City of Benson
City Council Communication

Regular Meeting **June 22, 2015**

To: Mayor and Council Agenda Item # 2

From: Bradley J. Hamilton, P.E. Director of Public Works/City Engineer

Subject:

Independent Contractor's Agreement for Consulting Professional Planning Services on an As-Needed Basis

Discussion:

Earlier this year, the Planning and Zoning Department released a Request for Proposal (RFP) for On Call Professional Planning Services. We receive 8 responses. The responses were reviewed and graded by 3 planning professionals within Cochise County and by 1 staff member who reviewed and compiled the rankings.

The City of Benson Department of Planning and Zoning respectfully requests the Mayor and Council's approval of the Professional Planning Services Contract with 2 Professional Planning Services firms. The firms are:

RICK Engineering
Bowman Consulting Group

The attached contract has been negotiated to provide Professional Planning Services as outlined in the Scope of Work, attached to the contract as Exhibit "A". Payment for these services is based upon an hourly rate as outlined in the Rate Schedule, attached to each contract as Exhibit "B". Payment will be based on services rendered. The contracts provide that each firm will only provide those services specifically requested by the Planning and Zoning Department.

Staff Recommendation:

Approval of Independent Contractor's Agreements Professional Planning Services on an As-Needed Basis With RICK Engineering and Bowan Consulting Group

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into between City of Benson, a body politic and corporate (the "City"), and _RICK Engineering_ (the "Contractor").

RECITALS

WHEREAS, City requires the services of a CONTRACTOR qualified to perform as-needed planning services for the City, including of proposed developments papers and plans submitted to the City by land owners within the City looking to develop their respective properties; and,

WHEREAS, CONTRACTOR is qualified and willing to provide such services; and

WHEREAS, pursuant to the City's Request for Proposals for Planning Services, Contractor's proposal was found to be the most advantageous to the City.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - TERM AND EXTENSION/RENEWAL

This Contract shall be for the one-year period commencing on June 22, 2015. The City reserves the option to be able to extend Contractor's service to the City for up to three additional one-year periods. Such extension shall be issued in the form of a written notification issued by the City Manager.

ARTICLE II - SCOPE

CONTRACTOR shall perform the scope of services set forth in Exhibit A to this Agreement. CONTRACTOR shall perform all its work in accordance with the terms of the contract and to the best of the CONTRACTOR'S ability. CONTRACTOR shall employ suitably-trained and skilled professional personnel to perform all consultant services under this Contract, including those identified in Request for Proposal issued by the City and Contractor's response thereto.

Any software Contractor licenses (or purchases) shall be titled in the City's name. At the termination of this Agreement, Contractor shall transfer any licenses improperly licensed to the City without charge.

ARTICLE III - PAYMENT

In consideration of the services specified in this Contract, the City agrees to pay CONTRACTOR rates as listed in Schedule B, attached hereto. The City shall issue payment to Contractor on a monthly basis in accordance with Contractor's certified and approved pay applications.

ARTICLE IV -INSURANCE

CONTRACTOR shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

a) Commercial General Liability in the amount of $1,000,000.00 combined, single limit Bodily Injury and Property Damage. City of Benson is to be named as an additional insured for all operations performed within the scope of the Agreement between City of Benson and Contractor;

b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Agreement with limits in the amount of $1,000,000.00 combined single limitor$1,000,000.00 Bodily Injury, $1,000,000.00 Property Damage;

c) Professional liability insurance in the amount of $1,000,000.00; and,

d) If required by law, workers' compensation coverage including employees liability coverage.

CONTRACTOR shall provide City with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice of cancellation, non-renewal or material change.

ARTICLE V -INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless City, its elected officials, officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto arising out of any act, omission, fault or negligence by the CONTRACTOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract. The amount and type of insurance requirements separately set forth in this agreement will in no way be construed as limiting the scope of indemnity the Contractor shall provide. Contractor's duty to defend shall be a separate and distinct obligation from the duty to indemnify the City and is enforceable regardless of fault or negligence. Contractor's indemnification and defense duties shall survive the termination of this agreement.

ARTICLE VI -COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Cochise County. Any changes in the

governing laws, rules, and regulations during the terms of this Contract shall apply but do not require an amendment.

ARTICLE VII -INDEPENDENT CONTRACTOR

The status of the CONTRACTOR shall be that of an independent contractor. Neither CONTRACTOR, nor CONTRACTOR's officers, agents or employees shall be considered employees of City of Benson or be entitled to receive any employment-related fringe benefits under the City of Benson employment or merit system. CONTRACTOR shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold City harmless from any and all liability which City may incur because of CONTRACTOR's failure to pay such taxes. CONTRACTOR shall be solely responsible for program development and operation.

ARTICLE VIII -SUBCONTRACTOR

CONTRACTOR will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of City to pay or see to the payment of any money due any subcontractor, except as may be required by law.

ARTICLE IX -ASSIGNMENT

CONTRACTOR shall not assign its rights to this Contract, in whole or in part, without prior written approval of the City. Approval may be withheld at the sole discretion of City, provided that such approval shall not be unreasonably withheld.

ARTICLE X -NON-DISCRIMINATION; ADA

CONTRACTOR shall not discriminate against any City employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out CONTRACTOR's duties pursuant to this Contract. CONTRACTOR shall comply with the provisions of Executive Orders 75-5, as amended by Executive Order 99-4, which are incorporated into this Contract by reference as if set forth in full herein. CONTRACTOR further shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

ARTICLE XI - AUTHORITY TO CONTRACT

Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that City does not have authority to enter into this Contract,

City shall not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.

ARTICLE XII - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

ARTICLE XIII - TERMINATION; CANCELLATION

City reserves the right to terminate this Contract at any time and without cause by serving upon CONTRACTOR 30 days advance written notice of such intent to terminate. In the event of such termination, the City's only obligation to CONTRACTOR shall be payment for services rendered prior to the date of termination.

This Contract may be terminated at any time without advance notice and without further obligation to the City when the CONTRACTOR is found by City to be in default of any provision of this Contract.

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining City or other public entity obligations under this Contract. In the event of such termination, City shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

ARTICLE XIV - NOTICE

Any notice required or permitted to be given under this Contract shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

CITY:

William Stephens
City of Benson
P.O. Box 2223
Benson AZ 85602
(520) 586-2245
www.cityofbenson.com

CONTRACTOR:

Brian Mooney, AICP
RICK Engineering
3945 East Fort Lowell Road, Suite 111
Tucson AZ 85712
(520) 795-1000

ARTICLE XV - NON-EXCLUSIVE CONTRACT

CONTRACTOR acknowledges that this Contract is nonexclusive and is for the sole convenience of City. The City reserves the right to obtain like services from other sources for any reason.

ARTICLE.XVI - OTHER DOCUMENTS

CONTRACTOR and City in entering into this Contract have relied upon information provided in CONTRACTOR's proposal. This document together with the City's Request for Proposal are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract or the Request for Proposal.

ARTICLE XVII - REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE XVIII - SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARTICLE XIX - BOOKS AND RECORDS

CONTRACTOR shall keep and maintain proper and complete books, records and accounts, which shall be open at all reason able times for inspection and audit by duly authorized representatives of City.

In addition, CONTRACTOR shall retain all records relating to this contract at least5 years after termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

ARTICLE XX - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous understandings or agreements, whether oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered, or extended only by a written amendment executed by the parties. Although the terms of this contract may vary from those contained in the Proposal or solicitation, the parties agree that all such variances were the product of negotiations following award.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date of the City's execution below.

CONTRACTOR

Brian F. Mooney AICP
Rick Engineering Company

DATE: 6/16/15

CITY OF BENSON

CONRACTOR

DATE: _____

TONEY D. KING, SR., Mayor

ATTEST:

VICKI L. VIVIAN, CMC, City Clerk

APPROVED AS TO FORM:

Mesch, Clark & Rothschild, P.C.,
City Attorney, by GARY COHEN

22C8287

Exhibit A

1. This scope of work provides for consultant planning services on an "as needed" basis. The work includes complex technical and professional elements related to land use planning in the State of Arizona and the City of Benson. All work shall be performed to City standards, or other standards approved by the Zoning Administrator.

2. The City reserves the right to modify the essential functions for this request at any time.

3. Provide assistance to City staff regarding master plan applications and/or other land use applications, including traffic studies, within designated areas of the City.

4. Manage and coordinate communication among staff, applicants, and other contracted firms.

5. Preform code review of the master plan and/or other land use applications to determine whether applications meet development regulations.

6. Describe any conflicts between the application(s) and the existing development regulations, the basis of such conflicts and make recommendations on how to address or alleviate said conflicts.

7. Recommend specific changes for both the master plan and/or other land use applications as well as recommending specific changes to development regulation policies, objectives and practices to facilitate ease of integration while meeting smart growth and sustainable development best practices.

8. Perform field investigations and gather, analyze, interpret and report on land use and land characteristic data regarding master plan, block plat, subdivision and/or site plan applications.

9. Prepare for and attend meetings to provide technical information and advice, perform follow up research as necessary and make recommendations based on the findings.

Exhibit B

Principal Consultant (Special Projects)	$225.00
Principal	200.00
Associate Principal	185.00
Associate/Manager	170.00
Principal Project Engineer/Manager	130.00
Associate Project Engineer/Manager	120.00
Assistant Project Engineer/Manager	110.00
Principal Engineering Designer	100.00
Associate Engineering Designer	92.00
Assistant Engineering Designer	85.00
Principal Engineering Drafter	80.00
Associate Engineering Drafter	72.00
Assistant Engineering Drafter	65.00
Principal Project Planner	130.00
Senior Project Planner	120.00
Assistant Project Planner	110.00
Senior Planner	100.00
Associate Planner	92.00
Assistant Planner	85.00
Senior Planning Technician	80.00
Associate Planning Technician	72.00
Assistant Planning Technician	65.00
Principal Landscape Architect/Manager	130.00
Associate Landscape Architect/Manager	120.00
Assistant Landscape Architect/Manager	110.00
Principal Landscape Designer	100.00
Associate Landscape Designer	92.00
Assistant Landscape Designer	85.00
Principal Landscape Drafter	80.00
Associate Landscape Drafter	72.00
Assistant Landscape Drafter	65.00
Principal Water Resources Designer	100.00
Associate Water Resources Designer	92.00
Assistant Water Resources Designer	85.00
Survey Manager	125.00
Assistant Survey Coordinator	100.00
Construction Surveillance Technician	100.00
One-person Survey Party	120.00
Two-person Survey Party	160.00
Three-person Survey Party	200.00
High Definition Scanning (One Person Crew)	200.00
High Definition Scanning (Two Man Crew)	240.00
Principal Survey Analyst	100.00
Associate Survey Analyst	92.00
Assistant Survey Analyst	85.00
Expert Witness	400.00

Court Appearance per half day or part 1,600.00
Associate Project Administrator 50.00
Assistant Project Administrator 45.00
Administrative Assistant 40.00

When authorized, overtime shall be charged at the listed rates times 1.3.
Unless otherwise agreed upon, we shall charge, at cost, for printing, reproduction, deliveries, transportation, and other expenses.
A ten (10) percent fee for administration and handling will be added to all subcontracted services.

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into between City of Benson, a body politic and corporate (the "City"), and __BOWMAN CONSULTING___ (the "Contractor").

RECITALS

WHEREAS, City requires the services of a CONTRACTOR qualified to perform as-needed planning services for the City, including of proposed developments papers and plans submitted to the City by land owners within the City looking to develop their respective properties; and,

WHEREAS, CONTRACTOR is qualified and willing to provide such services; and

WHEREAS, pursuant to the City's Request for Proposals for Planning Services, Contractor's proposal was found to be the most advantageous to the City.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - TERM AND EXTENSION/RENEWAL

This Contract shall be for the one-year period commencing on June 22, 2015. The City reserves the option to be able to extend Contractor's service to the City for up to three additional one-year periods. Such extension shall be issued in the form of a written notification issued by the City Manager.

ARTICLE II - SCOPE

CONTRACTOR shall perform the scope of services set forth in Exhibit A to this Agreement. CONTRACTOR shall perform all its work in accordance with the terms of the contract and to the best of the CONTRACTOR'S ability. CONTRACTOR shall employ suitably-trained and skilled professional personnel to perform all consultant services under this Contract, including those identified in Request for Proposal issued by the City and Contractor's response thereto.

Any software Contractor licenses (or purchases) shall be titled in the City's name. At the termination of this Agreement, Contractor shall transfer any licenses improperly licensed to the City without charge.

ARTICLE III - PAYMENT

In consideration of the services specified in this Contract, the City agrees to pay CONTRACTOR rates as listed in Schedule B, attached hereto. The City shall issue payment to Contractor on a monthly basis in accordance with Contractor's certified and approved pay applications.

ARTICLE IV -INSURANCE

CONTRACTOR shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

a) Commercial General Liability in the amount of $1,000,000.00 combined, single limit Bodily Injury and Property Damage. City of Benson is to be named as an additional insured for all operations performed within the scope of the Agreement between City of Benson and Contractor;

b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Agreement with limits in the amount of $1,000,000.00 combined single limitor$1,000,000.00 Bodily Injury, $1,000,000.00 Property Damage;

c) Professional liability insurance in the amount of $1,000,000.00; and,

d) If required by law, workers' compensation coverage including employees liability coverage.

CONTRACTOR shall provide City with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice of cancellation, non-renewal or material change.

ARTICLE V -INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless City, its elected officials, officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto arising out of any act, omission, fault or negligence by the CONTRACTOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract. The amount and type of insurance requirements separately set forth in this agreement will in no way be construed as limiting the scope of indemnity the Contractor shall provide. Contractor's duty to defend shall be a separate and distinct obligation from the duty to indemnify the City and is enforceable regardless of fault or negligence. Contractor's indemnification and defense duties shall survive the termination of this agreement.

ARTICLE VI -COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Cochise County. Any changes in the

governing laws, rules, and regulations during the terms of this Contract shall apply but do not require an amendment.

ARTICLE VII -INDEPENDENT CONTRACTOR

The status of the CONTRACTOR shall be that of an independent contractor. Neither CONTRACTOR, nor CONTRACTOR's officers, agents or employees shall be considered employees of City of Benson or be entitled to receive any employment-related fringe benefits under the City of Benson employment or merit system. CONTRACTOR shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold City harmless from any and all liability which City may incur because of CONTRACTOR's failure to pay such taxes. CONTRACTOR shall be solely responsible for program development and operation.

ARTICLE VIII -SUBCONTRACTOR

CONTRACTOR will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of City to pay or see to the payment of any money due any subcontractor, except as may be required by law.

ARTICLE IX -ASSIGNMENT

CONTRACTOR shall not assign its rights to this Contract, in whole or in part, without prior written approval of the City. Approval may be withheld at the sole discretion of City, provided that such approval shall not be unreasonably withheld.

ARTICLE X -NON-DISCRIMINATION; ADA

CONTRACTOR shall not discriminate against any City employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out CONTRACTOR's duties pursuant to this Contract. CONTRACTOR shall comply with the provisions of Executive Orders 75-5, as amended by Executive Order 99-4, which are incorporated into this Contract by reference as if set forth in full herein. CONTRACTOR further shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

ARTICLE XI - AUTHORITY TO CONTRACT

Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that City does not have authority to enter into this Contract,

City shall not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.

ARTICLE XII - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

ARTICLE XIII - TERMINATION; CANCELLATION

City reserves the right to terminate this Contract at any time and without cause by serving upon CONTRACTOR 30 days advance written notice of such intent to terminate. In the event of such termination, the City's only obligation to CONTRACTOR shall be payment for services rendered prior to the date of termination.

This Contract may be terminated at any time without advance notice and without further obligation to the City when the CONTRACTOR is found by City to be in default of any provision of this Contract.

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining City or other public entity obligations under this Contract. In the event of such termination, City shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

ARTICLE XIV - NOTICE

Any notice required or permitted to be given under this Contract shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

CITY:

William Stephens
City of Benson
P.O. Box 2223
Benson AZ 85602
(520) 586-2245
www.cityofbenson.com

CONTRACTOR:

Jessica Sarkissian
Bowman Consulting
1295 W. Washington Street; Suite 108
Tempe, AZ 85281
480-267-9973
jsarkissian@bowmancg.com

ARTICLE XV - NON-EXCLUSIVE CONTRACT

CONTRACTOR acknowledges that this Contract is nonexclusive and is for the sole convenience of City. The City reserves the right to obtain like services from other sources for any reason.

ARTICLE.XVI - OTHER DOCUMENTS

CONTRACTOR and City in entering into this Contract have relied upon information provided in CONTRACTOR's proposal. This document together with the City's Request for Proposal are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract or the Request for Proposal.

ARTICLE XVII - REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE XVIII - SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARTICLE XIX - BOOKS AND RECORDS

CONTRACTOR shall keep and maintain proper and complete books, records and accounts, which shall be open at all reason able times for inspection and audit by duly authorized representatives of City.

In addition, CONTRACTOR shall retain all records relating to this contract at least5 years after termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

ARTICLE XX - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous understandings or agreements, whether oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered, or extended only by a written amendment executed by the parties. Although the terms of this contract may vary from those contained in the Proposal or solicitation, the parties agree that all such variances were the product of negotiations following award.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date of the City's execution below.

By: _____

PRINCIPAL
Title

Date: 6-8-15

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing instrument was acknowledged before me, a notary public, this 8th day of June, 2015, by , as of ***Bowman Consulting Group***, a(n) VIRGINIA corporation, who being authorized to do so, executed the foregoing instrument on behalf of the corporation for the purposes stated therein.

Linda Heaps
Notary Public

My Commission Expires: 8-14-17

Linda Heaps
Notary Public
Pinal County, Arizona
My Comm. Expires 08-14-17

CITY OF BENSON, a political subdivision of the State of Arizona

By: _____
TONEY D. KING, SR., Mayor

Date: _____

ATTEST:

_____
VICKI L. VIVIAN, CMC, City Clerk

APPROVED AS TO FORM:

_____
Mesch, Clark & Rothschild, P.C.,
City Attorney, by GARY COHEN

Exhibit A

1. This scope of work provides for consultant planning services on an "as needed" basis. The work includes complex technical and professional elements related to land use planning in the State of Arizona and the City of Benson. All work shall be performed to City standards, or other standards approved by the Zoning Administrator.

2. The City reserves the right to modify the essential functions for this request at any time.

3. Provide assistance to City staff regarding master plan applications and/or other land use applications, including traffic studies, within designated areas of the City.

4. Manage and coordinate communication among staff, applicants, and other contracted firms.

5. Preform code review of the master plan and/or other land use applications to determine whether applications meet development regulations.

6. Describe any conflicts between the application(s) and the existing development regulations, the basis of such conflicts and make recommendations on how to address or alleviate said conflicts.

7. Recommend specific changes for both the master plan and/or other land use applications as well as recommending specific changes to development regulation policies, objectives and practices to facilitate ease of integration while meeting smart growth and sustainable development best practices.

8. Perform field investigations and gather, analyze, interpret and report on land use and land characteristic data regarding master plan, block plat, subdivision and/or site plan applications.

9. Prepare for and attend meetings to provide technical information and advice, perform follow up research as necessary and make recommendations based on the findings.

Exhibit B

Team Member		Rate
Project Manager/ Sr. Land Planner	$	100.00
Sr. Project Engineer	$	135.00
Water Resources / Project Engineer	$	105.00
Sr. Traffic Consultant (sub)	$	115.00
Administrative Assistant	$	55.00