

**CITY OF BISBEE
CONTRACT FOR PROFESSIONAL SERVICES
OLD BISBEE SEWER LATERAL PROJECT
DEVELOPMENT OF
ENGINEERING AND ENVIRONMENTAL DOCUMENTATION**

THIS CONTRACT is made this July 15, 2014, by and between the City of Bisbee (hereinafter "the City") and Westland Resources, Inc. (hereinafter "the Contractor").

WHEREAS the City is in need of certain services, as more particularly specified in the attached scope of work as described in the October 2, 2013 Westland Resources, Inc. Proposal for the Old Bisbee Sewer Lateral Project; and

WHEREAS the Contractor has offered to perform the proposed services as addressed in the attached Technical Assistance Agreement from BECC for the Old Bisbee Sewer Lateral Project 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 scope of work for the Old Bisbee Sewer Lateral Project, 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 is customarily provided according to professional standards applicable to completion of this type of service work.
3. This Contract shall remain in effect for a period of no more than (10) ten months. It may be renewed for an additional period upon the mutual agreement of the parties.
4. The Contractor understands that the total compensation for this contract is \$110,000 and will be funded by the Border Environmental Cooperation Commission (BECC) in the amount of \$50,000 and the City of Bisbee \$60,000. The total contract amount of \$110,000 is intended pay in full for all services outlined in the Contractor's proposal dated October 2, 2013 for the "City of Bisbee Sewer Lateral Rehabilitation Project – Preliminary Engineering Report and Environmental Report."
5. Payment, as applicable, 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 monthly basis, or as otherwise specified in the Contract documents. The Contractor shall provide a narrative reports and updates on the progress being made in connection with these payment requests, sufficient for the City to

determine that satisfactory progress is being made. Also, a percentage of work completed shall be provided along with an updated work schedule.

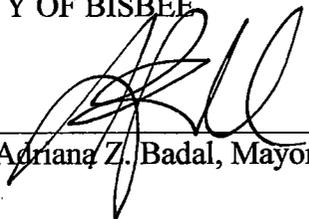
6. All notices, invoices and payment shall be made in writing and may be given by personal delivery or by mail. The names and addresses of the designed recipients for such notices, invoices and payments are as follows:

TO CONTRACTOR:
Westland Resources, Inc.
4001 E. Paradise Falls Drive
Tucson, AZ 85712
Attn: Kara Festa, P.E.

TO CITY:
City of Bisbee
118 Arizona Street
Bisbee, AZ 85603
Attn: Thomas J. Klimek, P.E., R.L.S.

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

APPROVED:
CITY OF BISBEE

By 
Adriana Z. Badal, Mayor

APPROVED:
CONTRACTOR


Kara Festa, P.E.

Name: Kara D. Festa
Title: Vice-President
Address: 4001 E. Paradise Falls Drive
Tucson, AZ 85712

ATTEST:


Ashlee Coronado, City Clerk

APPROVED AS TO FORM:


John A. MacKinnon, City Attorney

**STANDARD TERMS AND CONDITIONS
CITY OF BISBEE CONTRACT**

1. Contract Documents

1.1 The Contract shall be based upon the Notice of Solicitation issued by the City and the Offer submitted by the Contractor in response. The Offer shall substantially conform to the terms, conditions and specifications and other requirements specified by the City, unless expressly noted by the Contractor and specifically agreed to in writing by the City.

1.2 In the event of any conflict in the provisions of the Contract as accepted by the City and as it may be amended, the following shall prevail in the order set forth below:

- a. Contract and Special Terms and Conditions, if any.
- b. Standard Terms and Conditions, City of Bisbee Contract
- c. Specifications, Scope of Work or Requirements
- d. Notice of Solicitation
- e. Offer and response from the Contractor

1.3 This Contract may be modified only by a written contract amendment signed and approved by the parties in the same manner as the original Contract was approved.

1.4 This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall alter the express written terms. No prior oral or written understanding that has not been specifically incorporated into this Contract shall be of any force or effect.

1.5 This Contract shall be interpreted and applied based upon the laws of the State of Arizona. Each and every provision of law and any clause required to be included in the Contract shall be read and enforced as though it were include herein. This shall include, but not be limited to, the requirement to comply with all conditions that may be imposed as a requirement for the use of any grant or other specific public funds that may be expended in connection with this Contract.

2. Relationship of the Parties

2.1 The Contractor under this Contract is an independent contractor and shall act only in its individual capacity. Neither party to this Contract shall be deemed to be the employee nor agent of the other party and no employee of one party shall be, or be deemed to be, the employee or agent of the other party for any purpose.

2.2 The City will not withhold taxes, Social Security payments or any other types of employee withholding from payments made by the City under this Contract. The

Contractor is required to make arrangements for the direct payment of all such taxes and expenses.

2.3 Pursuant to A.R.S. § 38-511, as applicable, the provisions which are incorporated herein by reference, all parties are hereby put on notice that this Contract is subject to cancellation by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is, at any time while the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.

3. Payment and Costs

3.1 Unless otherwise specified, all prices shall be "F.O.B. Destination" and shall include all freight delivery costs and unloading expenses at the destination.

3.2 The Contractor shall be responsible for paying all applicable state, local and federal taxes. Transaction privilege or sales taxes that apply to the sale, if any, are the responsibility of the Contractor to remit.

3.3 In order to receive a payment from the City, the Contractor shall have a current W9 form on file with the City, as applicable.

3.4 A separate invoice shall be issued by the Contractor for each shipment of material or delivery of services. No payment shall be issued by the City prior to the receipt of the subject material or services and the submission of a correct and accurate invoice. The tender of a bill of lading shall not operate as the tender of the materials.

4. Performance Requirements

4.1 No subcontract shall be entered into by the Contractor with any other party to furnish any of the materials or services specified without the prior written approval of the City. All subcontractors that are identified in the Offer shall be deemed to be approved, unless otherwise noted. All subcontractors shall comply with all applicable terms of this Contract, including all requirements of state or federal law, in the same manner as the Contractor. The Contractor is fully responsible for the Contract performance whether or not subcontractors are used.

4.2 No right or interest in this Contract shall be assigned by the Contractor without the prior written permission of the City and no delegation of any duty of the Contractor shall be made without the prior written approval of the City.

4.3 The Contractor shall at all times keep all public areas within the City of Bisbee and all City property free from the accumulation of waste material or rubbish. Prior to the completion of any work, the Contractor shall remove and properly dispose of any rubbish and waste from the site of the work and all tools, equipment and materials

that are not the property of the City. Upon completion of the work, the Contractor shall leave all City and public property used in connection with the work in a clean, neat and workmanlike condition.

4.4 The 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, including a City business license, as applicable to this Contract.

4.5 All materials and services provided by the Contractor are subject to final inspection and acceptance by the City. The title and risk of loss of material and services shall not pass to the City until the City actually receives the materials and service at the point of delivery and accepts them, unless otherwise expressly provided in this Contract. Any material or service failing to conform to the specification of this Contract shall be held at the Contractor's sole risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor.

4.6 The Contractor warrants that all materials and services delivered under this Contract shall conform to the specifications of this Contract and are fit for the intended purposes for which they are used. The mere receipt of a shipment of materials or delivery of services shall not alter or affect the obligations of the Contractor or the rights of the City under this Contract.

4.7 Unless otherwise specified in this Contract, all materials provided under this Contract shall be guaranteed for a minimum period of one (1) year from the date of acceptance by the City against defects in material and workmanship. At any time during this period, if a defect should occur in any item, that item shall be replaced or repaired at no additional cost to the City except where it may be demonstrated that the defect was caused by misuse and not by faulty workmanship or design. Additional warranty requirements may be set forth in the Contract Documents.

5. Risk and Liability

5.1 The Contractor shall provide such insurance as may be required by law and as may be specifically required by the Contract.

5.2 The Contractor shall defend, hold harmless, and indemnify the City, its officers, agents and employees, from all claims, demands, suits, damages and expenses, including attorney's fees, which arise, or are alleged to have arisen, from the negligent acts, errors or omissions or intentional torts of the Contractor, its agents, subcontractors, officers and employees, in the performance of this Contract. This indemnity shall not include the negligence or intentional torts, if any, of the City, its officers, agents and employees, or that portion of any joint liability which is attributable to them. The extent of the foregoing Contractor liabilities shall be limited to and determined by the respective fault of the parties, their agents, subcontractors and employees, in comparison with others, including, but not limited to, the other party, who may have contributed to or in

part caused any such claim to arise. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable, in whole or in part.

5.3 The Contractor shall indemnify, defend and hold harmless the City against any liability, including defense costs and expenses, for any the infringement, or alleged infringement of any patent, trademark or copyright or other property rights of any third parties arising out of the performance of this Contract or the use by the City of any materials or services furnished by the Contractor to the City.

5.4 Notwithstanding any limitation in the term of this Contract, paragraphs 5.2 and 5.3 shall remain in full force and effect with regard to any such claims that may arise under these provisions.

5.5 The parties hereby agree to make a good faith effort to resolve any controversy or claim through informal negotiations. Any claim or controversy must first be presented in writing, with supporting documentation, to the agent of the other party. The recipient shall have seven (7) days to prepare and deliver a response. Thereafter, if the parties fail to resolve the claim or controversy following a reasonable period for such resolution, but not less than ten (10) days, the aggrieved party may pursue its legal remedies, if any.

6. General and Miscellaneous Terms

6.1 The provisions of this Contract are severable. Any term that may be held to be invalid shall not affect any other provision or application of the Contract or the enforcement of the remainder of this Contract.

6.2 The venue for any legal action brought by either party for the enforcement of this Contract, or any portion of it, shall be in Cochise County, Arizona.

6.3 This is a non-exclusive agreement. The City reserves the right to obtain like goods and services from another source, in its sole discretion.

6.4 The Contractor assigns to the City any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor and are ultimately delivered to the City under this Contract.

6.5 All services, information, programs, elements, reports, plans and other deliverables which may be created under this Contract are the sole property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.

6.6 The Contractor who provides "services" in this state, as defined at A.R.S. § 41-4401D(5), hereby warrants that the Contractor and all Subcontractors are in

compliance with all federal immigration laws and regulations that relate to the employees of the Contractor and any Subcontractors. The Contractor further warrants that the Contractor and all Subcontractors have complied with the verification of employment eligibility requirements of Arizona law, as required by A.R.S. § 23-214. Pursuant to A.R.S. § 41-4401, the Contractor acknowledges and agrees that any breach of this warranty shall be deemed to constitute a material breach of the Contract and may cause the Contract to be terminated. If the Contractor establishes that the Contractor and all Subcontractors have complied with the employment verification provisions prescribed by Sections 274.A and 274.B of the federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214.A, the Contractor shall not be deemed to be in material breach of the Contract on these grounds. The Contractor also acknowledges and agrees that the City retains the legal right and obligation to inspect the papers of any employee of the Contractor or any Subcontractors who perform work on this Contract and to conduct random verification reviews to ensure that the Contractor and Subcontractors are complying with these requirements.

6.7 Pursuant to A.R.S. § 35-391.06 and 35-393.06, the Grantee and subcontractors certify that they do not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 and 35-393, as applicable. If the State of Arizona or the Authority determines that the Grantee submitted a false certification, the Authority may impose remedies as provided by law including cancellation or termination of this Agreement

7. Suspension and Termination of the Contract

7.1 The City may, without cause and for its convenience, order the Contractor in writing to suspend, delay or interrupt its performance in whole or in part for such period of time as the City may determine. In any such event, the City shall make an equitable adjustment in the delivery schedule or the Contract price, or both.

7.2 Upon receipt of a suspension or termination notice from the City, the Contractor shall promptly discontinue all services (unless the notice directs otherwise), and deliver or otherwise make available to the City, as requested by the City and at the City's cost, copies of all data, design calculations, drawing, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing this Contract.

7.3 The City may terminate the Contract for cause if the Contractor:

- (a) persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials, as applicable, to perform this Contract;

(b) fails to make payment to subcontractors for materials or labor in accordance with respective agreements between the Contractor and the subcontractors, as applicable;

(c) persistently disregards laws, ordinances or rules, regulations or orders of a public authority having jurisdiction; or

(d) otherwise is guilty of a substantial breach of a provision of the Contract.

When any of the above reasons exist, the City may without prejudice to any other rights or remedies of the City and after giving the Contractor ten (10) days written notice and an opportunity to respond, terminate the Contract. The Contractor shall be entitled to receive payment for its performance, subject to any damages incurred by the City.

7.4 The City, by written notice to the Contractor, may terminate this Contract in whole or in part when in the sole discretion of the City it is in the City's best interests to do so. In such case, the Contractor shall be paid for all material, equipment and services provided or work performed to that date.

7.5 The Contractor may terminate the Contract if the performance is stopped for a period of fourteen (14) days through no act or fault of the Contractor or its agents or employees or any other persons performing portions of the Contract, for any of the following reasons:

(a) issuance of an order of a court or other public authority having jurisdiction;

(b) an act of government, such as a declaration of national emergency, making material unavailable;

(c) because the City has not made payment within the time stated in the Contract;

(d) if repeated suspensions, delays or interruptions by the City constitute in the aggregate more than 25% of the total number of days scheduled for completion.

If one or more of the above reasons exists, the Contractor may, upon ten (10) days written notice to the City terminate the Contract and recover from the City payment for its performance.

End of Standard Terms and Conditions, City of Bisbee Contract

WestLand Resources, Inc.
Engineering and Environmental Consultants

October 2, 2013

Mr. Thomas Klimek, P.E., R.L.S
CITY OF BISBEE PUBLIC WORKS
404 Bisbee Road
Bisbee, Arizona 85603

**RE: CITY OF BISBEE SEWER LATERAL REHABILITATION PROJECT
PRELIMINARY ENGINEERING REPORT AND ENVIRONMENTAL REPORT
WESTLAND PROPOSAL NO. P7790.13 REVISED**

Dear Tom:

WestLand Resources, Inc. (WestLand) is pleased to submit this revised proposal to provide professional consulting services for the preparation of engineering and environmental documentation and ancillary services to support the City of Bisbee (City) in the process to obtain agency approval and funding for the Old Bisbee Sewer Lateral Rehabilitation Project. The development of the supporting engineering and environmental documentation is part of the required process to secure funding for the project. We understand that the City may approach one or more funding agencies for assistance with the project, including the United States Department of Agriculture Rural Development (USDA RD), and Border Environment Cooperation Commission (BECC), whose funding is tied to the U.S. Environmental Protection Agency (US EPA) and/or the North American Development Bank (NADBank). We anticipate that the engineering documentation will be prepared in accordance with the guidelines for a Preliminary Engineering Report (PER) per USDA RD. The required environmental documentation will be based in part on previous environmental documentation prepared for the earlier Bisbee Sewer Rehabilitation Project, with updates as required to document the compliance of the new project with previous documentation. Other funding agencies, such as the State of Arizona Water Infrastructure Finance Authority (WIFA), would also accept the proposed PER and ER documentation as the required engineering and environmental studies. In addition to the PER and ER, this proposal includes additional supporting tasks associated with the project, relative to sewer lateral mapping, development of a project prioritization approach, and public participation process. The scope of work is divided into five tasks, described as follows:

TASK 1 - PRELIMINARY ENGINEERING REPORT (PER)

WestLand proposes to complete the PER in accordance with the guidelines in USDA Rural Utilities Service (RUS) Bulletin 1780-3, latest version (Preliminary Engineering Report - Wastewater Facilities), for submittal and approval by USDA RD, BECC, US EPA, WIFA, or other funding agencies. WestLand intends to expand and further detail the scope of work, alternatives, and cost estimates presented in the Old Bisbee Sewer Lateral Evaluation Pilot Project Final Report dated September 2012, and to present the proposed project for sewer lateral rehabilitation for the entire Old Bisbee area. The anticipated scope of services for this task is as follows:

- WestLand will provide a project need and alternative analysis including needs to meet health, safety, security requirements, system operation and maintenance (O&M) requirements, and

limited growth requirements. The alternatives initially introduced in the Pilot Project report will be further analyzed with respect to design criteria, environmental impact, property considerations, and estimated construction cost. The advantages and disadvantages of each alternative will be compared. The PER alternatives discussion will include:

- Description of the alternative.
 - Elaboration of the advantages and disadvantages of the alternatives introduced in the Pilot Project report and how they relate to Bisbee's financial and operational needs.
 - Design parameters used for evaluation purposes; in compliance with RUS design policies and state regulatory requirements.
 - Environmental impacts as described in Task 2 of this proposal, most importantly those involving the cultural and historical nature of Old Bisbee.
 - Identification of general ownership and land access issues within the alternatives.
 - Discussion of construction issues, as generally provided in the Pilot Project report.
 - Cost estimate ranges for each alternative including those relating to construction, non-construction, and operations and maintenance.
- The PER will discuss issues regarding future growth within the Old Bisbee sewer service area including the unique transition of ownership of sewer laterals as construction occurs uphill from existing private HCSs. It is assumed that the majority of the Old Bisbee area is built out; however, areas of potential growth will be identified, and future population projections for the next twenty years will be discussed. Consideration will be given to the City's General Plan, economic initiatives, and long-range planning growth projections.
 - The rehabilitation of the sewer lateral system is assumed to be completed over a long period of time, therefore, the PER will include a general discussion of methods of procurement and funding over the project lifespan.
 - The RD process requires evaluation of the environmental resources present in the project planning area and the environmental impact of the projects within the proposed alternative. A narrative summary will be provided in the PER with reference to the Environmental Report (ER) proposed in Task 2.
 - As required for development of a PER, the document will need to outline a preferred alternative and the reasoning behind the selection of the preferred alternative. The Bisbee Sewer Lateral Rehabilitation project is somewhat unique in that the rehabilitation of the existing sewer lateral system will likely consist of a combination of many alternatives rather than the simple selection of a preferred alternative applicable to all areas of Old Bisbee. Therefore, the PER will include a proposed overall project based on the implementation of multiple alternatives, focusing on recommendations for the overall construction of the Sewer Lateral System, and describing to the greatest extent possible, a likely balance of the different rehabilitation and replacement techniques rather than a detailed evaluation of lateral rehabilitations. The proposed project will include cost estimates for the overall project based on the entire project life span, including development and design, construction, land rights, legal, environmental, interest, contingencies, equipment, operations and maintenance and other associated project costs.
 - The PER document will include a recommended plan of action for phasing of the project based on methods of prioritizing the project work.

Mr. Thomas Klimek

October 2, 2013

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- Completion of the PER requires the owner of the wastewater system to provide documentation regarding budgeting and financial status. The City should be prepared to submit the most recent audit or financial statement, in addition to other financial documents regarding current rate schedules, annual O&M cost, other capital improvement programs, and tabulation of user fees by monthly usage categories for the most recent typical fiscal year. We assume that this information will be provided by the City, and we will assist the City in identifying the data requirements.
- WestLand anticipates attending nine meetings in Bisbee as a part of the project, on the average of one meeting per month. The first meeting will be to conduct a field visit of the areas in Old Bisbee not visited during the Pilot Project and obtain available records and maps, and the second to discuss the project report prior to finalization. The other meetings will be to conduct field visits with City wastewater staff to identify problem areas and coordinate the overall project schedule.

WestLand will closely coordinate with Bisbee staff during the preparation of the PER, and will provide two copies of the draft deliverable and five copies of the final deliverable.

WestLand proposes to provide the scope of services for Task 1 for a lump sum fee of \$52,500.

TASK 2 - ENVIRONMENTAL REPORT (ER)

WestLand proposes to provide an ER per RUS Bulletin 1794A-602, latest version (Guide for Preparing the Environmental Report for Water and Environmental Program Proposals) for the City in support of the PER discussed above. The ER will allow the funding agency to evaluate the environmental effects of the recommended wastewater systems upgrades, to determine the level of significance of environmental impacts that may result from the upgrades, and to determine if adverse impacts (if any) can be mitigated in such a fashion as to support a Categorical Exclusion. The ER will evaluate the alternatives identified in the PER and address the areas that encompass those alternatives (analysis area). The scope of work for completion of the ER document is provided as follows.

The ER process will be conducted by first completing internal scoping and initial agency correspondence. Resource data will be summarized from existing reports and additional analysis will be completed to compile information required to address the required elements of the ER. One site visit would be conducted to support the analysis provided in the ER, if deemed necessary.

Prior to preparation of the ER, we propose to prepare agency correspondence in coordination with the City to seek appropriate resource agency input. We anticipate that the following agencies will be contacted in writing to request their input on the proposed wastewater system upgrades:

- Arizona State Land Department
- Arizona Department of Environmental Quality
- US Fish and Wildlife Service
- Arizona Game and Fish Department
- State Historic Preservation Office
- US Army Corps of Engineers
- Cochise County Highway and Floodplain Department, and
- Cochise County Planning and Zoning Department

The preliminary public notice would be issued after the funding agency accepts the ER and has determined that the proposal is appropriately classified as a Categorical Exclusion. The public is afforded

30 days to respond. WestLand would make changes to the ER resulting from public comment, as necessary. There may be additional fees associated with public comment revisions. The final notice will inform the public of the agency's decision on the planned water systems upgrades.

The resources outlined in Rural Utilities Service (RUS) Bulletin 1794A-602 will be considered and evaluated as appropriate in the ER. Per the ER guidelines, the amount of information and level of analysis provided in the ER should commensurate with the magnitude of construction activities and their potential level of impact. Due to the minimal level of anticipated environmental effects associated with the project, and the existing environmental documentation available, we anticipate a low level of analysis will be required for most resources.

WestLand will conduct a review of cultural resources documents prepared for previous sewer projects to ensure that the present project area was sufficiently surveyed for cultural resources. We assume that no new cultural resources surveys will be required for the project. WestLand will prepare text to be included in the ER summarizing the findings of the archaeological records review. The text will include a description of the findings as well as a summary of the mitigation options for avoiding or minimizing impacts to cultural resources. We anticipate one site visit to the City for field documentation of historic staircases. WestLand will also provide recommendations to the City as to whether further archaeological work is required.

WestLand will closely coordinate with the City during the preparation of the ER, and will provide two copies of the draft deliverable and five copies of the final deliverable.

WestLand proposes to provide the scope of services for Task 2 for a lump sum fee of \$12,500.

TASK 3 – SEWER LATERAL MAPPING AND GIS

WestLand will continue to work with the City on the mapping of the existing Old Bisbee Sewer Lateral system, to expand understanding of the layout, extent, and condition of the sewer laterals in Old Bisbee. It is assumed that City of Bisbee staff will take the lead in the initial preparation of the mapping and in the development of associated documentation regarding the condition of existing laterals. We do not anticipate closed circuit television (CCTV) review or extensive field evaluation of sewer laterals for the PER. This task will include evaluation of the existing system in terms of number of laterals, total length of laterals, number of homes and businesses connected, pipeline sizes, general condition of existing piping as understood from City staff experience and construction issues. The purpose of the mapping is to identify and locate existing system deficiencies and support the project need and alternative analysis in the PER. The mapping will also provide a valuable tool for the City of Bisbee Wastewater Department in the future, to document the vast institutional knowledge of the wastewater staff.

WestLand will expand the Geographic Information System (GIS) mapping started with the Sewer Lateral Evaluation Pilot Project, continuing to add the sewer mainline and public sewer lateral information from available maps, records, and information provided by the City. Existing information including design plans will be linked within the GIS program as PDF documents. As available, the GIS system will include data regarding sewer manhole or cleanout depth, sewer size, location, material, condition, and other relevant information. The mapping will be geo-referenced to Arizona East State Plain NAD 83.

WestLand proposes to provide the scope of services for Task 3 for a lump sum fee of \$22,500.

TASK 4 – PROJECT PRIORITIZATION APPROACH

The City anticipates that sewer lateral repair and rehabilitation projects will need to be grouped and prioritized, due to potential limitations in the availability of funding, and the City's capacity to accept funding and execute projects. The prioritization approach will be intended to allow the City to perform sewer lateral evaluations in a logical sequence according to the areas of greatest need. It is also assumed that construction will need to be broken into reasonably-sized projects, for affordability, as well as to keep disruption within the City to a reasonable level throughout each set of construction projects. We assume that this prioritization will be developed in conjunction with City staff, based on their knowledge of the system and known areas of recurring problems and condition issues. The City may want to perform additional closed circuit television (CCTV) evaluation to support the prioritization, although review of the CCTV videos is outside the scope of this project. We will take data from the City's CCTV sewer lateral review into account in development of the prioritization approach. This prioritization will be developed in conjunction with the GIS mapping, so that the priorities can be outline visually in the GIS system.

WestLand proposes to provide the scope of services for Task 4 for a lump sum fee of \$5,000.

TASK 5 – PUBLIC PARTICIPATION/ EDUCATION PROGRAM

The City of Bisbee will undertake a robust public participation process as part of the development of the project documentation, in order to notify the public regarding upcoming projects, obtain public input, and document potential issues. WestLand will provide support for this effort, in the development of the public participation program, preparation of graphics, and attendance at public meetings. This task is tied to and supported by the GIS mapping and prioritization approach tasks. WestLand anticipates attendance at three public meetings throughout the course of the project.

WestLand proposes to provide the scope of services for Task 5 for a lump sum fee of \$17,500.

Project Schedule

We anticipate that the overall project will take approximately 9 months, beginning January 6, 2014 and ending October 1, 2014. Please see the attached proposed project schedule regarding the anticipated project tasks and meetings.

Project Fee

WestLand proposes to provide the above scope of services for Tasks 1, 2, 3, 4, and 5 for a lump-sum fee by task, as shown in the following table.

Table 1. Task Summary

Task	Cost
Task No. 1: Preliminary Engineering Report	\$52,500
Task No. 2: Environmental Report	\$12,500
Task No. 3: Sewer Lateral Mapping and GIS	\$22,500
Task No. 4: Project Prioritization Approach	\$5,000
Task No. 5: Public Participation/Education Program	\$17,500
Total	\$110,000

Mr. Thomas Klimek
October 2, 2013
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WestLand appreciates the opportunity to provide this scope of services to the City of Bisbee and we look forward to continue our working relationship with City and the community. If you have any questions regarding our scope of services or approach to this project, please feel free to call.

Respectfully,
WestLand Resources, Inc.

A handwritten signature in black ink, appearing to read "Kara D. Festa". The signature is fluid and cursive, with a large, stylized initial "K".

Kara D. Festa, P.E.
Vice President

KDF:dm

Attachment: Project Schedule

ID	Task Name	Decemb	January	Februar	March	April	May	June	July	August	Septem	October	Novemb	Dec	
1	Task No. 1 - Preliminary Engineering Report	[Task bar]													
2	Project Management	[Task bar]													
3	Meetings (Generally Monthly	[Task bar]													
4	Research	[Task bar]													
5	Conduct Analysis	[Task bar]													
6	Write Report	[Task bar]													
7	Task No. 2 - Environmental Report	[Task bar]													
8	Review of existng documentation	[Task bar]													
9	Agency Coordination	[Task bar]													
10	Edits to Existing ER	[Task bar]													
11	Task No. 3 - Sewer Lateral Mapping and GIS	[Task bar]													
12	Populating/Importing data	[Task bar]													
13	GIS System Development	[Task bar]													
14	Figure Preparation	[Task bar]													
15	Task No. 4 - Project Prioritization Approach	[Task bar]													
16	Mapping Coordination	[Task bar]													
17	Meetings with City Staff	[Task bar]													
18	Preparation of Approach and Ranking	[Task bar]													
19	Task No. 5 Public Participation/Education Program	[Task bar]													
20	Figure Preparation	[Task bar]													
21	Meeting Attendance	[Task bar]													

Project: Project Schedule
Date: Wed 10/2/13

Task		External Milestone		Manual Summary Rollup	
Split		Inactive Task		Manual Summary	
Milestone		Inactive Milestone		Start-only	
Summary		Inactive Summary		Finish-only	
Project Summary		Manual Task		Deadline	

WestLand Resources, Inc.
 Engineering and Environmental Consultants
 4001 E. Paradise Falls Drive
 Tucson, Arizona 85712
 Ph: (520) 206-9585 Fax: (520) 206-9518

Date: 8/14/14
 WestLand File No.: 1719.03 FEK

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TRANSMITTAL

TO: Lorena Valdez
City of Bisbee
118 Arizona Street
Bisbee, AZ 85603

FROM: Leah Gray for Kara D. Festa

RE: _____

FOR YOUR: _____
 Information _____
 Use _____
 Signature X
 Stamp _____
 Review _____
 Approval _____
 File X
 Other *(see comments)* _____

ATTACHED:

<u>Copies</u>	<u>Originals</u>	
	<u>1</u>	<u>Fully Executed Contract for Professional Services – Old Bisbee Sewer Lateral Project Development of Engineering and Environmental Documentation in the City of Bisbee.</u>
		<u>Please retain for your files.</u>

Comments:

cc: *If Delivered or Picked Up:*

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