain data, we will create digital ortho-rectified imagery with a ground pixel resolution of 0.11 ft.

\*Please initial to confirm the project mapping limits in the attached map \_\_\_\_\_

Cooper Aerial Surveys Co. Tasks	Total Cost	Schedule
Surveying Services N/A	\$0.00	17 working days / Negotiable after flight and receipt of control
Flight Services Acquire 1: 3300 (1"= 275') B/W aerial photography for 1 - FT mapping.	\$1,010.00	
Photo Lab - Scanning Services Scan all photography at 10 microns	\$45.00	
Mapping Services 1"= 40' scale 1 - FT CI digital collection of DTM Contours & Plan	\$1,470.00	
Digital Ortho-Photography Services B/W film digital ortho-rectified 0.104 ft pixel imagery from the 1:3300 flight	\$180.00	
<b>Total for Project</b>	<b>\$2,705.00</b>	



# Cooper Aerial Surveys Co.

## Cost Proposal

1692 W Grant Road  
Tucson, Arizona 85745  
(520) 884-7580  
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January 5, 2010

### Deliverables

- One 2D AutoCAD 2007 file of the contours and planimetrics.
- One 3D AutoCAD 2007 file of the contours and planimetrics.
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- One digital, ortho-rectified image file in SID format.

### Approach Specifications

All mapping shall adhere to National Map Accuracy Standards. In summary, 90% of contours must be within  $\frac{1}{2}$  of the contour interval. Well defined objects checked must be within  $\frac{1}{40}$ " horizontal position at map scale. Spot elevations must be within  $\frac{1}{4}$  of the contour interval.

### Photography

- All photography will be taken with Cooper Aerial's Leica RC-30 (AWAR 106) camera system which features both forward motion compensation and a sophisticated gyro mount resulting in superior images.
- The optical axis of the camera will be as near vertical as possible and in no case shall the tilt exceed 3 degrees. The tilt between two consecutive exposures shall not exceed 4 degrees.
- The camera will be oriented to the flight line such that crab does not exceed 3 degrees. The crab between any two consecutive exposures shall not exceed 3 degrees.
- The project area will be photographed in stereo with a forward overlap of 60% and a sidelap of 30%.
- Atmospheric conditions will be optimal, avoiding conditions such as haze, clouds, overcast, snow, dust, precipitation, and smoke so that clear and well-defined images can be obtained.
- Time of day for flight will be when shadows caused by topographic relief, and/or sun angle will be near minimum. Excessive and deep shadows may be cause for rejection of photography. Sun angle shall not be less than 40 degrees.



# Cooper Aerial Surveys Co.

## Cost Proposal

1692 W Grant Road  
Tucson, Arizona 85745  
(520) 884-7580  
(520) 623-7952 Fax

January 5, 2010

### Digital Photogrammetric Mapping

Cooper Aerial Surveys Co. will utilize digital stereo plotters to perform the photogrammetric approach of collecting the digital terrain modeling (DTM) with full planimetrics. This approach integrates the most efficient hardware and software systems available to accomplish each phase of the mapping process. PC-based VR-1 software will be used in the real-time stereo compilation and in generating contours from the DTM.

### In Conclusion

Payment terms are net 30 days upon completion of services. This proposal is valid only for Arizona Land Specialists, Inc, and must be signed and returned to Cooper Aerial prior to commencement of work. Please sign below to authorize "notice to proceed" and to accept responsibility for payment.

Again, thank you for allowing Cooper Aerial Surveys Co. the opportunity to propose on this project. If you need further information, or have any questions, please do not hesitate to contact me.

Sincerely,

Erica Durso  
Project Manager  
(520) 884-7580 x106  
erica@cooperaerial.com

Accepted by: **Arizona Land Specialists, Inc**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

# SUTHERLANDSURVEY

Office (520) 803-1018 ~ Cell (520) 249-6103

Russell B. McConnell  
Public Works Director  
City of Bisbee  
404 Bisbee Road  
Bisbee, Arizona 85603

April 13, 2010

Re: Hereford Road Sewer Project

SutherLandSurvey. is pleased to have the opportunity to fulfill your Professional Surveying needs. Based upon the information you provided and our research, our scope of services for Hereford Road Sewer Project is as follows:

**Prepare a base map in AutoCad 2008 format per City of Bisbee and Brown and Caldwell drafting Standards and CADD guidelines per the City of Bisbee instructions as to the attachments included with the bid scope of work. The map will delineate all right-of-ways, and easements with docket and page, and will include property boundaries, centerlines, curb, gutters, sidewalks, utility vaults, manholes, cleanouts, headwalls, valves, utility boxes, poles, communication lines, trees, fences, mail boxes, and shall show inverts where available. Underground utilities will be located as per blue stake provided by The City Of Bisbee. The aerial topographic survey will show 1 foot contours and show the right-of-ways and extend a minimum of five (5) feet outside the right-of-way. Spot elevations will be taken at fifty (50) foot intervals at the centerline of the road to provide verification of the aerial survey. The coordinate system shall be based on State Plane Coordinate System using NAD 83 for the horizontal and NAVD\_88 for the vertical.**

**Survey control points will be set at one hundred (100) foot intervals with stationing, tied to existing monuments with elevations. A schedule of these points will be prepared in an Excel file and provided with the map based on the control line. Horizontal ties to existing right-of-ways and stationing for all centerline intersections of the street based on the control line will be provided. A bench circuit will be run and benchmarks set at five hundred (500) foot intervals. A benchmark schedule will be provided giving the number, description, elevation and where applicable, reference as City of Bisbee or other benchmark. These permanent bench marks will be constructed with a one half (1/2") or five eights (5/8") inch rebar, eighteen inches (18") in length with a two inch (2") or one and a half inch(1-1/2") diameter aluminum cap stamped with the easement description.**

**Elevations and diameters or size shall be provided for all culverts, sewer manhole rims, sewer flow lines, storm drains and catch basins, curbs, hydrants, and other relevant structures and features.**

**We will furnish two copies of vertical and horizontal control field notes and calculations and professionally sealed survey control drawings with basis of bearing and elevation at a 1"=40' scale, and an electronic file in an AutoCad 2008 format.**

**Where City of Bisbee easements are not currently monumented, monuments will be provided to allow City of Bisbee staff to accurately locate the limits of each easement.**

**We will also coordinate with Brown and Caldwell to make sure that all of the information requested in the scope of work for this project has been provided.**

**This Survey will comply with Arizona Boundary Survey Minimum Standards.**

**SutherLandSurvey. will perform these services for a fee of \$27,000**

Once again, thank you for considering SutherLandSurvey for your Professional Surveying needs. Please feel free to call if you have any questions regarding this proposal.

Dave Sutherland, RLS, AZ  
Survey Manager

SutherLandSurvey.

Proposal Acceptance:

1. Payment will be as agreed to in our Contract for Services.
2. We are responsible only for professional services as above. These services do not include title searches, clouds on titles, recordation, etc.
3. This proposal valid for 60 days from the above date.

Your signature below represents an agreement of this proposal and the terms within as well as notice for us to proceed on the services described above.

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**Signature of Client or Authorized Agent**

**Date**