

AGENDA

AGENDA OF THE SPECIAL SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, TO BE HELD ON TUESDAY, AUGUST 11, 2026, AT 5:01 PM IN THE CITY OF BISBEE COUNCIL CHAMBERS, 118 ARIZONA STREET, BISBEE, ARIZONA AND VIA ZOOM AT <https://us02web.zoom.us/j/83228852962>.

THE MEETING WAS CALLED TO ORDER BY _____ AT _____.

ROLL CALL

COUNCIL

Councilmember Karen Schumacher, Ward I
Councilmember Terry Priestley, Ward II
Councilmember Trish Damon, Ward III
Mayor Ken Budge
Councilmember Anna Cline, Ward III, Mayor Pro Tempore
Councilmember Mel Sowid, Ward II
Councilmember Cesilia C. Garcia, Ward I

STAFF

Ashlee Coronado, City Manager
Nina Williams, Acting City Clerk
Keri Bagley, Finance Director
Bridgette Kantner, Personnel Director
Matthew Gurney, Public Works Director
Logan Dodd, Operations Manager
Tim Cox, Police Chief
Jay Ritchie, Deputy Police Chief
Jim Richardson, Fire Chief

CITY ATTORNEY

Joseph Estes

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

1. Discussion and Possible Approval of a Park, Facility, and Right-of-Way Use Permit for the Boys and Girls Club of Bisbee for the use of Arizona Street (between Briggs Avenue and Ruppe Street) for the Annual Cars & Bikes on Arizona Street Show to be held on Saturday, September 5, 2026, from 6:00am to 4:00pm with possible waiver of fees.

Nina Williams, Acting City Clerk

2. Discussion and Possible Approval of Ordinance O-26-20; an ordinance of the Mayor and Council of the City of Bisbee, County of Cochise, State of Arizona, Authorizing the Sale and Transfer of certain property located at 107 N. Taylor Ave, City of Bisbee, County of Cochise, State of Arizona Under the city's workforce housing initiative; Authorizing the taking of all other actions necessary for the consummation of the transaction contemplated by this Ordinance and Declaring and Emergency.

Ashlee Coronado, City Manager

3. Discussion and Possible Approval of Change Orders 19, 28, and 29 with Durazo Construction.
Mike Normand, Construction Project Manager Camp Naco
4. Discussion and Possible Approval of a Professional Services Agreement with Sellers & Sons, Inc.
for the Retaining Wall Reconstruction at 61 Brewery Avenue, Bisbee, AZ.
Matthew Gurney, Public Works Director

ADJOURNMENT:

Pursuant to A.R.S. § 38-431.02(H), The public will have physical access to Council Chambers 20 minutes before the meeting is scheduled to begin.

Individuals with hearing disabilities can contact the City Clerk's Office (520) 432-6011 to request an Assisted Listening Device, at least 24 hours before the meeting.

Anyone needing special accommodation to attend this meeting should contact Nina Williams at (520) 432-6011 at least twenty-four hours before the meeting.

Public documents referred to herein may be viewed during regular business hours at the City Clerk's Office at 118 Arizona St, Bisbee.

Pursuant to A.R.S. § 38-431.03(A)(3), the Council may vote to enter executive session at any point during this meeting for discussion or consultation for legal advice with its attorney(s), who may appear telephonically.

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: August 11, 2026☐ Regular ☒ SpecialDATE ACTION SUBMITTED: August 5, 2026REGULAR ☒CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ORDINANCE ☐FORMAL ACTION ☒OTHER ☐

SUBJECT: Discussion and Possible Approval of a Park, Facility, and Right-of-Way Use Permit for the Boys and Girls Club of Bisbee for the use of Arizona Street (between Briggs Avenue and Ruppe Street) for the Annual Cars & Bikes on Arizona Street Show to be held on Saturday, September 5, 2026, from 6:00am to 4:00pm with possible waiver of fees.

FROM: Nina Williams, Acting City Clerk**RECOMMENDATION:** Approval

PROPOSED MOTION: I move that we approve the Park, Facility, and Right-of-Way Use Permit for the Boys and Girls Club of Bisbee for the use of Arizona Street (between Briggs Avenue and Ruppe Street) for the Cars & Bikes on Arizona Street Show to be held on Saturday, September 5, 2026 from 6:00am to 4:00pm with possible waiver of fees.

DISCUSSION:

Ms. Flores has submitted a Park, Facility, and Right-of-Way use Permit for the Boys and Girls Club of Bisbee for the use of Arizona Street (between Briggs Avenue and Ruppe Street) for the Annual Cars & Bikes on Arizona Street Show to be held on Saturday, September 5, 2026 from 6:00am to 4:00pm. They are requesting a waiver of fees.

Staff has reviewed the permit and recommends approval.

The \$50.00 refundable deposit is required.

FISCAL IMPACT: \$560.14 – REQUESTING A WAIVER OF FEES**DEPARTMENT LINE-ITEM ACCOUNT:** 10-34-10880**BALANCE IN LINE ITEM IF APPROVED:** N/A**Prepared by:**

Nina Williams
Nina Williams
Acting City Clerk

Reviewed by:

Ashlee Coronado
Ashlee Coronado
City Manager



Public Works / Park & Recreations Department
118 Arizona Street -Bisbee, AZ 85603-(520) 432-6002
lValdez@BisbeeAZ.gov

PERMIT NO: 49-26

City of Bisbee Park, Facility and Right-of-Way Use Permit
Special Event License Application
This application must be returned to the Public Works Department at least 45 days before the
event. The permit will not be considered without a signed application.

APPLICANT INFORMATION

Date: 08/04/2026

Name and Title (If Applicable): Annette Flores

Organization Name (If Applicable): Boys & Girls Club of Bisbee

Applicant or Organization Mailing Address: [Redacted]

Phone: [Redacted] Contact Name and Phone # during event: Angel Garcia [Redacted]

Email Address: [Redacted]

☒ Insurance: Events held on City Property are required to include a certificate of insurance of one million dollars (\$1,000,000) minimum for high risk functions and appropriate endorsements naming the City of Bisbee as additional insured. Applicant's policy is primary.

Event Name: Car and Bikes on Arizona Street Expected Attendance: 500

Event Date(s): Sept. 5, 2026 Start Time: 6:00am End Time: 4:00pm

Event Location and Address: Arizona Street

Will you be serving food? Yes ☒ / No ☐ If yes, a copy of the Cochise County Health Department Certificate **MUST** accompany this application otherwise this permit will not be accepted

Description of Event and Activities (If more space is needed attach a separate sheet):

Annual car show with local vendors and awards

☐ General Electricity Access (City, Lower Vista & Grassy Parks Only) \$25.00

☐ Band Shell (City Park) \$75.00

☐ Generators are PERMITTED... All Jumping Castles must have insurance and generators

☐ Beer Permit (Non-Commercial permits only) \$25.00

☒ Police: Escorts, Security, Road Closures, Redirecting of Traffic: \$40.00 per day per vehicle+ Employee OT Rate and ERE's

☒	Parks/ Public Works Personnel \$30.00/ hr. per person	
☐	Water Access Parks \$25.00	
☒	No Parking Signs, access to facility/ band shell/ restrooms etc. \$5.00 per sign Note: Road Closed Signs/ Barriers must be supplied by Applicant.	
☐	Operations Plans \$100 minimim (personnel hours including ERE's)	
CONDITIONS APPLICANT MUST MEET THAT ARE REQUIRED BY THE CITY OF BISBEE :		
☒	\$25.00 non-commercial or ☐ \$120.00 commercial permit fee paid before permit is processed.	
☒	\$50.00 refundable deposit paid before permit is processed (if a check is issued, must be "Written separately from other charges) This deposit will be refunded at the completion of the event, provided that the facility has been left in the same, or better, condition as it was at the start of the event. The City will deduct from this deposit any expenses that may be incurred for cleaning or repairing the facility following the event prior to refunding any remaining balance.	
☐	Business License/ Special Event License fee of \$41.14 must be paid before permit is processed- where there is a promotor sub-letting booth space to vendors, the promotor will pay a fee of \$41.14 and \$6.24 per vendor per day (must be submitted prior to the event). The promotor is required to supply a list of vendors which describes the items or service the vendor will be selling and pay all applicable fees prior to the event. Sales tax on all items sold at the City rate will be collected by the City for all sales made by the promotor and all vendors via their State tax forms.	
☒	County Health Department Food Permit must be attached If serving food or having food vendors. Health Department can be contacted at 520-432-9400 for more information (This is not a food handler's certificate).	
☐	Special Event Liquor License Application submitted to the City Clerk's office – required in order to serve or sell liquor from the State of Arizona (Department of Liquor Licenses & Control, Phoenix Office). The Sale of or consumption of alcohol beverages must be approved by the City Council.	
☒	Copy of flyers or promotional material associated with this event.	
NOTES:		
1.) THERE IS NO WATER USAGE AT ANY PARK AT ANY TIME.		
2.) NO PARTY OF MORE THAN 50 PEOPLE, MAY NOT TAKE PLACE WITHOUT THE APPROPRIATE PERMITS.		
TOTAL FEES:	TOTAL ADDED FEES:	TOTAL SUBMITTED:
SPECIAL EVENT PERMIT AGREEMENT AND ACKNOWLEDGEMENT		
Applicant shall indemnify, defend, save and hold harmless the City of Bisbee and its officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused in whole or in part, by the negligent or willful acts or omissions of Applicant or any of its owners, officers, directors, agents, employees, subcontractors or invitees. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Applicant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Applicant from and against any and all claims. It is agreed that Applicant will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable. In consideration of permission to hold the event, Applicant agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising out of or resulting from the event. The City reserves the right to refuse installation of amusements or facilities that violate safety regulations. If Applicant is acting on behalf of an organization, Applicant certifies that he/she is an authorized officer of the Applicant or the agent of the organization, is		

acting on the organization's behalf, and is duly authorized to execute this Agreement and Acknowledgement on the organization's behalf. Applicant further certifies that he/she has read and understands all the terms of this Agreement and Acknowledgement, agrees that the Applicant shall be bound by its terms and conditions, and is of lawful age and legally competent to sign this Agreement and Acknowledgement. The City's issuance of a special event permit shall constitute a written agreement or contract between the City and Applicant for purposes of insurance requirements. Applicant agrees to the payment of all non-refundable and refundable fees specified in this document unless otherwise authorized by the Public Works Department. Applicant further acknowledges that depending upon the nature and location of the Applicant's special event, additional permits may be required. The City reserves the right to withhold clean/damage deposits depending on the condition of the facility when the permit expires.

PERMIT HOLDER INITIALS AF DATE: 08/04/2026

FOR CITY USE ONLY

Police Department Approval ☒ Yes ☐ No Jay Ritchie 06/08/2026
Jay Ritchie (Aug 6, 2026 08:41:10 PDT) Initials _____ Date _____

Remarks _____

Police requested

Public Works Approval ☒ Yes ☐ No Matthew Jurney 06/08/2026
Initials _____ Date _____

Remarks _____

Fire Department Approval ☒ Yes ☐ No Kevin Pacheco 05/08/2026
Kevin Pacheco (Aug 5, 2026 08:37:54 PDT) Initials _____ Date _____

Remarks _____

COUNCIL ACTION: Approve ☐ Deny ☐ Mayor's Signature _____ Date _____

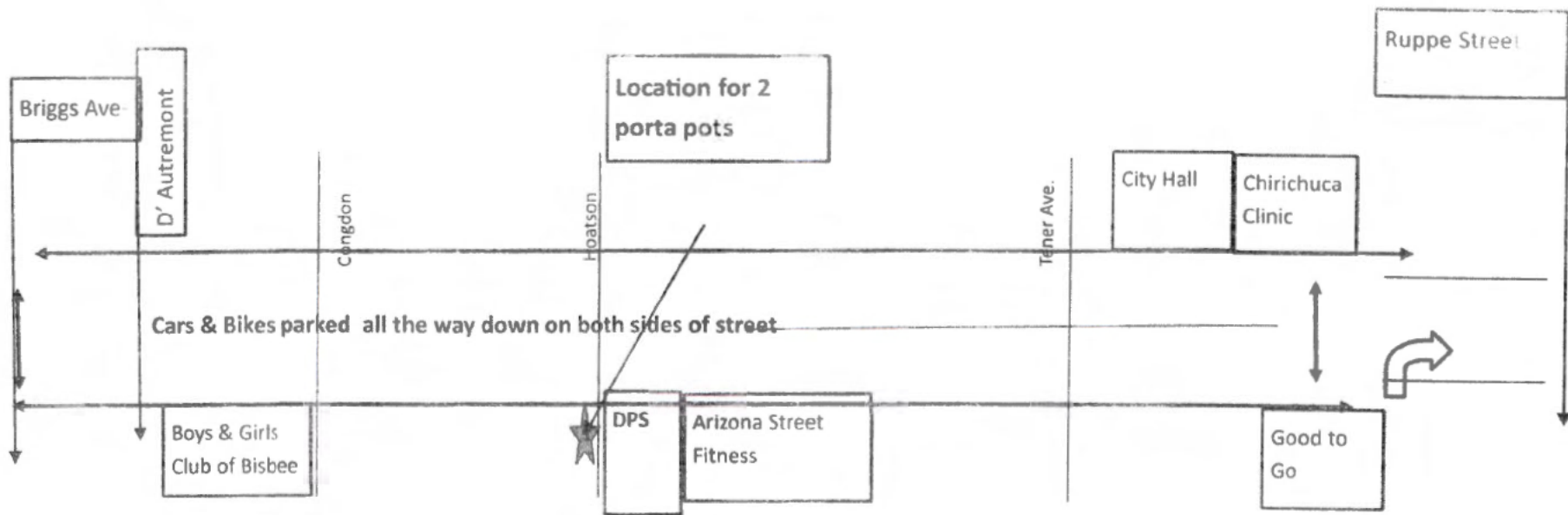
With conditions as noted:

Jim Richardson
Jim Richardson (Aug 4, 2026 15:38:03 PDT)

Julie Delk
Julie Delk (Aug 4, 2026 16:36:19 PDT)

PARK, FACILITY AND SPECIAL EVENT FEES

☒	SPECIAL EVENT PROMOTER (PER-DAY)	\$41.14
☒	SPECIAL EVENT VENDOR (PER-DAY)	\$6.24
☒	POLICE OFFICER / PERSONNEL / POLICE UNIT	\$40.00 per day, per vehicle +employee OT rate and ERE's
☒	PERMIT FEE NON-COMMERCIAL	\$25.00
☒	PERMIT FEE COMMERCIAL	\$120.00
☒	REFUNDABLE DEPOSIT	\$50.00
☒	BEER PERMIT NON-COMMERCIAL ONLY	\$25.00
☒	WATER ACCESS-PARKS	\$25.00
☒	ELECTRICITY ACCESS- PARKS	\$25.00
☒	ELECTRICITY ACCESS BANDSHELL (CITY PARK)	\$75.00
☒	PARKS-PUBLIC WORKS PERSONNEL	\$30.00/HR. PER PERSON
☒	DUMPSTER 1 DAY	\$150.00 EACH
☒	DUMPSTER PICK UP AFTER HOURS	\$125.00 EACH
☒	DUMPSTER PICK UP HOLIDAY & WEEKENDS	\$125.00 EACH
☒	TRASH CART RENTAL	\$25.00 EACH
☒	"NO PARKING" SIGNS	\$5.00 PER SIGN
☒	OPERATIONS PLAN	\$100 MINIMUM (PERSONNEL HOURS INCLUDING ERE'S)
☒	POOL RENTAL	\$30.00/PER HR, 2 HR MINIMUM
☒	POOL BUILDING RENTAL	\$100.00
☒	LIFEGUARD	\$30.00/ PER HR EMPLOYEE, 2 GUARD MINIMUM



- Traffic can be rerouted using Ruppe Street -Campbell St.
- Powell St. through -Briggs as another access point.
- Both sides of streets requesting a one block radius out

GREAT FUTURES START HERE.



ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/18/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

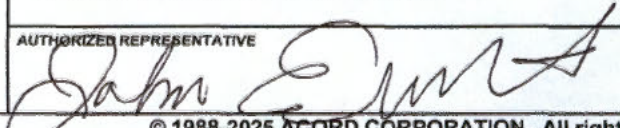
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EVERHART INSURANCE Ltd llc 402 BISBEE Rd. BISBEE,AZ. 803	CONTACT NAME: JOHN EVERHART	
	PHONE (A/C, No, Ext): 520-432-6704 FAX (A/C, No): 520-432-6783	
	E-MAIL ADDRESS: angelshands1@hotmail.com	
INSURED BOYS AND GIRLS CLUB OF BISBEE	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: United States Liability Insurance Company	23895
	INSURER B: UNITED FINANCIAL CASUALTY	11770
	INSURER C: HISCOX INSURANCE COMPANY	10200
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y	Y	NPP1595558F	05/15/2026	05/15/2027	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 3,000,000
☒ POLICY ☐ PRO-JECT ☐ LOC							PRODUCTS - COMP/OP AGG \$ 3,000,000
OTHER:							\$
B	AUTOMOBILE LIABILITY	Y	Y	02075656	05/15/2026	05/15/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							UM/UIM \$ 1,000,000
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A				PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	SEXUAL MOLESTATION/ABUSE	Y		NPP1595558F	05/15/2026	05/15/2027	PER CLAIM 1,000,000 AGREGATE 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A BOYS AND GIRLS YOUTH ORGANIZATION. CITY OF BISBEE IS AN ADDITIONAL INSURED TO THE LIMITS OF LIABILITY STATED HEREIN, FOR ACTS OF NEGLIGENCE OF, BY OR ON BEHALF OF THE PRIMARY NAMED INSURED.

CERTIFICATE HOLDER	CANCELLATION
City of Bisbee 118 ARIZONA ST. BISBEE,AZ. 85603	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2025/12)

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**CARS AND BIKES ON ARIZONA STREET
FEE SCHEDULE
SEPTEMBER 5, 2026**

PERMIT #49-26

Permit Fee:	\$120.00
Special Event License	\$ 41.14
Barricades-4 x \$2.00 ea.	\$ 8.00
12 “No Parking” Signs (\$5.00 x 12)	\$ 60.00
Parks Staff (\$30/hr x 3)	\$ 90.00
8 Trash Carts (\$26.00 ea x 8)	\$208.00
2 Road Closed Signs (\$20.00 EA)	<u>\$ 40.00</u>
TOTAL	\$561.14
Refundable Deposit:	\$ 50.00

REQUEST WAIVER OF FEES

**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: August 11, 2026

☐ Regular ☒ SpecialDATE ACTION SUBMITTED: August 5, 2026REGULAR ☒ CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: Discussion and Possible Approval of Ordinance O-26-20; an ordinance of the Mayor and Council of the City of Bisbee, County of Cochise, State of Arizona, authorizing the sale and transfer of certain property located at 107 N. Taylor Ave, City of Bisbee, County of Cochise, State of Arizona under the city's workforce housing initiative; authorizing the taking of all other actions necessary for the consummation of the transaction contemplated by this ordinance and declaring an emergency

FROM: Ashlee Coronado, City Manager**RECOMMENDATION:** Approve Ordinance

PROPOSED MOTION: I move to approve Ordinance O-26-20; an ordinance of the Mayor and Council of the City of Bisbee, County of Cochise, State of Arizona, authorizing the sale and transfer of certain property located at 107 N. Taylor Ave, City of Bisbee, County of Cochise, State of Arizona under the city's workforce housing initiative; authorizing the taking of all other actions necessary for the consummation of the transaction contemplated by this ordinance and declaring an emergency

DISCUSSION:

Approval of this Ordinance would authorize the sale of 107 N. Taylor Ave and set the sales price of \$200,000.00. This property is part of the City's Workforce Housing Initiative.

FISCAL IMPACT: Sale Proceeds**DEPARTMENT LINE-ITEM ACCOUNT:** 45-35-10000**BALANCE IN LINE ITEM IF APPROVED:** TBD**Prepared by:**

Nina Williams
Nina Williams,
Acting City Clerk

Reviewed by:

Ashlee Coronado, for
Ashlee Coronado,
City Manager

ORDINANCE O-26-20

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, AUTHORIZING THE SALE AND TRANSFER OF CERTAIN PROPERTY LOCATED AT 107 N. TAYLOR AVENUE, CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA UNDER THE CITY'S WORKFORCE HOUSING INITIATIVE; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY FOR THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS ORDINANCE AND DECLARING AN EMERGENCY

WHEREAS, pursuant to section 1.03 of the Charter of the City of Bisbee, the City has the authority to sell such City property as its interests may require; and

WHEREAS, pursuant to Article 2.10 of the City Code, Bisbee Workforce Housing Initiative, the transfer and conveyance of the subject property to Roy Ivan Smith and Bernadete Marie Smith who meets the eligibility and purchase price requirements; and

WHEREAS, the Council, by majority vote, has determined that it would be in the best interests of the City of Bisbee to sell the City's interests in Street, City of Bisbee, County of Cochise, State Arizona and more particularly described in the attached Exhibit A; and,

WHEREAS, the City has received a Broker's Price Opinion (BPO) of the value of the property, has received an offer at no less than eight (80%) percent of the BPO for this property and has approved the sale of this property; and,

WHEREAS, the sale and transfer of the Property as provided for herein is in the furtherance of the purposes of the City and in the public interest; and

WHEREAS, it is necessary for the preservation of the peace, health and safety of the City, an emergency is declared to exist, and this Ordinance shall become immediately operative and in force from and after the date of posting hereof.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, AS FOLLOWS:

Section 1. The sale of that certain property located at 107 N. Taylor Avenue, City of Bisbee, County of Cochise, State Arizona and more particularly described in the attached Exhibit A to Roy Ivan Smith and Bernadette Marie Smith, for the sum of \$200,000.00, to be paid in cash or other certified funds prior to the closing of this transaction, is hereby authorized.

Section 2. The City Manager, Ashlee Coronado, is further authorized to execute a Warranty Deed on behalf of the City for the transfer of this property and to execute any and all additional documents that may be necessary for the completion of this transaction.

Section 3. All actions of the officers and agents of the City which conform to the purposes and intent of this Ordinance and which further the sale of the Property as contemplated by this Ordinance, whether heretofore or hereafter taken, are ratified, confirmed, and approved.

Section 4. The immediate operation of the provisions of this Ordinance is necessary for the preservation of the public peace, health and safety of the City for the reason that the transaction authorized herein must be sold immediately to secure the best, available economic terms thereof; an emergency is, therefore declared to exist, and this Ordinance is enacted as an emergency and shall be in full force and effect immediately upon its passage by the Mayor and Council of the City, as required by law, and it is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona. If this Ordinance is not approved by the affirmative vote of three-fourths of all the members of the Mayor and Council of the City, the foregoing declaration of an emergency shall be inoperative, and this Ordinance shall not become operative until thirty (30) days after its passage.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Bisbee on this _____ day of August 2026.

APPROVED:

Ken Budge, Mayor

ATTEST:

Nina Williams, Acting City Clerk

APPROVED AS TO FORM:

Joseph D. Estes, City Attorney
Pierce Coleman

EXHIBIT A

PROPERTY DESCRIPTION

That Portion of Lots 19, 20, 21 and 22 of Park Block, HEDBERT TOWNSITE, according to Book 3, page 83 of Maps, more particularly described as follows:

COMMENCING at the Northwesterly corner of said Lot 22, identical with the Northeasterly corner of Lot 23, said corner being on the Southerly line of First Street;
thence North 67°00'10" East coincident with the Southerly line of First Street and the Northerly line of Lot 22, a distance of 50.00 feet to the POINT OF BEGINNING;
thence continuing North 67°00'10" East coincident with the Southerly line of First Street and the Northerly line of Lot 22, a distance of 50.00 feet;
thence South 22°59'50" East, a distance of 100.00 feet to a point on the Southerly line of Lot 19;
thence South 67°00'10" West coincident with the Southerly line of said Lot 19, a distance of 50.00 feet;
thence North 22°59'10" West, a distance of 100.00 feet to a point on the Southerly line of First Street and the POINT OF BEGINNING.;

EXCEPT minerals and ores as reserved in instrument recorded in Book 109, page 317 of Deeds of Real Estate, records of Cochise County, Arizona.

RESERVING UNTO THE GRANTOR, THEIR HEIRS AND OR ASSIGNS, AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, OVER THE SOUTH 12.00 FEET OF LOT 19.

AGENDA ITEM NUMBER 3**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: August 11, 2026

☐ Regular ☒ SpecialDATE ACTION SUBMITTED: August 6, 2026REGULAR ☒ CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: Discussion and possible approval of Change Orders #19, 28, and 29 with Durazo Construction.

FROM: Mike Normand, Construction Project Manager

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve Change Orders 19, 28, and 29 with Durazo Construction, in the total amount of \$182,111.40.

DISCUSSION

Naco Heritage Alliance has secured two major grants from the National Trust for Historic Preservation and the Arizona State Parks and Trails Heritage Fund to support the rehabilitation of Camp Naco's Building A4. This funding will allow the City and NHA to complete critical stabilization and exterior rehabilitation work needed to preserve the historic building and prepare it for future use as a small business and non-profit office space and community hub. The proposed change orders reflect that grant-funded scope and include structural concrete, steel and framing, chimney reconstruction, modifications to door openings, porch repairs, and replacement of the A4 roof, which has been heavily damaged by the monsoon season. This packet includes an additional change order to support the cleaning, preparation, and repainting of cupola vents on several Camp Naco buildings.

NHA will reimburse the City for eligible A4 expenses using the National Trust and Arizona State Parks grant funds. Remaining costs will be covered through existing Mellon Foundation and State of Arizona ARPA grant funds within their approved scopes and budgets. No City funds are requested or required; all work is fully grant-funded.

FISCAL IMPACT: The total amount of \$182,111.40 will be reimbursed by the State of Arizona Office of the Governor ARPA and Mellon Foundation grant funds awarded for the rehabilitation of Camp Naco, as well as by Naco Heritage Alliance with grant funds received for those purposes.

DEPARTMENT LINE-ITEM ACCOUNT: 19-40-92000 & 19-45-92000

BALANCE IN LINE ITEM IF APPROVED: 19-40-92000: \$1,056,641.51
19-45-92000: \$299,363.90

Prepared by:

M.E. Normand
Mike Normand
Construction Project Manager

Reviewed by:

Ashlee Williams, for
Ashlee Coronado
City Manager

ATTN: MIKE NORMAND

City of Bisbee
915 S Tovreaville Rd
Bisbee, AZ 85603

RE: CAMP NACO HISTORIC BUILDING RESTORATION
COR#019 R3 A4 Additions

Dear Mr. Normand,

The cost impact to modify our scope of work is as follows for additional work at A4. Please see the attached backup for a full description of work.

ITEM	DESCRIPTION	AMOUNT
1	General Conditions	\$15,000.00
2	Structural Concrete	\$11,011.25
3	Concrete at Porch	\$2,673.75
4	Structural Steel	\$9,005.00
5	Structural Framing	\$28,331.40
6	Rebuild Chimneys and Modify Door Openings	\$20,067.00
Subtotal		\$86,088.40
Overhead (10%)		\$8,609.00
Profit (5%)		\$4,735.00
Sales Tax		\$5,966.00
Performance and Payment Bond		\$2,635.00
TOTAL CHANGE ORDER REQUEST #019 R3		\$108,033.40

EXCLUSIONS:

- Permits & Permit Fees
- Engineering
- Unforeseen Concealed Conditions
- Any Work not Mentioned in Proposal
- Off-Hours
- Material Cost Escalation

The scope of work outlined above will require that 40 *days be added* to the schedule. Please contact me if you have any questions or concerns.

Thank you,

ISAAC ALEGRIA
Project Manager
Durazo Construction Corporation

Date: August 2, 2026

Project #: A-1553

Project Name: Camp Naco

Barker Steel Construction, Inc. proposes to fabricate and install structural and misc. steel with 1 shop coat grey primer from plans dated 8-26-2025:

Bldg. A4

- Weld 6 – tube steel columns to epoxied wall angles(installed by others)

F.O.B. jobsite:

- 12 – chimney reinforcement angle brackets with epoxy rod
- 6– bent plate lintels with no bolts

Exclude:

- A505 detail 7,10,13
- Saw cutting adobe for lintels
- Drill and epoxy anchor bolts @ columns

Price: \$ 9,005.00

- CONDITIONS:**
1. AIA SPECIFICATIONS WILL PREVAIL
 2. DELAYS FOR SPECIAL INSPECTIONS WILL BE CHARGED AS AN EXTRA.
 3. EXPOSED STRUCTURAL MEMBERS THAT SERVE AS ARCHITECTURAL ELEMENTS WILL BE FURNISHED WITH STANDARD OF THE INDUSTRY FINISH AND NOT BE SUBJECT TO REJECTION FOR NORMAL BLEMISHES.
 4. WE ACCEPT NO DESIGN RESPONSIBILITIES. OUR SHOP DRAWINGS ARE BASED SOLELY ON INFORMATION PROVIDED BY CONTRACT DOCUMENTS.
 5. IF ACCEPTED, THIS PROPOSAL BECOMES A PART OF THE CONTRACT.
 6. THIS BID ANTICIPATES USING BSC'S GENERAL LIABILITY AND WORKMEN'S COMPENSATION INSURANCE AS IT IS CURRENTLY WRITTEN.
 7. PRICE FIRM FOR 14 DAYS.
 8. Only items listed are included in this proposal

STANDARD EXCLUSIONS:

- | | | |
|----------------------------|----------------------------------|--|
| 1. ELEVATIONS | 9. FIRE WATCH | 17. FASTENERS FOR OTHER THAN OUR ERECTED ITEMS |
| 2. NON-FERROUS METALS | 10. FIRE SPRINKLER SHUT OFF/ON | 18. ANY NAMED OR NUMBERED MANUFACTURED ITEMS |
| 3. GROUT/DRY PACK/CONCRETE | 11. ALL PERMITS AND BONDS | 19. INSTALLATION OF PONY WALL SUPPORTS |
| 4. DEMOLITION | 12. STEEL TO WOOD BOLTS | 20. ITEMS ON MECHANICAL, ELECTRICAL, AND PLUMBING |
| 5. EXCAVATION | 13. CORE DRILLING | 21. INSURANCE ENDORSEMENT CG 2010 1185 OR ITS |
| 6. CHAIN LINK | 14. HOLES FOR OTHER TRADES | EQUIVALENT (inclusion may cause additional charge) |
| 7. ENGINEERING | 15. COVID 19 VACCINE REQUIRMENTS | 22. BACK FLOW CAGE |
| 8. LIGHT GAUGE METALS | 16. SHORING | 23. ANY & ALL INSPECTIONS |

Signed By:



Tom Barker, President

tom@barkersteellaz.com



Barker Steel Construction, Inc.
5411 S. Canada Place, Tucson, AZ 85706
Phone (520) 325-6131
AZ ROC CR17-207045, CR56-072531



AISC
CERTIFIED
FABRICATOR
& ERECTOR



CHANGE ORDER

#ROC074848 | #ROC059555 | NM#ROC399495

CHG. ORDER # 27

P.O. BOX 42243

Date: 6/24/2026

TUCSON, AZ 85733-2243

(520) 740-0607 Phone | (520) 740-0609 Fax

info.odenconstruction@gmail.com | odenconstruction@hotmail.com

Durazo Construction
934 S. 6th Ave.
Tucson, Arizona 85701

JOBSITE:
Camp Naco Restoration

Building A-4

Description	Change Order Total
Masonry	
Rebuild Three Chimneys	\$5,700.00
Modify Four Door Openings	\$10,400.00
Per Diem (6 Days)	\$1,350.00
Profit and Overhead	\$2,617.00
Total	\$20,067.00

Contract Duration : This change order will extend the substantial completion date by 6 days, not including additional delays for materials with long lead times.

The above prices and specifications of this change order are satisfactory and are hereby accepted.

Signature

on _____

Date

All work to be performed under the same terms and conditions as specified in original contract unless otherwise stipulated.



CHANGE ORDER

#ROC074848 | #ROC059555 | NM#ROC399495

CHG. ORDER # 28

P.O. BOX 42243

Date: 6/24/2026

TUCSON, AZ 85733-2243

(520) 740-0607 Phone | (520) 740-0609 Fax

info.odenconstruction@gmail.com | odenconstruction@hotmail.com

Durazo Construction
934 S. 6th Ave.
Tucson, Arizona 85701

JOBSITE:
Camp Naco Restoration

Building A-4

Description	Change Order Total
Structural Concrete	
Excavation	\$1,600.00
Materials	\$3,075.00
Labor	\$1,600.00
Concrete Pump	\$1,500.00
Per Diem (8 Days)	\$1,800.00
Profit and Overhead	\$1,436.25
Total	\$11,011.25

Contract Duration : This change order will extend the substantial completion date by 8 days, not including additional delays for materials with long lead times.

The above prices and specifications of this change order are satisfactory and are hereby accepted.

Signature

on _____
Date

All work to be performed under the same terms and conditions as specified in original contract unless

Excavatuon	1600
Rebar Dowels	320
Materials	80

Rebar	240
	160
Labor	320

Concrete	2275
Labor	1280
Pump	1500
Per Diem (8 Days)	1800
	9575

\$11,011.25

Excavation	1600
materials	3075
labor	1600
pump	1500
perdiem	1800
	9575



Oden CONSTRUCTION Inc.

#ROC074848 | #ROC059555 | NM#ROC399495

P.O. BOX 42243

TUCSON, AZ 85733-2243

(520) 740-0607 Phone | (520) 740-0609 Fax

info.odenconstruction@gmail.com | odenconstruction@hotmail.com

CHANGE ORDER

CHG. ORDER # **30**

Date: **6/24/2026**

Durazo Construction
934 S. 6th Ave.
Tucson, Arizona 85701

JOBSITE:
Camp Naco Restoration

Building A-4

Description	Change Order Total
Windows	
23 Hopper Windows & 15 Double-Hung Windows	\$95,000.00
Per Diem (16 Days)	\$3,375.00
Profit and Overhead	\$14,756.25
Total	\$113,131.25

Contract Duration : This change order will extend the substantial completion date by 16 days, not including additional delays for materials with long lead times.

The above prices and specifications of this change order are satisfactory and are hereby accepted.

Signature

on _____
Date

All work to be performed under the same terms and conditions as specified in original contract unless



CONSTRUCTION Inc.

CHANGE ORDER

#ROC074848 | #ROC059555 | NM#ROC399495

CHG. ORDER # **31**

P.O. BOX 42243

Date: **6/24/2026**

TUCSON, AZ 85733-2243

(520) 740-0607 Phone | (520) 740-0609 Fax

info.odenconstruction@gmail.com | odenconstruction@hotmail.com

Durazo Construction
934 S. 6th Ave.
Tucson, Arizona 85701

JOBSITE:
Camp Naco Restoration

Building A-4

Description	Change Order Total
Concrete at Porch	
Materials	\$1,460.00
Labor	\$640.00
Per Diem (16 Days)	\$225.00
Profit and Overhead	\$348.75
Total	\$2,673.75

Contract Duration : This change order will extend the substantial completion date by 16 days, not including additional delays for materials with long lead times.

The above prices and specifications of this change order are satisfactory and are hereby accepted.

Signature

on _____
Date

All work to be performed under the same terms and conditions as specified in original contract unless



CHANGE ORDER

#ROC074848 | #ROC059555 | NM#ROC399495

CHG. ORDER # 33

P.O. BOX 42243

Date: 7/2/2026

TUCSON, AZ 85733-2243

(520) 740-0607 Phone | (520) 740-0609 Fax

info.odenconstruction@gmail.com | odenconstruction@hotmail.com

Durazo Construction
934 S. 6th Ave.
Tucson, Arizona 85701

JOBSITE:
Camp Naco Restoration

Building A-4

Description	Change Order Total
Structural Framing	
Labor	\$15,840.00
Materials	\$6,096.00
Per Diem (16 Days)	\$2,700.00
<i>Profit and Overhead</i>	\$3,695.40
Total	\$28,331.40

Contract Duration : This change order will extend the substantial completion date by 12 days, not including additional delays for materials with long lead times.

The above prices and specifications of this change order are satisfactory and are hereby accepted.

Signature

on _____
Date

All work to be performed under the same terms and conditions as specified in original contract unless otherwise stipulated.

ATTN: MIKE NORMAND

City of Bisbee
915 S Tovreaville Rd
Bisbee, AZ 85603

RE: CAMP NACO HISTORIC BUILDING RESTORATION
COR#028 CUPOLA REPAIRS

Dear Mr. Normand,

There is a cost impact to modify our scope of work to repair the roof cupolas at A2, A5, A8, & A9. Please see the attached change orders for a full description of work.

ITEM	DESCRIPTION	AMOUNT
1	Clean, prep, and repaint (12) cupola vents	\$4,200.00
	Subtotal	\$4,200.00
	Overhead (10%)	\$420.00
	Profit (5%)	\$231.00
	Sales Tax	\$292.00
	Performance and Payment Bond	\$129.00
	TOTAL CHANGE ORDER REQUEST #028	\$5,272.00

EXCLUSIONS:

- Permits & Permit Fees
- Engineering
- Unforeseen Concealed Conditions
- Any Work not Mentioned in Proposal
- Off-Hours
- Material Cost Escalation

The scope of work outlined above will require that *0 days be added* to the schedule. Please contact me if you have any questions or concerns.

Thank you,

ISAAC ALEGRIA

Project Manager
Durazo Construction Corporation

TWISTED METALZ LLC

CHANGE ORDER

Change Order #: 002

Date: July 23, 2026

Project: Camp Naco - Building A8

Project Address: **2118 W. Newell Street, Naco AZ 85620**

Description of Change

Scope of Work:

Clean and prepare existing cupola vents, then repaint using galvanized paint to restore appearance and provide protective coating.

Quantity: 12 cupola vents

Unit Price: \$350.00 per vent

Total Change Order Amount: \$4,200.00

Reason for Change:

Additional work requested to clean, prepare, and repaint existing cupola vents.

Contractor: Twisted Metalz LLC

Authorized Signature: _____

Date: _____

Owner/Representative Approval: _____

Date: _____

ATTN: MIKE NORMAND

City of Bisbee
915 S Tovreaville Rd
Bisbee, AZ 85603

RE: CAMP NACO HISTORIC BUILDING RESTORATION

COR#029 A4 ROOFING

Dear Mr. Normand,

There is a cost impact to modify our scope of work to complete roofing at A4. Please see the attached change orders for a full description of work.

ITEM	DESCRIPTION	AMOUNT
1	General Conditions	\$6,250.00
2	A4 Roofing	\$48,578.00
Subtotal		\$54,828.00
Overhead (10%)		\$5,483.00
Profit (5%)		\$3,016.00
Sales Tax		\$3,800.00
Performance and Payment Bond		\$1,679.00
TOTAL CHANGE ORDER REQUEST #028		\$68,806.00

EXCLUSIONS:

- Permits & Permit Fees
- Engineering
- Unforeseen Concealed Conditions
- Any Work not Mentioned in Proposal
- Off-Hours
- Material Cost Escalation

The scope of work outlined above will require that 20 *days be added* to the schedule. Please contact me if you have any questions or concerns.

Thank you,

ISAAC ALEGRIA

Project Manager
Durazo Construction Corporation

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: August 11, 2026☐ Regular ☒ SpecialDATE ACTION SUBMITTED: August 5, 2026REGULAR ☒ CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: Discussion and Possible Approval of a Professional Services Agreement with Sellers & Sons, Inc. for the Retaining Wall Reconstruction at 61 Brewery Avenue, Bisbee, AZ.

FROM: Matthew Gurney, Public Works Director

RECOMMENDATION: Approval

PROPOSED MOTION: I move to Approve the Professional Services Agreement with Sellers & Sons, Inc. for the Retaining Wall Reconstruction at 61 Brewery Avenue, Bisbee, AZ.

DISCUSSION: The City issued a Request for Proposals (RFP) for the reconstruction of the failed retaining wall at 61 Brewery Avenue to stabilize the site, improve safety, and prevent further deterioration.Sellers & Sons, Inc. submitted the lowest responsive bid and was awarded the project at the July 7th Council meeting this Agreement is to finalize the award process. The total project cost is \$274,770.00 and the contractor will provide a one-year warranty on materials and workmanship.**FISCAL IMPACT:** \$274,770.00**DEPARTMENT LINE-ITEM ACCOUNT:** 21-40-46210**BALANCE IN LINE ITEM IF APPROVED:** \$643,277.00

Prepared by:


Matthew Gurney
Public Works Director

Reviewed by:


Ashlee Coronado
City Manager



CITY OF BISBEE PUBLIC WORKS DEPARTMENT

Professional Services Agreement General Contractor

THIS AGREEMENT is made and entered into this ____ day of August, 2026 by and between CITY OF BISBEE, hereinafter referred to as the "City", and Sellers and Sons Inc., hereinafter referred to as the "Contractor".

I. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide services as a General Contractor, all material, labor and transportation as more specifically described in Exhibit "A" Scope of Services.

II. COMPENSATION AND METHOD OF PAYMENT

In consideration for the performance of the services described in Attachment "A" the City shall pay the Contractor \$274,770.00.

The City will pay the Contractor following the submission of itemized invoices(s) for the services and material rendered. No payment shall be issued prior to receipt of material or service and correct invoicing. Each invoice must bear written certification by an authorized City representative confirming the services and material for which payment is requested have been performed and received. The City agrees to pay all properly documented invoices, for accepted work and material within thirty (30) days of receipt.

All notices, invoices and payment shall be made in writing and may be given by personal delivery, mail or e-mail.

The designated recipients for such notices, invoices and payments are as follows:

Contractor: Sellers and Sons, Inc.
Ben Sellers, Vice President
2845 E Ganley
Tucson, AZ 85706
520-295-1384

City: City of Bisbee
Matthew Gurney
Public Works Director
118 Arizona Street
Bisbee, AZ 85603
520-432-6001

III. Notice to Proceed

The Contractor shall not commence any billable work or provide any material or services under this Agreement until Contractor receives written notice from the Public Works Director to proceed

IV. TERMINATION

A. The City may cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is or becomes, at any time while the Agreement or any extension of the Agreement is in effect any employee of, or Contractor to any other party to this Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when written notice from the City is received by the parties to this Agreement, unless the notice specifies a later time.

- B. This Agreement may also be terminated at any time by mutual written consent.
- C. The City reserves the right to cancel the whole or any part of this Agreement due to failure of the Contractor to carry out any term, promise or condition of the Agreement. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act any of the following, in the opinion of the City:

1. Contractor provides personnel who do not meet the requirements of the Agreement;
2. Contractor fails to adequately perform the stipulations, conditions, or services/specifications required in the Agreement;
3. Contractor attempts to impose on the City personnel, materials, products, or workmanship that is not of an acceptable quality;
4. Contractor fails to furnish the required service and/or product within the time stipulated in the Agreement;
5. Contractor fails to make progress in the performance of the requirements of the Agreement and/or gives the City a positive indication that Contractor will not or cannot perform to the requirements of the Agreement.

V. ENFORCEMENT, LAWS AND ORDINANCES

This agreement shall be enforced under the laws of the State of Arizona. Contractor must comply with all applicable federal, state, and local laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

VI. MODIFICATIONS

This Agreement may only be modified by a written amendment signed by the City and the Contractor.

VII. WAIVER

The failure of either party of this Agreement to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

VIII. INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to indemnify, and hold harmless the City of Bisbee, a body politic and corporate of the State of Arizona, its board members, officers, employees, agents and other officials from all claims, damages, losses, and expenses, including but not limited to attorney's fees, reasonable court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of work or services under this Agreement, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of Contractor, or anyone for whose acts Contractor may be liable. The City of Bisbee reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder.

The amount and type of insurance required shall not in any way be construed as limiting the scope of the indemnification set forth above.

IX. INSURANCE

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$1,000,000

- Each Occurrence \$ 500,000

- a. The policy shall be endorsed to include the following additional insured language: "The City of Bisbee, its departments, agencies, boards, officers, officials, agents and employees shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$500,000

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the City of Bisbee is named as an additional insured, the City of Bisbee shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract. Contractor shall provide the City with certificates naming it as an additional insured.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the City of Bisbee. Such notice shall be sent directly to the Bisbee City Public Works Department, 118 Arizona Street, Bisbee, Arizona 85603.

D. **ACCEPTABILITY OF INSURANCE:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "AM.

Best" rating of not less than A- VII. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that

insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Bisbee City Public Works Department, Bisbee, Arizona 85603. **The City project/contract number and project description shall be noted on the certificate of insurance.** The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Contracting Agency in consultation with the Risk Management Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

X. MISCELLANEOUS PROVISIONS

- A. No assignment of this Agreement or sub-agreement shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Public Works Department. All sub-contractors shall comply with Federal and State laws and regulations which are applicable to the services covered by the sub-agreement and shall include all the terms and conditions set forth herein which shall apply with equal force to the sub-agreement, as if the sub-contractor were the Contractor referred to herein. The Contractor is responsible for Agreement performance whether or not sub-contractors are used.
- B. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Agreement. Persons requesting such information must be referred to the City.
- C. All services, information, computer program elements, reports, and other deliverables which may have a potential patent or copyright value and which are created under this Agreement shall be the property of the City and shall not be used by the Contractor or any other person except with the prior written permission of the City.
- D. This Agreement is subject to the provisions of A.R.S. § 38-511.
- E. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable Federal regulations under the Act.

XI. LEGAL ARIZONA WORKERS ACT COMPLIANCE

Contractor hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The Contractor shall further ensure that each sub-Contractor who performs any work for the Contractor under this Agreement likewise complies with the State and Federal Immigration Laws.

The City shall have the right at any time to inspect the books and records of the Contractor and any sub-Contractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of the Contractor's or any sub-Contractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting the Contractor to penalties up to and including suspension or termination of this Agreement. If the breach is by a sub-Contractor, and the sub-agreement is suspended or terminated as a result, the Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the sub-agreement or retain a replacement sub-contractor, (subject to City approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

The Contractor shall advise each sub-contractor of the City's rights, and the sub-contractor's obligations, under this Section by including a provision in each sub-agreement substantially in the following form:

"The sub-Contractor hereby warrants that it will at all times during the term of this Agreement comply with all federal laws applicable to the sub-contractor's employee and the requirements of A.R.S. § 23-214(A). The sub-contractor further agrees that the City may inspect the sub-contractor's books and records to insure that the sub-contractor is in compliance with these requirements. Any breach of this paragraph by the sub-contractor will be deemed to be a material breach of this Agreement subjecting the sub-contractor to penalties up to and including suspension or termination of this Agreement."

Any additional costs attributable directly or indirectly to remedial action under this Section shall be responsibility of the Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of the Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which the Contractor shall be entitled to an extension of time, but not costs.

XII. CONFLICT OF INTEREST

The Agreement is subject to the provisions of A.R.S. § 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 this Agreement or any extension of this Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

XIII. E-VERIFY REQUIREMENTS

To the extent applicable under A.R.S. § 41-4401, Consultant 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 A.R.S. § 23-214(A). Consultant's or its subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City. The City retains the legal right to randomly inspect the papers and records of Consultant and its subcontractors who work on this Agreement to ensure that Consultant and its subcontractors are complying with the above-mentioned warranty.

XIV. AGREEMENT SUBJECT TO APPROPRIATION

The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no

obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Consultant hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

XV. ISRAEL

To the extent A.R.S. § 35-393 through § 35-393.03 are applicable, the Parties hereby certify that they are not currently engaged in and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

XVI. FORCED LABOR OF ETHNIC UYGHURS PROHIBITED

By entering into this Agreement, Consultant certifies and agrees Consultant does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

This Agreement represents the entire agreement between the CITY and the CONTRACTOR relating to this requirement and shall prevail over any and all previous verbal and written agreements.

CONTRACTOR:

APPROVED BY:

Ben Seller, Vice President Date

Ken Budge, Mayor Date

ATTEST:

APPROVED AS TO FORM:

Nina Williams, Acting City Clerk Date

Joseph D. Estes, City Attorney Date

Exhibit "A"

TECHNICAL SPECIFICATIONS

1.01 INTRODUCTION

All equipment, tools, labor and other required items shall be provided, installed, and constructed by the Contractor to provide the Owner with complete, ready to use facilities. Contractor shall provide Owner with all written equipment warranties. All necessary materials and work required to accomplish this are the responsibility of the Contractor alone, whether or not specifically indicated on the drawings or stated in the specifications.

1.02 LOCATION

The work to be constructed is to be located at 61 Brewery Avenue, Bisbee, AZ.

1.03 UTILITY OBSTRUCTIONS

A. The Contractor, as required by law, shall call Arizona 811 for the locations of all underground utilities at least five days before the start of work. The Contractor shall verify whether known utility companies providing service in the area participate in Arizona 811 and shall directly contact non-participating utility companies to complete his/her utility investigation. The contractor is responsible for determining in advance of construction operations the location of all overhead and underground utilities that may interfere with the Contractor's construction operations. The Contractor is responsible for coordinating with the appropriate utility company to remove or relocate utility obstructions. Any utility relocations or adjustments necessary for completion of the work shall be relocated or adjusted by the Contractor, or the Contractor shall be responsible for arrangement and/or relocation of conflicting utilities by other agencies. Such work is considered incidental to the contract, and no additional compensation will be provided.

B. Additional pavement removal and replacement required to relocate utility lines will be incidental to all other contract items and no reimbursement shall be made to the Contractor for this work, if required.

1.04 CONTRACTOR'S USE OF PREMISES

A. The Contractor shall not utilize any land not indicated as being available without the written approval of the landowner.

B. The Contractor shall obtain all necessary City of Bisbee right-of-way use permits and shall follow all requirements and provide traffic control during construction activity within the public right-of-way, as per the permit issued by the entity of Jurisdiction.

C. The Contractor is obligated through this contract to conduct his work so as to not unnecessarily impede any work being done by others on or adjacent to the site.

1.05 ACCESS TO CONSTRUCTION SITES

The Contractor shall investigate access to the job site. The Engineer suggests a field visit to the job site to verify access for equipment and the need to maintain public access at all times including vehicular and pedestrian.

1.06 PROTECTION AND RESTORATION

A. If required by the Owner, all existing features and improvements shall be restored by the Contractor equivalent to the condition existing prior to construction, at no additional cost to the Owner.

B. Trees within construction areas shall be preserved to the maximum extent practical, unless specifically indicated on the plans or directed by the Engineer or Owner to be removed or altered.

C. Contractor shall reinstall all fences and restore private property removed during construction back to its original condition.

D. The Contractor shall be responsible for all damage done to persons or property directly or indirectly caused by his operations.

1.07 COMMUNICATIONS

The Contractor shall communicate any complaints about dust or noise, etc. to the Owner on the day the complaint is received. Additionally, the Contractor shall make every effort to work with citizens and utility companies to minimize inconvenience to the public.

1.08 NOISE

The Contractor shall make every reasonable effort to keep construction noise to a minimum.

1.08 DUST CONTROL

The Contractor shall prevent any dust nuisance due to his construction operations. Payment for dust control will not be made. Dust control is considered to be incidental and no additional compensation will be permitted.

1.09 SUPERVISION

The Contractor will initiate, supervise and direct all work. The Contractor will be solely responsible for the means, methods, techniques and procedures of construction. The Contractor shall have an English speaking superintendent on the job at all hours, when construction is in progress.

1.10 WORKING HOURS

Normal working hours shall be from 6:00 a.m. to 6:00 p.m. Monday through Friday, unless requirements for a specific operation dictate otherwise.

1.11 CLEAN-UP

The Contractor shall execute daily clean-up to keep the project site and adjacent properties free from accumulations of waste materials, rubbish, and windblown debris resulting from construction operations, as well as provided on-site containers for the collection of waste materials, debris, and rubbish. Waste materials, debris and rubbish shall be removed and disposed of at an approved disposal area. Upon completion and before making application for acceptance of the work, the Contractor is required to completely clean the site as directed by the Owner and no additional compensation will be made by the owner. Final acceptance of the work will not be made until the Contractor has complied to the satisfaction of the Owner with this provision. Clean-up is considered to be incidental and no additional compensation shall be permitted.

1.12 MAINTENANCE AND PROTECTION OF TRAFFIC

The Contractor shall provide all signing and personnel necessary for the maintenance and protection of the traveling public and shall be responsible for all traffic control for the duration of this project, in accordance with the requirements of the Owner and/or MAG Specifications, as applicable. The Contractor shall be responsible for compliance with the Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition and the Arizona Supplement to the MUTCD, 2009 Edition, in accordance with the requirements or conditions of the A.D.O.T. Right-of-Way Use Permit(s) issued for any/all construction programs under this contract. Further, as/if required by said permit, the Contractor is responsible for developing a traffic control plan for each site indicated on the permit and must submit to and receive written approval of the traffic control plan from the A.D.O.T. area Permits Supervisor prior to any construction activities at the site. The Contractor shall provide, operate, and maintain equipment and personnel as required to expedite public vehicular traffic flow and access in areas affected by construction operations. The Contractor shall control construction personnel's private vehicular parking to preclude interference with public and private traffic or parking.

1.13 REGULATORY REQUIREMENTS

Where required, the work shall conform to all applicable building, plumbing, mechanical, and electrical codes. All equipment and facilities provided shall meet OSHA requirements whether or not such requirements are specifically indicated or described in the contract documents. The Contractor's attention is directed to OSHA C.F.R. Part 1926 Subpart P for excavations. OSHA requires that all trenches over 5 feet deep in either hard and compact or soft and unstable soil shall be sloped, sheeted, braced or otherwise supported. The Contractor shall submit the method to be employed in these situations. A "competent person" as defined by OSHA shall be designated to the Engineer if any trenches are in excess of 5 feet in depth, and this person must be present during all trenching operations. Such "competent person" is required by this contract to inspect the work site at the end of each day for dangers to the public and to children tempted to play at unsecured work sites.

1.14 SANITATION

The Contractor shall provide suitable sanitation facilities for the use of employees at the construction site or make appropriate arrangements. Sanitation is considered to be incidental and no additional compensation shall be permitted.

1.15 GUARANTEE

The Contractor shall guarantee all work against defects of material and workmanship for the period of one year from the date of substantial completion.

1.16 MOBILIZATION

Quantities listed on the bid form and on the approved plans are estimates given solely for the purpose of indicating the scope of work and comparing bids for unit price contracts. The estimated quantities may not accurately reflect the proper measure of materials for the Contractor to purchase. The Contractor shall make his/her estimate from the construction plans to minimize shortages or

excesses of materials. No payment will be made for excess materials. After the contract is awarded, the quantities of work listed by any pay items, may be increased or decreased a reasonable amount at the discretion of the Owner, without in any way invalidating the unit bid price. The unit prices in the bid are binding on the Contractor unless there is a gross error in the estimated quantities or scope of work. The total cost of project improvements is to be paid for by the unit price listed in the bid schedule. Items which have a basis for measurement and payment herein and which are incidental to or required in the construction of the work but are not included as items in the bid schedule shall be considered an integral part of the contract, and all labor, materials, etc. required for such items shall be furnished by Contractor and the cost of same included in the unit price bid. Unit price items, complete, in place, and ready for use, shall be paid for at the unit price bid for the quantity actually installed unless these Technical Specifications provide otherwise. Payment for materials are available for inspection at the Contractor's job site yard, and for which invoices are present to the Engineer. Any equipment and materials to be paid by the Owner must be stored at a site which is fenced and secured. Above, on, or below ground obstructions, utilities, features, or improvements which interfere with the work or which must be moved, removed, and/or restored to accomplish the job are considered as incidental work for which separate payment will not be made if separate bid items are not specifically given for such in the Contract Documents. Lump sum items include all labor and materials required to provide a complete and ready-to-use installation and will be paid for at the lump sum price bid (provided the item is awarded and completed). The Owner reserves the right to delete items of work where reasonable and no claims shall be made by the Contractor for any loss of anticipated profits.

Exhibit "B"

SCOPE OF WORK FOR RETAINING WALL RECONSTRUCTION

The purpose of this Scope of Work is to describe the requirements for the reconstruction of a retaining wall located at 61 Brewery Avenue, Bisbee, Arizona, Assessor Parcel #10362290. This retaining wall is located along the east side of the parcel and is adjacent to property owned by the City of Bisbee. A portion of the wall has failed and presents an immediate safety issue.

The Scope of Work shall include but not be limited to the following: Provide all labor, materials, equipment, and supplies to perform the repairs detailed on the plans, including excavation and removal of debris from the failed retaining wall, construction of the new footing, cast in-place shotcrete retaining wall, slotted drainpipe with filter sock, fence, drainage and restoration of all disturbed areas. The project will be paid as a lump sum bid.

A non-mandatory pre-bid conference may be scheduled at the project site; 61 Brewery Avenue, Bisbee, AZ. This meeting will allow contractors an opportunity to discuss the project scope and to resolve any questions.

The safety of the contractor's employees and the public is a main priority of the City of Bisbee. Contractors are required to comply with all OSHA regulations to protect themselves and the public. The contractor shall provide the City of Bisbee with certification that a current insurance policy is in-force and complies with the minimum requirements of the City of Bisbee.

Trash, construction debris, cleared vegetation, excavated material unsuitable to be incorporated in the construction shall be removed by the contractor and shall be legally disposed of offsite in accordance with all federal, state and local regulations.

The location of existing utilities and drain lines shown on the plans are not guaranteed but indicate generally their location according to the best knowledge of the City of Bisbee. The contractor shall notify Arizona 811 and any utility companies who may have underground utilities in the vicinity not less than five (5) working days prior to the start of construction to verify the location and depths of utilities. The contractor shall take inventory of the exact location of all vaults, boxes, conduits, ducts, cables, pipe systems, etc. and shall protect said utilities. Any damage caused by operation of the contractor shall be repaired by the contractor at his own expense.

The contractor shall ensure that any vehicles or equipment utilized on this project comply with the legal load limits. The contractor shall be responsible for any damage that may result to any streets, bridges, culverts or any other structure caused by any actions or negligence of the contractor.

It is the intent to limit all construction activities to a time limit that minimizes impact to area residents. The contractor shall submit a proposed work schedule to the City of Bisbee prior to commencing construction. The City of Bisbee has the right to modify the proposed schedule if it is deemed that the proposed schedule does not comply with the City's guidelines.

There is limited space within the project area, and there are residential and commercial operations adjacent to the project site. The contractor shall make arrangements with the neighboring occupants to assure that safe access to residential and commercial operations are maintained at all times.

The contractor shall maintain a clear travel way for emergency vehicles and general access to abutting properties at all times unless authorization is obtained from the City of Bisbee to restrict traffic along the project vicinity.

Exhibit "C"

STANDARD SPECIFICATIONS

STANDARD DETAILS AND SPECIFICATIONS

INTRODUCTION

All construction methods and materials shall conform to the Maricopa Association of Governments (M.A.G.) Uniform Standard Specifications and Details for Public Works Construction (current edition); and the Standard Specifications for Road and Bridge Construction by the Arizona Department of Transportation, where applicable; and are to be considered as part of these Technical Specifications.