

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF BISBEE AND
WESTLAND RESOURCES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made as of the 3rd of March 2015, between the City of Bisbee, an Arizona municipal corporation ("City"), and WESTLAND RESOURCES, INC., an Arizona corporation ("Consultant").

RECITALS

A. The City requested a proposal from the Consultant for the development of as-built drawings for the off-site Tintown Sanitary Sewer Project (the "Services").

B. The Consultant submitted a proposal and the City desires to enter into an Agreement with the Consultant for the Services.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, incorporated herein by reference, the following mutual covenants and conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Consultant hereby agree:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect for a period of ninety (90) days.

2. Scope of Work. Consultant shall provide the Services as set forth in the Consultant Proposal, attached hereto as **Exhibit A** and incorporated herein by reference.

3. Compensation. The City shall pay Consultant a price not to exceed \$4,850.00 for the Services as set forth in the attached **Exhibit A**.

4. Payment. The City shall pay Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Consultant Personnel. Consultant shall provide adequate experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications. If deemed qualified, the Consultant is encouraged to hire City residents to fill vacant positions at all levels.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant's performance. Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, Consultant shall indemnify, and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party") for, from and against any and all losses, claims, damages,

liabilities, costs and expenses (including, but not limited to, attorneys' fees, court costs and costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

10.1 Limitation of Liability. In recognition of the relative risks and benefits of the Services to both the City, and the Consultant, the risks have been allocated such that the City, agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and sub consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and consultants officers, directors, partners, employees, shareholders, owners and sub consultants shall not exceed \$100,000, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the Arizona pursuant to A.R.S. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Waiver. All policies except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

g. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

h. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of

insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer's evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Consultant's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability Follow Form to underlying Insurance.

(2) Consultant's insurance shall be primary insurance for performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, Representatives, officers, officials and employees for any claims arising out of Consultant's work or services performed under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

a. Commercial General Liability. Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$250,000 for each occurrence, and a \$250,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$250,000 each occurrence on Consultant's owned, hired and Non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement.

Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Professional Liability. If this Agreement is the subject of any professional services or work or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$250,000 each claim and \$250,000 annual aggregate. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services, and the Consultant shall be required to submit certificates of insurance and a copy of the declaration Page(s) of the insurance policies evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$250,000 for each accident, \$250,000 disease for each employee and \$250,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not Expire, be canceled, or materially change without 30 days' prior written notice to the City.

12. Applicable Law; Venue. In the performance of this Agreement Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Bisbee, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona, with venue in Cochise County.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 Days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement may be cancelled subject to the provisions of A.R.S. § 38-511.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually

available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Consultant fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year this Agreement shall terminate at the end of the current fiscal year and the City and the Consultant shall be relieved of any subsequent obligation under this Agreement.

14. Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed scope of work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

15. Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration ("OSHA") standards.

16. Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

17. Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

18. Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

19. Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, 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 for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

20. Entire Agreement Interpretation Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

21. Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

22. Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.

23. Rights and Remedies. No provision in this Agreement shall be construed expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

24. Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

25. Liens. All materials or services shall be free of all liens and, if the City Requests, a formal release of all liens shall be delivered to the City.

26. Offset.

a. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

b. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts Consultant owes to the City for delinquent fees, transaction privilege taxes and property taxes including any interest or penalties.

27. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the City: City of Bisbee
118 Arizona Street
Bisbee, Arizona 85603
Facsimile: 520-432-6069
Attn: City Manager

If to Consultant: Westland Resources, Inc.
4001 E. Paradise Falls Dr.
Tucson, Arizona 85712
Facsimile: 520-206-9518
Attn: Kara Festa, Vice-President

With copy to: Anne Carl, City Attorney

or at such other address, and to such other person, as party may designate in writing by notice given pursuant to this section. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

28. Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information

pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

29. Records and Audit Rights. Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Consultant and its subcontractors are complying with the warranty under Section 30 below (all the foregoing hereinafter referred to "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (a) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (b) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 30 below. To the extent necessary for the City to audit Records as set forth in this section, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this section. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

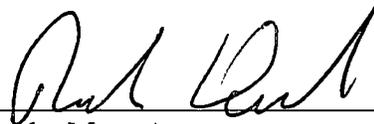
30. E-verify Requirements. To the extent applicable under A.R.S. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

31. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the Agreement, the Scope of Work, the Fee Proposal, the RFP and the Consultant's Proposal, the documents shall govern in the order listed herein.

32. Non Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

IN WITNESS WHEREOF the parties hereto have executed this instrument as of the date and year first set forth above.

"City"
CITY OF BISBEE



Ron Oertle, Mayor

ATTEST



Ashlee Coronado, City Clerk

APPROVED AS TO FORM



Anne Carl, City Attorney

"Consultant"
WESTLAND RESOURCES, INC.

By: 

Name: Kara D. Festa

Title: Vice-President

**EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BISBEE
AND
WESTLAND RESOURCES, INC.**

[Consultant Proposal]

See following pages



WestLand Resources, Inc.
Engineering and Environmental Consultants

January 28, 2015

Mr. Thomas J. Klimek, P.E., R.L.S.
Public Works Director
CITY OF BISBEE
118 Arizona Street
Bisbee, Arizona 85603

**Re: TINTOWN WASTEWATER COLLECTION SYSTEM EXPANSION –
OFFSITE SEWER AS-BUILTS, ADEQ AND SURVEY COORDINATION
WESTLAND PROPOSAL NO. P8447.15 - REVISED**

Dear Mr. Klimek:

Per your request, WestLand Resources, Inc. (WestLand) is submitting this proposal for services relating to the City of Bisbee offsite sewer line, upstream from the Tintown tie-in point. WestLand anticipates providing the following a scope of services, per our discussions and coordination:

- Coordination regarding the revisions to the design of the City's offsite sewer line, including field review and concept sketch regarding the proposed changes
- Coordination with the Arizona Department of Environmental (ADEQ) Southern Regional Office regarding the proposed changes and as-built approach.
- Preparation of as-built drawings
- Coordination and field services of a Registered Land Surveyor for as-builts.
- On-going support for the City of Bisbee during the construction of the offsite facilities.

WestLand will provide the coordination and as-built services on a time-and-materials basis with a not-to-exceed budget of \$4,850.

The following summary provides the estimated work effort to complete the above referenced scope of work.

Table 1. Staff Work Effort Matrix

Task Identification	Hourly Rate	Hours	Total
Principal	\$172	6	\$1,032
Senior Inspector	\$153	6	\$918
CAD	\$126	12	\$1,512
Admin	\$78	6	\$468
Sub-Total			
Survey subconsultant (Gilbert)			\$690
Indirect Expenses (mileage, printing, reimb., etc.)			\$230
Total			\$4,850

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Mr. Tom Klimek
January 28, 2015
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WestLand appreciates this opportunity to work with the City of Bisbee on this project. If you have any questions or require additional information, please do not hesitate to call.

Respectfully,
WestLand Resources, Inc.

A handwritten signature in black ink, appearing to read "Kara Festa", written in a cursive style.

Kara D. Festa, P.E.
Vice President

Attachments: WestLand Billing Rates


WestLand Resources, Inc.
 Engineering and Environmental Consultants

2013 Billing Rates

Engineering, Design, and Construction Services

Grade Level	Bill Rates	Engineering	Design/Drafting/Cartography/GIS	Construction/Observation/Operations
	\$200	Litigation Support		
G17	\$172	Principal Consultant		
G16	\$167	Sr Project Engineering/Sr PM G16		
G15	\$153	Sr Project Engineering/Sr PM G15	Civil Designer G15	Const Inspector G15
G14	\$140	Sr Project Engineering/Sr PM G14	Civil Designer G14	Const Inspector G14
G13	\$126	Project Engineering G13	Civil Designer/Sr GIS Specialist/Sr Cartographer G13	Const Inspector G13
G12	\$116	Project Engineering G12	Civil Designer/Sr GIS Specialist/Sr Cartographer G12	Const Inspector/Operator G12
G11	\$106	Project Engineering G11	Civil Designer/Sr GIS Specialist/Sr Cartographer G11	Const Inspector/Operator G11
G10	\$95	Engineering Tech G10	Civil Designer/GIS Specialist/Cartographer G10	Const Inspector/Operator G10
G9	\$85	Engineering Tech G9	Civil Designer/GIS Specialist/Cartographer G9	Const Inspector/Operator G9
G8	\$78	Engineering Tech G8	Civil Designer/GIS Specialist/Cartographer G8	Const Inspector/Operator G8
G7	\$70	Engineering Tech G7	Drafter/GIS Specialist/Cartographer G7	Const Inspector G7
G6	\$64	Engineering Tech G6	Drafter/GIS Specialist/Cartographer G6	Const Inspector G6
G5	\$57	Engineering Tech G5	Drafter G5	Const Laborer G5
G4	\$52	Engineering Tech G4	Drafter G4	Const Laborer G4
G3	\$47	Engineering Tech G3	Drafter G3	Const Laborer G3
G2	\$41	Engineering Tech G2	Drafter G2	Const Laborer G2
G1	\$36	Engineering Tech G1	Drafter G1	Const Laborer G1

Environmental, Cultural Resources, and Landscape Architecture Services

	Environmental/Scientist	Cultural Resources	Landscape Architecture
	Litigation Support		
G17	Principal Consultant		
G16	Sr Environmental Specialist/Sr Scientist G16	Cultural Program Director/Sr. PI/Sr. PM G16	Sr Landscape Architect G16
G15	Sr Environmental Specialist/Sr Scientist G15	Program Director/SR Principal Investigator/Sr PM G15	Sr Landscape Architect G15
G14	Sr Environmental Specialist/Sr Scientist G14	Program Director/SR Principal Investigator/Sr PM G14	Sr Landscape Architect G14
G13	Sr Environmental Specialist/Sr Scientist G13	Sr Principal Investigator/ Sr PM G13	Sr Landscape Architect G13
G12	Sr Environmental Specialist/Sr Scientist G12	Sr Principal Investigator/ Sr PM G12	Landscape Architect G12
G11	Environmental Specialist/Scientist G11	Principal Investigator/PM G11	Landscape Architect G11
G10	Environmental Specialist/Scientist G10	Principal Investigator/PM G10	Landscape Architect G10
G9	Environmental Specialist/Scientist G9	Archaeology PM/Lab Director G9	Landscape Architect/Designer G9
G8	Environmental Specialist/Scientist G8	Archaeology PM/Lab Director G8	Landscape Designer G8
G7	Environmental Specialist/Scientist G7	Lab Director/Crew Chief G7	Landscape Designer G7
G6	Environmental Tech G6	Lab Director/Crew Chief G6	Drafter G6
G5	Environmental Tech G5	Asst Crew Chief G5	Drafter G5
G4	Environmental Tech G4	Asst Crew Chief G4	Drafter G4
G3	Environmental Tech G3	Archaeology Field Tech G3	Drafter G3
G2	Environmental Tech G2	Archaeology Field Tech G2	Drafter G2
G1	Environmental Tech G1	Archaeology Field Tech G1	Drafter G1

Administration

G15	\$153	Tech Editor/Admin Asst G15
G14	\$140	Tech Editor/Admin Asst G14
G13	\$126	Tech Editor/Admin Asst G13
G12	\$116	Tech Editor/Admin Asst G12
G11	\$106	Tech Editor/Admin Asst G11
G10	\$95	Tech Editor/Admin Asst G10
G9	\$85	Tech Editor/Admin Asst G9
G8	\$78	Tech Editor/Admin Asst G8
G7	\$70	Tech Editor/Admin Asst G7
G6	\$64	Admin Asst G6
G5	\$57	Admin Asst G5
G4	\$52	Admin Asst G4
G3	\$47	Admin Asst G3
G2	\$41	Admin Asst G2
G1	\$36	Admin Asst G1

Surveying

Sr. Surveyor G15
Sr. Surveyor G14
Surveyor G13
Surveyor G12
Surveyor G11
Surveyor G10
Surveyor G9
Survey Field Crew G8
Survey Field Crew G7
Survey Field Crew G6

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

Date: 3/13/15
 WestLand File No.: 1719.04 FEK

Pickup Deliver Mail

By: _____
 (Client to Pickup, Name of Courier or In-house Delivery; FedEx with Type, USPS Regular, USPS Priority, or USPS Certified Mail; etc.)

TRANSMITTAL

TO: Nina Williams
City of Bisbee
118 Arizona Street
Bisbee, AZ 85603

FROM: Leah Gray for Kara D. Festa

RE: _____

FOR YOUR:

Information	<input type="checkbox"/>
Use	<input type="checkbox"/>
Signature	<input checked="" type="checkbox"/>
Stamp	<input type="checkbox"/>
Review	<input type="checkbox"/>
Approval	<input type="checkbox"/>
File	<input checked="" type="checkbox"/>
Other (see comments)	<input type="checkbox"/>

ATTACHED:

Copies	Originals
	1

Fully Executed Contract for Professional Services – Tintown Wastewater Collection System Expansion – Offsite Sewer As-Built, ADEQ and Survey Coordination.

Please retain for your files.

Comments:

cc:

If Delivered or Picked Up:

 Received by (Signature/Print Name)

 Date