

MASTER SERVICES AGREEMENT

This Agreement for Professional Consulting Services (the "Agreement") is made as of this 5th day of May, 2026 by and between the City of Bisbee, 118 Arizona Street, Bisbee, Arizona 85603 ("Client") and Dibble & Associates Consulting Engineers, Inc., dba Dibble, an Arizona corporation ("Consultant") for Airport Engineering Services for Bisbee Municipal Airport (the "Project").

ARTICLE 1. PARTIES TO AGREEMENT

Pursuant to this Agreement, Client engages Consultant for the purpose of obtaining the professional services described in Article 2. In consideration of the mutual promises of the parties set forth herein, the parties hereto agree as follows:

ARTICLE 2. SCOPE OF SERVICES

This Agreement shall act as a Master Agreement for the term described in Article 11. The scope of services included in this Agreement consist generally of professional planning, engineering, construction administration, inspection, and other related services for public works improvements at and within the general vicinity of Bisbee Municipal Airport. Consultant's services and associated fees shall be negotiated on a Task Order basis under this Agreement, and Consultant's services shall be limited to the scope of services and fees agreed to for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement. Task Orders shall be in accordance with **Exhibit A**, attached and made part of this agreement. Unless modified in writing by the parties, Consultant's services and fee shall be limited to the scope of services and fee proposal defined in each Task Order.

ARTICLE 3. STANDARD OF PERFORMANCE

Consultant represents that it has the experience and knowledge to provide the professional consulting services required under this Agreement, and that it shall conduct its work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the region where the Project is located.

ARTICLE 4. COMPLIANCE WITH LAWS

Consultant agrees to comply, and to require that its employees and subconsultants comply, with applicable federal, state and local laws, codes, standards, and regulations that are in effect at the time the services are performed under this Agreement.

ARTICLE 5. COMPENSATION TO CONSULTANT

The method of compensation to Consultant shall be agreed upon and included in each Task Order. For each duly executed Task Order, Consultant shall present monthly invoices for Professional Services earned and Reimbursable Expenses incurred, and Client shall pay the full amount thereof within 30 days after presentation.

Monthly invoices shall be presented to the following:

Matthew Gurney
Public Works Director
118 Arizona Street
Bisbee, Arizona 85603

Remittances shall be made to the following:

Dibble & Associates Consulting Engineers, Inc.
dba Dibble
3020 East Camelback Road, Suite 201
Phoenix, AZ 85016

ARTICLE 6. SUSPENSION OF WORK

Consultant shall not be responsible for delay or suspension of work in the event of delays or suspension of work caused by natural catastrophes, war, riot, strikes, and/or other events or circumstances beyond the control of Consultant, its employees, agents or subconsultants.

ARTICLE 7. INSURANCE

Consultant agrees to purchase and maintain, at its own cost and expense, at all times during the performance of the Agreement, the following insurance: (i) commercial general liability, insuring against claims for bodily injury, personal injury, death or property damage; (ii) business automobile liability; (iii) employer's liability and statutory worker's compensation; (iv) professional liability.

All such insurance shall: (i) be primary and not contributing with any insurance in the name of or for the benefit of Client, with respect to claims arising from work performed by Consultant; (ii) with respect to the workers' compensation, employer's liability and commercial general and automobile liability policies, provide a waiver of the right of subrogation against Client; (iii) except on worker's compensation and professional liability, name Client as additional insureds utilizing Insurance Services Office (ISO) additional insured endorsement or its equivalent; and (iv) provide at least thirty (30) days prior written notice to Client of any cancellation, alteration, reduction or non-renewal of coverage.

Prior to rendering any services which are the subject of the Agreement, and in any event within five (5) days after the execution of the Agreement, Consultant shall furnish to Client evidence of insurance, and a copy of the endorsements referenced above reflecting Consultant's compliance with these requirements. Consultant shall furnish Client with new evidence of insurance and new endorsements whenever (i) coverage is materially modified, or (ii) if any insurance policy is due to expire during the term of the Agreement, not less than fifteen (15) calendar days prior to the expiration date.

Consultant's insurance as required herein shall be issued by insurance companies with a rating of not less than A:IX in the current A.M. Best's Insurance Guide.

Consultant shall provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

a. General Aggregate	\$4,000,000
b. Products – Completed Operations Aggregate	\$4,000,000
c. Personal and Advertising Injury	\$2,000,000
d. Blanket Contractual Liability – Written and Oral	\$2,000,000
e. Each Occurrence	\$2,000,000

2. **Business Automobile Liability**
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

a. Combined Single Limit (CSL)	\$1,000,000
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3. **Employer's Liability and Worker's Compensation**

a. Workers' Compensation	Statutory
b. Employers' Liability Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

4. **Professional Liability**

a. Each Claim	\$5,000,000
b. Annual Aggregate	\$5,000,000

ARTICLE 8. INDEPENDENT CONTRACTOR

It is hereby acknowledged and agreed by the parties that Consultant is an independent contractor and shall not be deemed to be an employee, agent, partner, or joint venturer of Client. Consultant shall be responsible for the means and methods for completing the scope of services.

ARTICLE 9. ASSIGNS AND SUBCONTRACTS

Consultant shall not assign, subcontract or otherwise transfer any interests in this Agreement or delegate any duties under this Agreement without the prior written consent of Client.

ARTICLE 10. INDEMNIFICATION

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold Client, its employees, officers, directors or representatives, harmless, from and against all liability, claims, losses, costs, expenses and fees (including reasonable attorneys' fees and costs and court costs), for loss or damages to the extent the loss or damages result from the negligent acts, errors, omissions, or mistakes caused by Consultant or its employees, subconsultants or representatives. Consultant and Client agree that, to the extent that Client has a waiver of consequential damages clause in the Prime Contract, either party shall not be liable to the other under this Agreement for any consequential, special, contingent, or penal damages, including

but not limited to loss of revenue, loss of profit, operating costs, or business interruption losses, regardless of cause, including breach of contract, tort (including sole or concurrent negligence), strict liability, or otherwise.

ARTICLE 11. DURATION AND TERMINATION

(A) Duration: This Agreement shall remain in effect for a duration of five (5) years from the date of the Agreement or until the completion of all services identified in Article 2, whichever occurs last, notwithstanding provisions designated in Paragraph E of this Article.

(B) Termination for cause: Client may terminate this Agreement at any time upon 10 days written notice to Consultant if Consultant fails to perform pursuant to the terms of this Agreement. The 10-day notice to Consultant shall specify the grounds for Consultant's termination, and termination shall be effective if Consultant has not remedied such failure within 10 days from the date of notice.

If Consultant remedies such failure to perform within the 10-day period allowed above, Client may terminate the Agreement if there is a subsequent repetition of the same or similar failure, without giving Consultant opportunity to remedy the failure.

(C) Termination without cause: Client may terminate this Agreement without cause at any time upon 30 days written notice to Consultant.

(D) Compensation following termination: In the event of termination, Consultant shall be compensated for services performed hereunder up to the termination date.

(E) Survival after termination: The obligations under Article 10 and the insurance obligations shall survive any termination of this Agreement.

ARTICLE 12. ATTORNEYS' FEES

In the event of any litigation concerning the rights or obligations of the parties to this Agreement, the prevailing party shall be entitled to recover reasonable expenses, including reasonable attorneys' fees.

ARTICLE 13. CHOICE OF LAW

It is the intention of Client and Consultant that this Agreement and the performance hereunder shall be interpreted pursuant to the laws of the State of Arizona. Any action or proceeding arising out of this Agreement shall be governed by the laws of the State of Arizona to the exclusion of the law of any other forum.

ARTICLE 14. DISPUTE RESOLUTION

Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to a negotiation session as a condition precedent to mediation. Client and Consultant shall endeavor to resolve claims, disputes, and other matters in question during the negotiation session. The negotiation session shall be attended by Client and Consultant or their authorized representatives who shall have the authority to bind the parties. The negotiation session shall take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the negotiation session, the parties shall exchange relevant information that will assist in resolving the claim, dispute, or controversy.

If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a dispute through mediation, the parties shall mutually agree on a method of binding dispute resolution, either litigation in a court of competent jurisdiction or arbitration administered by the American Arbitration Association.

ARTICLE 15. ENTIRE AGREEMENT

This Agreement represents the entire contract between Client and Consultant and supersedes all prior negotiations, representations or agreements whether written or oral. No addition to or modification or waiver of any provisions of this Agreement shall be binding on either party unless made in writing by authorized representatives of Client and Consultant.

ARTICLE 16. OWNERSHIP OF DOCUMENTS

All reports, drawings, plans, specifications, electronic files, field data, cost estimates, notes and other documents prepared by the Consultant as instruments of service shall become and remain the property of the Client upon final payment to the Consultant. Consultant shall be entitled to retain a copy of all project documents. If these documents are altered, modified or adapted without the written consent of the Consultant, which consent the Consultant may not unreasonably withhold, the Client agrees to hold the Consultant harmless to the extent permitted by law from the legal liability arising out of the Client's alteration, modification or adaptation of the documents.

ARTICLE 17. SEVERABILITY

If any provisions of this Agreement are held to be in violation of any law or ordinance, those provisions shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. Client and Consultant shall attempt in good faith to replace any invalid or unenforceable provisions of this Agreement with provisions that are valid and enforceable and that approximate as nearly as possible the intention of the original provisions.

ARTICLE 18. 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.

ARTICLE 19. 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.

ARTICLE 20. 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.

ARTICLE 21. 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.

ARTICLE 22. 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.

ARTICLE 18. SIGNATORIES

Unless otherwise specified below, the following signatories are the authorized representatives upon whose decision and information each party may rely for performance of this Agreement. Any approval or notice required hereunder shall be deemed to have been properly provided if given to these signatories or to such parties and/or addresses as these signatories may subsequently designate.

IN WITNESS WHEREOF, this Agreement is made as of the day and year written above.

CONSULTANT:

Dibble & Associates Consulting Engineers, Inc.
dba Dibble
3020 East Camelback Road, 201
Phoenix, AZ 85016

By: 

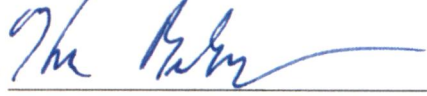
Printed Name: Ryan Toner

Title: Vice President

Date: 05/05/2026

CLIENT

City of Bisbee
118 Arizona Street
Bisbee, AZ 85603

By: 

Printed Name: Ken Budge

Title: Mayor

Date: May 5, 2026

EXHIBIT A
TASK ORDER

Task Order No: _____

Issued under the authority of Master Services Agreement between the City of Bisbee (Client) and
Dibble & Associates Consulting Engineers, Inc., dba Dibble (Consultant) dated
_____.

Task Order Title: _____

Effective Date: _____

SCOPE OF WORK: Scope of Work as outlined in the RFQ is attached below.

(Scope of Work to be inserted here or Fee Proposal to be referenced and attached.)

COMPENSATION: Dibble 2026-2027 Billing Rates for City of Bisbee attached below.

(Amount and method of compensation to be inserted here or Fee Proposal to be referenced and attached.)

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CONSULTANT:

Dibble & Associates Consulting Engineers, Inc.
dba Dibble
3020 East Camelback Road, 201
Phoenix, AZ 85016

By: _____

Printed Name: _____

Title: _____

Date: _____

CLIENT

City of Bisbee
118 Arizona Street
Bisbee, AZ 85603

By: _____

Printed Name: Ken Budge

Title: Mayor

Date: May 5, 2026

Scope of Work

The consultant will provide professional engineering services for airport development projects that may include, but are not limited to:

- **Runway lighting and Constant Current Regulator (CCR) replacement**
- **Precision Approach Path Indicator (PAPI) design and installation**
- **Rotating beacon replacement**
- **Apron reconstruction design**
- **Bid and construction phase services**
- **Construction Safety and Phasing Plan (CSPP) preparation**
- **Project inspection and grant closeout**
- **Coordination with FAA and ADOT**
- ***Taxiway A Realignment/Relocation (Design and Construction)***
- **The selected consultant may be required to provide additional services related to airport planning, design, construction, or compliance that are not specifically listed herein but are necessary to accomplish the objectives of Bisbee Municipal Airport and to meet applicable federal, state, and local requirements. Such services will be authorized in writing by the Owner as needed**

Services must comply with FAA Advisory Circular 150/5100-14E and all applicable to federal, state, and local requirements.

**BISBEE MUNICIPAL AIRPORT
CITY OF BISBEE
AIRPORT ENGINEERING SERVICES
BILLING RATES**

Principal-in-Charge/Principal Engineer	\$ 325.00
Senior Project/Construction Manager	\$ 257.00
QA/QC Manager	\$ 257.00
Project/Field Engineer	\$ 184.00
Assistant Project/Field Engineer	\$ 155.00
Senior Designer	\$ 180.00
Designer	\$ 143.00
Project Coordinator	\$ 130.00
Land Survey Manager	\$ 230.00
Land Surveyor	\$ 184.00
Survey Crew	\$ 222.00
Senior Survey Technician	\$ 141.00
Survey Technician	\$ 121.00
Senior Administrative Assistant	\$ 121.00
Administrative Assistant	\$ 110.00

Expenses

Mileage, reproduction, etc. Per State of AZ Accounting Manual (SAAM) 01/27/25

Overtime Rates

Client authorized Billing Rate x 1.5

DIBBLE