

# CITY OF BISBEE

## CONTRACT FOR SERVICES Architectural and Engineering Design Services for Camp Naco

**THIS CONTRACT** is made this 2<sup>nd</sup> day of January, 2024, by and between the City of Bisbee (hereinafter “the City”) and Poster Mirto McDonald, (hereinafter “the Contractor”).

**WHEREAS** the City is in need of certain services, as more particularly specified in the Notice of Solicitation designated as architectural design and engineering services, as more particularly specified in the attached Scope of Work; and as incorporated herein by reference; and

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

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

1. The Contractor promises and agrees to perform the work and to provide the services as described in the “Notice of Solicitation” and the “Specifications, Scope of Work or Requirements”, each of which is incorporated herein by reference. This work shall be provided in a good and competent manner, and to the satisfaction of the City, or its designees. This work shall also be performed in a manner that is consistent with the “Standard Terms and Conditions, City of Bisbee Contract,” which are incorporated into this Contract by reference, and any special terms and conditions which may be attached to this Contract.
2. The Contractor further agrees to provide all of the services required by this Contract in a complete and acceptable form, as such work is customarily provided according to professional standards applicable to completion of this type of service work.
3. This Contract shall remain in effect from **January 2, 2024**, through **November 30, 2024**, or for such period as may be otherwise specified in the Contract Documents.
4. The City will compensate the Contractor for its performance, and the Contractor agrees to accept as complete payment for such full performance, a sum not to exceed **\$399,801.00**.
5. The City shall have the right to reject all or any work or work product submitted under this agreement which does not meet the required specifications. In the event of any such rejection, the Contractor agrees to promptly remedy any and all deficiencies. No compensation shall be due for any rejected work until such deficiencies have been corrected and corrected at the Contractor’s sole cost.
6. Payment shall be made by the City to the Contractor on the basis of invoices detailing the work included within each billing period. The Contractor’s billing period shall be on a bi-weekly basis.

7. All notices, invoices and payment shall be made in writing and may be given by personal delivery or by mail. The names and addresses of the designated recipients for such notices, invoices and payments are as follows:

TO CONTRACTOR: **Poster Mirto McDonald**  
317 N. Court Ave  
Tucson, AZ 85701

TO CITY: **City of Bisbee**  
**76 Erie Street**  
**Bisbee, Arizona 85603**

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

**APPROVED:**  
CITY OF BISBEE

By

  
\_\_\_\_\_

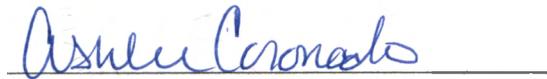
**Ken Budge, Mayor**

**APPROVED:**  
CONTRACTOR

  
\_\_\_\_\_

Name: **Poster Mirto McDonald**  
Title: **by: Corky Poster, Architect/Sec.Treas.**  
Address: **317 N. Court Ave**  
**Tucson, AZ 85701**

**ATTEST:**

  
\_\_\_\_\_

Ashlee Coronado, City Clerk

**APPROVED AS TO FORM:**

  
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Joseph D. Estes, City Attorney  
Gust Rosenfeld, P.L.C