



Professional Services Agreement Historic Building Structure Report

THIS AGREEMENT is made and entered into this 5th day of January, 2021 by and between the CITY OF BISBEE, hereinafter referred to as the "City", and Poster Mirto McDonald hereinafter referred to as the "Contractor".

I. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide a Historic Building Structure Report 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 contractor shall receive \$33,331.

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

Contractor: Corky Poster
PMM
317 North Court Ave
Tucson, AZ 85701
520-882-6310

City: City of Bisbee
Jason Macoviak
Library Services Manager
Copper Queen Library
6 Main Street
Bisbee, AZ 85603
520-432-4232
jmacoviak@bisbeeaz.gov

III. DURATION AND RENEWAL

This Contract shall be in effect for a period of twelve weeks from the notice to proceed, and may be extended upon the mutual agreement of the parties.

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 Consultant 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. INDEPENDENT CONTRACTOR

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint ventures, 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 party for any purpose whatsoever.

The Contractor is advised that taxes or social security payments shall not be withheld from a City payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

VII. MODIFICATIONS

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

VIII. 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.

IX. 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.

X. INSURANCE

Contractor must maintain its own insurance.

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 service.

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.

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:



Poster Mirto McDonald Date

APPROVED BY:



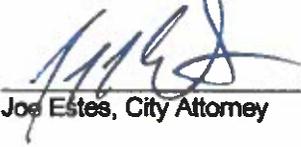
Ken Budge, Mayor 1/12/2021
Date

ATTEST:



Ashlee Coronado, City Clerk 1/14/2021
Date

APPROVED AS TO FORM:



Joe Estes, City Attorney 1/11/2021
Date

Exhibit "A" Scope of Services and Fees



**POSTER
MIRTO
McDONALD**
ARCHITECTURE
PLANNING
PRESERVATION

DATE: November 23, 2020

TO: Theresa Coleman, City Manager
City of Bisbee
915 South Tovreaville Road, Bisbee, AZ

FROM: Corky Poster, *Poster Mirto McDonald, Inc.*

RE: Historic Building Structure Report, Copper Queen Library

BASE TASK #	PMM - Prime Consultant TASK DESCRIPTION	PMM Staffing	PMM Rate	PMM Hours	PMM Fee/Task	Con-consult	Consult Fee	Total Fee/Task
1	Introduction - Introductory information, why the report is being done, proposed adaptive uses (if known), a summary of the methods used to create the report	Principal	\$ 149.57	2	\$ 299			
		Arch. Assoc.	\$ 64.10		\$ -			
					\$ -	L-S	\$ 1,200	\$ 1,499
2	Historical Overview - A detailed as possible history of the structure, significant personal history associated with it, a summary history.	Principal	\$ 149.57	2	\$ 299			
		Arch. Assoc.	\$ 64.10		\$ -			
					\$ -	L-S	\$ 1,500	\$ 1,799
3	Setting/Environmental/Function Context - A description of structure's existing setting (how it physically and functionally fits within the surrounding area)	Principal	\$ 149.57	2	\$ 299			
		Arch. Assoc.	\$ 64.10		\$ -			
					\$ -	L-S	\$ 1,200	\$ 1,499
4	Architectural and Landscape Overview - Site, structural system or type, exterior and interior detailing stylistic elements, character-defining features,	Principal	\$ 149.57	2	\$ 299			
		Arch. Assoc.	\$ 64.10		\$ -			
					\$ -	L-S	\$ 1,200	\$ 1,499
5	Site Visit - Gather information for the creation of measured base drawings of the project, creating a 3-dimensional digital model in REVIT. (BIM).	Principal	\$ 149.57	8	\$ 1,197			
		Arch. Assoc.	\$ 64.10	6	\$ 385			
		Arch. Assoc.	\$ 52.80	10	\$ 528			\$ 2,109
6	Base Drawings - From this information the architectural team will create a digital REVIT drawing to share with the engineering consultants.	Principal	\$ 149.57	0	\$ -			
		Arch. Assoc.	\$ 64.10	10	\$ 641			
		Arch. Assoc.	\$ 52.80	10	\$ 528			\$ 1,169
7	Engineering Site Visit - Utilizing the base drawings, the entire architecture and engineering team will make 1/2 day site visit investigate building systems	Principal	\$ 149.57	6	\$ 897	MWG	\$ 1,000	
		Arch. Assoc.	\$ 64.10		\$ -	KC	\$ 1,000	
					\$ -	HyL	\$ 800	\$ 3,697
8	Engineer Reports - Each engineer will prepare a stand-alone report in a common format to describe the existing systems; deficiencies; safety; code; etc.	Principal	\$ 149.57	2	\$ 299	MWG	\$ 6,000	
		Arch. Assoc.	\$ 64.10		\$ -	KC	\$ 4,800	
					\$ -	HyL	\$ 2,200	\$ 13,299
9	Architect Reports - Prepare a stand-alone report to describe the existing architectural systems; deficiencies; code; efficiency; sustainability; historic	Principal	\$ 149.57	12	\$ 1,795			
		Arch. Assoc.	\$ 64.10	12	\$ 769			\$ 2,564
					\$ -			
10	Solar/Renewable Energy Retrofit - Assess building for future consideration of solar/renewable energy retrofit.	Principal	\$ 149.57	2	\$ 299			
		Arch. Assoc.	\$ 64.10		\$ -			\$ 299
					\$ -			
11	Composite Report - PMM will assemble the historical, structural, mechanical, electrical, and architectural reports into one composite document	Principal	\$ 149.57	6	\$ 897			
		Arch. Assoc.	\$ 64.10		\$ -			\$ 897
					\$ -			
12	Comprehensive Cost Estimate - The engineers and the architectural team will work with Compusult to develop a comprehensive cost estimate.	Principal	\$ 149.57	2	\$ 299	Comp	\$ 2,500	
		Arch. Assoc.	\$ 64.10		\$ -			
				0	\$ -		\$ 2,799	
Total Professional Fees				94	\$ 9,731		\$ 23,400	\$ 33,131
Reimbursable Expenses								\$ 200
TOTALS								\$ 33,331

Thank you.
Corky Poster, Architect/Planner

Timeline: 12 weeks from NTP to Final Report
Note: Fee was reduced to match available funds