

**WATER INFRASTRUCTURE FINANCE AUTHORITY  
PLANNING AND DESIGN TECHNICAL ASSISTANCE AGREEMENT**

**BETWEEN City of Bisbee**

**AND**

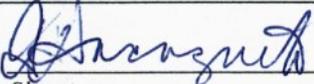
**The Water Infrastructure Finance  
Authority of Arizona (WIFA)**

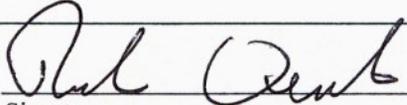
**THIS AGREEMENT** is made and entered into on this 16<sup>th</sup> day of February, 2016, by and between the City of Bisbee, herein after referred to as ("Applicant/Recipient"), and the Water Infrastructure Finance Authority of Arizona ("WIFA").

**0.0 Introduction**

- 0.1 WIFA is a body corporate and politic, created by A.R.S. § 49-1201 et seq. WIFA has the authority to provide funding to political subdivisions, any county of less than five hundred thousand persons, Indian tribes and community water systems in connection with the development or financing of waste water, drinking water, water reclamation or related water infrastructure per A.R.S. § 49-1203(B)(16).
- 0.2 The issuance of the technical assistance shall conform to the Arizona grant statutes A.R.S. § 41-2701 et seq.
- 0.3 This document, including agreement terms, Scope of Work (Exhibit A), Budget (Exhibit B), appendices, amendments, the request for grant application ("RFGA"), the application, the WIFA Grant Applicants' Guide, and any modifications approved in accordance herewith, shall constitute the entire contract between the parties and supersede all other understandings, oral or written.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this agreement.


Signature
<u>Trish Incognito</u>
Printed Name
<u>for</u>
Executive Director, Water Infrastructure Finance Authority
Title
<u>CFO 3/1/16</u>
Date


Signature
<u>Ronald Oertle</u>
Printed Name
<u>Mayor</u>
Title
<u>February 17, 2016</u>
Date

## Technical Assistance Agreement Terms and Conditions

### 1.0 **Definition of Terms**

- 1.1 “*Applicant*” means a person, firm, or other organization that submits or is considering submitting an application.
- 1.2 “*Application*” means a response submitted pursuant to a Request for Grant Applications (RFGA).
- 1.3 “*Authority*” means the Water Infrastructure Finance Authority (WIFA).
- 1.4 “*Days*” means calendar days unless otherwise specified.
- 1.5 “*Director*” means the Executive Director of WIFA.
- 1.6 “*Gratuity*” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.7 “*Manual*” means the WIFA Grant Applicants’ Guide.
- 1.8 “*Recipient*” means an applicant that is awarded a Technical Assistance Agreement.
- 1.9 “*Records*” means all books, accounts, reports, files and other records relating to this Technical Assistance Agreement.
- 1.10 “*Request for Grant Applications*” (RFGA) means the document the Authority utilizes to request applications.
- 1.11 “*Subcontract*” means any contractual Technical Assistance Agreement, express or implied, between the Recipient and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Technical Assistance Agreement.
- 1.12 “*Technical Assistance Agreement*” means a written document, signed by an authorized representative of both parties, including the RFGA (including the manual referenced in the RFGA) and the application (including any revisions requested by the Authority) and any Technical Assistance Agreement Amendments.
- 1.13 “*Technical Assistance Agreement Amendment*” means a written document, signed by an authorized representative of both parties for the purpose of making changes to the Technical Assistance Agreement.

2.0 **Technical Assistance Agreement Interpretation**

- 2.1 **Arizona Law.** This Technical Assistance Agreement shall be interpreted under Arizona law and, if applicable, under federal law. The Authority is authorized to enter into Technical Assistance Agreements by Arizona Revised Statutes (A.R.S.) Title 49. The Authority is soliciting applications using the process given in A.R.S. Title 41, Chapter 24.
- 2.2 **Implied Terms.** Each provision of law and any terms required by law to be in this Technical Assistance Agreement are a part of this Technical Assistance Agreement as if fully stated in it.
- 2.3 **Language and Marginal Headings.** Language as used in this Technical Assistance Agreement shall include the plural as well as the singular and the masculine, feminine and neuter genders. Marginal headings are included for ease of reading only and shall have no effect on the construction or interpretation of this Technical Assistance Agreement.
- 2.4 **Relationship of Parties.** Neither party to this Technical Assistance Agreement shall be deemed to be the employee or agent of the other party.
- 2.5 **Lobbying.** Recipient shall comply with federal lobbying requirements pursuant to 40 CRF 34.100 and Office of Management and Budget (OMB) Circulars A-87 and A-122. Federal grant funds may not be used to influence (or attempt to influence) a federal employee. If non-federal funds have been used to influence (or attempt to influence) a federal employee, the Recipient must submit Standard Form LLL (“Disclosure of Lobbying Activities”).
- 2.6 **Severability.** The provisions of this Technical Assistance Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Technical Assistance Agreement.
- 2.7 **No Parol Evidence.** This Technical Assistance Agreement 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 supplement or explain any terms used in this document.
- 2.8 **No Waiver.** Either party’s failure to insist on strict performance of any term or condition of the Technical Assistance Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 **Technical Assistance Agreement Administration and Operation**

- 3.1 **Drug-free Workplace.** Recipients are required to certify that they maintain a drug-free workplace. By signing the Technical Assistance Agreement, the Recipient certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any technical assistance -related activity.
- 3.2 **Project Period.** The Authority agrees to reimburse Recipients for work activities performed during the project period ending **April 30, 2017**. The Authority is not required to reimburse Recipient for any work activities initiated prior to execution of this Technical Assistance Agreement or after the project period has elapsed. The Recipient understands that the Authority may terminate this Technical Assistance Agreement (see paragraph 8.5 of this Technical Assistance Agreement), if the project is not initiated within 3 months after entering into this Technical Assistance Agreement. The Authority may extend the project period, if requested by the Recipient by executing a Technical Assistance Agreement Amendment (see 5.1, Technical Assistance Agreement Amendments).

- 3.3 **Points of Contact.** WIFA designates the individual listed below as the Project Manager for budgeting, deliverable, and scheduling issues. Technical correspondence, invoices and reports from the Recipient shall be sent to the person below or a replacement identified by WIFA.

**WIFA Project Manager**

Melanie Ford  
Water Infrastructure Finance Authority  
1110 W. Washington St., Suite 290  
Phoenix, AZ 85007  
Phone: 602-364-1321

**Recipient Project Manager**

~~Tom Klinek, Public Works Director~~ Andy Haratyk, Interim Public Works Director  
City of Bisbee  
118 Arizona Street  
Bisbee, AZ 85603  
Phone: 520-432-6002

- 3.4 **Recipient's Representatives.** The Recipient shall designate a "Project Manager" as its Representative. Any proposed changes that are requested for either project contacts or project team members for the awarded technical assistance shall be requested in writing to WIFA. Changes shall not be made without WIFA approval.
- 3.5 **Reports.** No later than 30 calendar days after the completion of the project, the final deliverable identified in the Scope of Work (Exhibit A) must be submitted to the Authority for approval. The Authority will not disburse final payment until the final report and all requirements of the Technical Assistance Agreement have been fulfilled. All remaining technical assistance funds or outstanding technical assistance funds must be reconciled.
- 3.6 **Records and Audit.** Under A.R.S. § 35-214 and § 35-215, the Recipient shall retain and shall contractually require each subcontractor to retain all Records for a period of five years after the completion of the Technical Assistance Agreement. Upon request, the Recipient shall produce a legible copy of any or all such Records. All Records shall be subject to inspection and audit by the Authority, and where applicable the Federal Government, at reasonable times.
- 3.7 **Printing Credit.** Items such as brochures, advertisements, videos, maps, and technical reports developed for the project must be approved by the WIFA Project Manager prior to printing or displaying information.
- 3.8 **Recycled Materials.** To the extent possible, printed materials shall be on recycled paper with the statement, "Printed on Recycled Paper," printed on the cover sheet.
- 3.9 **Nondiscrimination.** Recipient and all subcontractors shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, or national origin not mentioned in Order shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act, Code 40 of Federal Regulations (CFR) 7.30, and State Executive Order No. 99-4. Recipient and all subcontractors shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
- 3.10 **Inspection.** The Recipient agrees to permit access to its facilities and subcontractor facilities at reasonable times for inspection of the materials covered under this Technical Assistance Agreement.

- 3.11 ***Advertising and Promotion of Technical Assistance Agreement.*** The Recipient shall not advertise or publish information for commercial benefit concerning this Technical Assistance Agreement without the prior written approval of the Authority.
- 3.12 ***Ownership of Information.*** Title to all documents, reports and other materials prepared by the Recipient in performance of this Technical Assistance Agreement shall rest in the Authority, except for copyrighted material prepared in advance of this Technical Assistance Agreement by the Recipient at the expense of the Recipient. WIFA and the U.S. Environmental Protection Agency shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Technical Assistance Agreement, except for copyrighted material as provided in 6.1.3 of this Technical Assistance Agreement. The Recipient shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Technical Assistance Agreement.
- 3.13 ***Small, Women/Minority Owned Business Utilization.*** Recipients are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of deliverables made under this and subsequent agreements. Recipients who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority owned business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of agreement utilization and how this effort will be administered and managed, including reporting requirements.
- 3.14 ***Offshore Performance of Work Prohibited.*** Due to security and identity protection concerns, all services under this Contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.
- 3.15 ***Immigration Laws and E-Verify Requirement.*** Compliance requirements for A.R.S. § 41-4401
- a. The Recipient and any subcontractor warrants compliance with the Federal Immigration and Nationality Act and all other Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program."). The Recipient and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U. S. Authority of Labor's immigration and Control Act, for all employees performing work under the agreement
  - b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Recipient may be subject to penalties up to and including termination of the Agreement.
  - c. The Authority retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the Recipient or subcontractor is complying with the warranty under paragraph 8(a).

#### 4.0 **Technical Assistance Funding**

- 4.1 ***Use of Technical Assistance Funds.*** Awarded technical assistance funds shall be used solely for eligible purposes as approved by the Authority. Line item funding is considered estimates of costs, however, the total project cost is considered exact and shall not be exceeded by the Recipient unless otherwise amended.

4.2 ***Funding Disbursement.***

- 4.2.1 Transferred technical assistance funds shall be deposited by the Recipient in a separate project account carrying the name and number of the project and the funds shall be expended from the account only as authorized under the terms of this Technical Assistance Agreement.
- 4.2.2 All requests for reimbursement shall be accompanied by reasonable assurance (documentation, receipts, invoices, etc.) that the goods and services for which payment is requested were actually received and performed. The Authority has the right to disallow contributions determined inappropriate or unreasonable.
- 4.2.3 Payments will be made upon approval by the Authority.

4.3 ***Applicable Taxes.***

- 4.3.1 Recipient and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Recipient. The Recipient shall require all subcontractors to hold the Authority harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.2 In order to receive payment under any resulting Technical Assistance Agreement, the Recipient shall have a current IRS-W9 Form on file with the Authority.

4.4 ***Non-Availability of Funds.*** Every payment obligation of the Authority under this Technical Assistance Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not appropriated, allocated, or available for the continuance of this Technical Assistance Agreement, this Technical Assistance Agreement may be terminated by the Authority at the end of the period for which funds are available. No liability shall accrue to the Authority in the event this provision is exercised, and the Authority shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

5.0 **Technical Assistance Agreement Changes**

- 5.1 ***Technical Assistance Agreement Amendments.*** The Technical Assistance Agreement shall be modified only through a Technical Assistance Agreement Amendment. Unauthorized changes to this Technical Assistance Agreement shall be void and without effect, and the Recipient shall not be entitled to any claim under this Technical Assistance Agreement based on those changes.
- 5.2 ***Subcontracts.*** The Recipient shall not enter into any Subcontract under this Technical Assistance Agreement without consideration for impact on the project. Recipient shall report any Subcontract awards or changes as part of that calendar quarter's narrative report (see 3.5, Reports). The Subcontract shall incorporate by reference the terms and conditions of this Technical Assistance Agreement. The Authority maintains the ability to deny any subcontract such that it does not conform to any term of this agreement.
- 5.3 ***Assignment and Delegation.*** The Recipient shall not assign any right nor delegate any duty under this Technical Assistance Agreement without the prior written consent of the Authority. The State shall not unreasonably withhold consent. Both parties agree that it is reasonable to withhold consent where the Authority determines that an assignment or delegation would not be advantageous to the State of Arizona or would be contrary to the purposes of the Authority.

6.0 **Indemnification**

6.1 **Indemnification:**

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

6.1.1 ***Professional Liability (Errors and Omissions Liability)***

Each Claim \$ 500,000

Annual Aggregate \$1,000,000

- a. When using a contractor for professional services, the contractor shall provide professional liability insurance. In the event that the professional liability insurance is written on a claims-made basis, the contractor shall warrant that any retroactive date under the policy shall precede the effective date of the contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of the contract.

6.1.2 ***No Obligation in Excess of Appropriations.*** Nothing in this Technical Assistance Agreement shall be construed as obligating the Authority in the expenditure of funds or as involving the Authority in any contract or other obligation of the future payment of money in excess of appropriations authorized by law and budgeted and approved by the Authority.

6.1.3 ***Patent and Copyright.*** The Recipient shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Technical Assistance Agreement performance or use by the State of materials furnished or work performed under this Technical Assistance Agreement. The State shall reasonably notify the Recipient of any claim for which it may be liable under this paragraph. The United States Federal Government does not have the authority to indemnify and hold harmless the State of Arizona.

6.1.4 ***Third Party Antitrust Violations.*** The Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Recipient, toward fulfillment of this Technical Assistance Agreement.

6.2 ***Indemnification of Contractors.*** Notwithstanding any provision of the Agreement to the contrary, the Authority is not authorized to indemnify a Contractor.

7.0 **Authority's Contractual Remedies**

7.1 ***Right to Assurance.*** If the Authority in good faith has reason to believe that the Recipient does not intend to, or is unable to perform or continue performing under this Technical Assistance Agreement, the Authority may demand in writing that the Recipient give a written assurance of intent to perform. Failure by the Recipient to provide written assurance within the number of days specified in the demand may, at the Authority's option, be the basis for terminating the Technical Assistance Agreement.

- 7.2 ***Suspension or Termination.*** The Director may suspend or terminate this Agreement for failure by Recipient or its agents, including its engineering firm(s), contractor(s) or subcontractor(s) to perform. The Agreement may be suspended or terminated for good cause including but not limited to the terms specified in Paragraphs 8.1 to 8.6 herein.
- 7.3 ***Continuation of Work Activities after Termination.*** Termination of this Technical Assistance Agreement does not prohibit the Recipient from independently continuing work on the project, but any such independent continuation is solely the responsibility of the Recipient.
- 7.4 ***Review.*** The Recipient shall be entitled to appeal any suspension or termination to the Director within 15 days after notice of the suspension or termination is received. The Director shall make a determination within 30 days after Recipient's appeal date. Should the Director uphold the suspension or termination, the Recipient shall be entitled to appeal to the Board of WIFA within 15 days after the Directors determination. The Board's determination shall be a final administrative decision that is subject to judicial review.

## 8.0 **Technical Assistance Agreement Termination**

- 8.1 ***Conflict of Interest.*** The Recipient shall comply with standards of conduct pursuant to 40 CFR 31.36 to avoid conflict of interest. Recipients of federal funds may not participate in the selection, award, or administration of a contract if real or apparent conflict of interest would result.
- 8.2 ***Cancellation for Conflict of Interest.*** Pursuant to A.R.S. § 38-511, the State may cancel this Technical Assistance Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Technical Assistance Agreement on behalf of the State is or becomes at any time while the Technical Assistance Agreement or an extension of the Technical Assistance Agreement is in effect an employee of or a consultant to any other party to this Technical Assistance Agreement with respect to the subject matter of the Technical Assistance Agreement. The cancellation shall be effective when the Recipient receives written notice of the cancellation unless the notice specifies a later time. If the Recipient is a political subdivision of the State of Arizona, it may also cancel this Technical Assistance Agreement as provided in A.R.S. § 38-511.
- 8.3 ***Gratuities.*** The Authority may, by written notice, terminate this Technical Assistance Agreement, in whole or in part, if the Authority determines the Recipient or a representative of the Recipient offered employment or a Gratuity to any officer or employee of the State of Arizona for the purpose of receiving favorable treatment, including the making of any determination or decision, concerning this Technical Assistance Agreement. The Authority, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Recipient.
- 8.4 ***Suspension or Debarment.*** The State may, by written notice to the Recipient, immediately terminate this Technical Assistance Agreement if the State determines that the Recipient has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Execution of a Technical Assistance Agreement shall attest that the Recipient is not currently suspended or debarred. If the Recipient becomes suspended or debarred, the Recipient shall immediately notify the Authority.
- 8.5 ***Termination for Convenience.*** The Authority reserves the right to terminate the Technical Assistance Agreement in whole or in part at any time, when in the best interests of the State of Arizona without penalty or recourse. In the event of termination under this paragraph, all documents, data and reports

prepared by the Recipient under the Technical Assistance Agreement shall become the property of and be delivered to the Authority. The Recipient shall be entitled to receive reimbursement for work completed and materials accepted before notification of termination. The Authority is under no obligation to continue reimbursement for any work activities undertaken after notification of termination.

8.6 ***Termination for Default.*** The Authority reserves the right to terminate the Technical Assistance Agreement in whole or in part due to the failure of the Recipient to comply with any term or condition of the Technical Assistance Agreement or to acquire and maintain all required insurance policies, bonds, licenses and permits. The Authority shall provide written notice of the termination and the reasons for it to the Recipient.

9.0 **Disputes**

9.1 ***Disputes.*** The parties to this Technical Assistance Agreement agree to resolve all disputes arising out of or relating to this Technical Assistance Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable state or federal statutes and laws. As appropriate, Arbiters of disputes involving an Indian Nation must have jurisdiction in the State of Arizona and on Indian lands.

Exhibit A  
Scope of Work

City of Bisbee

Tintown Drainage Study

SCOPE OF WORK

General

Currently, stormwater flows through a small subdivision known as the Tintown Community located south of Highway 92 in Bisbee, AZ. History of the area shows that high velocity storm water surface flows erode the gravel surfaces and floods residents and commercial establishments with low finish floor elevations. The intent of this project is to identify the flow rates and impact points and to determine alternative solutions to the erosion and flooding using "green" design methods, where possible.

Floodplain Status

A significant portion of the Tintown Community area is subjected to flooding and is identified on the FIRM Flood Insurance Rate Map Panel 2517 of 3000 as Zone "A" (No Base Flood Determined).

Associated Community Development Block Grant Efforts

A Community Development Block Grant (CDBG) has been approved for construction of inverted crown streets, slotted drains, outfall storm drains and/or channels; but no funds were identified for alternatives allowing for "green" planning and design investigations. Detention/retention basins intercept and allow for settling of the sediments found with the intense stormwater runoff experienced in this locale. Outfall flows can be metered at a rate that no longer erodes the surface roads and floods buildings. The basins become a logical location for collection and treatment of stormwater. Methods identified in "Green Infrastructure for Southwestern Neighborhoods" – WMG, 2012, will be reviewed and implemented where possible.

Right of Way Considerations

With the CDBG project proposed to start in early 2016, the City of Bisbee has begun discussions with Freeport McMoran (FMI) who owns significant real estate within and adjacent to the Tintown community. FMI has indicated its willingness to dedicate land fee title to the City of Bisbee to be used for stormwater detention basins; such improvements could possibly remove any and all flood areas within the community of Tintown.

## Associated Community Garden Concepts

The City of Bisbee has worked closely with Water Wise which is part of the University of Arizona Cooperative Extension located at the Sierra Vista campus. The City has also work with the Citizen's Science Center of the U of A in the evaluation of irrigating food crops from urban stormwater runoff. Proposal letters from these entities are attached and included in this proposal.

## Study Components

The consultant will prepare a study outlining existing hydrologic conditions of the site and provide technical support for the initial study concept and alternatives. This includes calculation of contributory discharges, establishment of flood limits, initial concepts of retention/detention basins, and hydraulic conveyance including storm drain and channels.

Attached is a preliminary layout which shows conceptually the required lands, basin locations, piping, community garden, and stormwater filtration system location.

The project will include the following tasks:

### Task 1. Project Management and Coordination

1.1. Kick-Off Meeting and Site Visit: Upon Notice to Proceed, The EEC team will schedule a kick-off meeting with the design team, City of Bisbee and WIFA. The purpose of this meeting will be to orient the design team and to identify project requirements. The EEC team will arrange a field review of the project site with the design team, City of Bisbee, and WIFA.

1.2. Progress Meetings: Schedule progress meetings with City of Bisbee, WIFA and some members of the design team on a regular basis. The purpose of the meetings will be to assign project work tasks, monitor project progress and resolve conflicts. We anticipate a total of four meetings.

1.3. Project Schedule: The EEC team will develop a project schedule that shows major project milestones. The schedule will allocate resources to each activity, specify the duration of each activity and define the critical path for project execution. The EEC team will submit the schedule to City of Bisbee for review within ten days after Notice to Proceed.

### Task 2. Survey and Mapping

2.1. Survey and Mapping: Record information will be provided by the City of Bisbee.

### Task 3. Environmental

#### General

Federal funds will be used for construction and, therefore, the project will require environmental approval. WIFA will prepare any required documents for environmental clearance.

### Task 4. Drainage Study and Report

The Drainage Study and Report will be prepared in accordance with City of Bisbee standards.

The Drainage Study will include the following components:

- Compile Data and Background Information
- Estimate Offsite Discharges
- Estimate Onsite Discharges
- On Site Hydraulics (including alternatives)
- Prepare Study Report
- Respond to Comments
- QA/QC and Report Production
- Community Involvement/ Participation
- Miscellaneous (management, correspondence, mobilization,...)

The Drainage Report will include the following:

- A. Title Page
- B. Introduction
- C. Back ground Data
- D. Project Scope
- E. Project Development Considerations

- Design Criteria
- Hydrology and Hydraulic Computations
- Alternative Drainage Solutions
- Environmental Requirements
- Critical outside Agency Involvement
- Community Garden Investigation Results
- Right-of-Way Requirements
- Utility Relocation Requirements
- Seasonal Consideration

F. Other Requirements

G. Estimated Cost

H. Itemized Estimate

I. Vicinity Map

J. Typical Sections

K. Schedule

L. 15% Concept Plans

The Initial Drainage Report will be submitted to WIFA and City of Bisbee for review and comment. Review Comments from the Drainage Report will be incorporated into the Final Drainage Report. The Final Drainage Report will be submitted for Agency approval.

*Task 4 Deliverables: Initial and Final Drainage Report*

## EEC Scope and Cost Estimate

Bisbee Tintown Drainage Study  
Project No. TACW-006-2016

### Scope and Estimated Fee

The following are the estimated costs to complete the scope of work.

Task	Sub-Task	Description	Hours	Staff Type	Rate	Fee
<b>Compile Data and Background Information</b>						
A	1	Site Visit	8	Professional Engineer	\$125.00	1,000.00
	2	Retrieve and compile applicable site plans etc.	4	Engineering Designer	\$100.00	400.00
	3	Retrieve and compile applicable rainfall and soils data	2	Engineering Designer	\$100.00	200.00
<b>Totals</b>			<b>14</b>			<b>1,600.00</b>
<b>Estimate Offsite Discharges</b>						
B	1	Delineate watersheds	4	Professional Engineer	\$125.00	500.00
	2	Calculate discharges (Rational)	6	Professional Engineer	\$125.00	750.00
	3	Prepare watershed map	8	Engineering Designer	\$100.00	800.00
<b>Totals</b>			<b>18</b>			<b>2,050.00</b>
<b>Estimate Onsite Discharges</b>						
C	1	Delineate watersheds	6	Professional Engineer	\$125.00	750.00
	2	Calculate discharges (Rational)	6	Professional Engineer	\$125.00	750.00
	3	Prepare watershed map	8	Engineering Designer	\$100.00	800.00
<b>Totals</b>			<b>20</b>			<b>2,300.00</b>
<b>Onsite Hydraulics (including alternatives)</b>						
D	1	Identify existing flood limits (HEC-RAS)	8	Professional Engineer	\$125.00	1,000.00
	2	Sizing and routing of basins (PondPack)	16	Professional Engineer	\$125.00	2,000.00
	3	Sizing of channels/swales (FlowMaster)	10	Professional Engineer	\$125.00	1,250.00
	4	Sizing storm drain (StormCAD)	12	Professional Engineer	\$125.00	1,500.00
	5	Misc. culvert analysis (CulvertMaster)	10	Professional Engineer	\$125.00	1,250.00
	6	Prepare onsite figure	22	Engineering Designer	\$100.00	2,200.00
<b>Totals</b>			<b>78</b>			<b>9,200.00</b>
<b>Prepare Study Report</b>						
E	1	Narrative of Report	20	Professional Engineer	\$125.00	2,500.00
	2	Site Map and other misc. figures	8	Engineering Designer	\$100.00	800.00
	3	Appendices and tables	4	Engineering Designer	\$100.00	400.00
<b>Totals</b>			<b>32</b>			<b>3,700.00</b>
<b>Respond to Comments</b>						
F	1	Respond to Comments From Reviewing Agency	16	Professional Engineer	\$125.00	2,000.00
<b>Totals</b>			<b>16</b>			<b>2,000.00</b>
<b>QA/QC and Report Production</b>						
G	1	Printing and Assembly	8	Engineering Designer	\$100.00	800.00
	2	QA/QC	6	Professional Engineer	\$125.00	750.00
<b>Totals</b>			<b>14</b>			<b>1,550.00</b>
<b>Community Involvement/Participation</b>						
H	1	Water Wise and Citizens Science Center Coordination	6	Professional Engineer	\$125.00	750.00
	2	Individual Property Meetings/Discussions	6	Professional Engineer	\$125.00	750.00
<b>Totals</b>			<b>12</b>			<b>1,500.00</b>
<b>Miscellaneous (15%)</b>						
I	1	Management, Correspondence, Mobilization, Mileage, Meetings etc.				4,560.00
<b>Totals</b>						<b>4,560.00</b>
<b>Outside Services</b>						
J	1	U of A Citizens Science Center				2,500.00
	2	U of A Water Wise Program				1,000.00
	3	City of Bisbee staff - 50 hrs at \$60.00/hr				3,000.00
<b>Totals</b>						<b>6,500.00</b>

**Total Estimated Cost**

**192**

**34,960.00**

This proposed fee includes EEC's hydrology staff time to prepare a Study Report summarizing the recommendations and initial study for the proposed Tintown project. This does not include environmental permitting or cost for survey. The best available survey will be used in this planning phase

11/10/2015

***WATER WISE PROGRAM  
PROPOSAL***



450 S. Haskell Avenue, Willcox AZ 85643-2790 • 520-384-3594 • Fax: 520-384-3681

1140 N. Colombo, Sierra Vista AZ 85635-2390 • 520-458-8278 ext. 2141 • Fax: 520-458-5823 • [extension.arizona.edu/cochise](http://extension.arizona.edu/cochise)

EDUCATIONAL ASSISTANCE TO THE CITY OF BISBEE FOR WIFA CLEAN WATER  
(WASTEWATER OR STORMWATER) PROJECT IN TIN TOWN

University of Arizona Cochise County Cooperative Extension Water Wise Program

November 9, 2015

**Craig Allison, PE**

Sr. Vice President | Public Works

**Engineering and Environmental Consultants, Inc. (EEC)**

4625 E. Fort Lowell Road, Tucson, AZ 85712

Dear Mr. Allison,

The University of Arizona Cochise County Cooperative Extension Water Wise Program will provide the following in assisting the City of Bisbee with their WIFA clean water (wastewater or stormwater) project in Tin Town.

Services: for assisting with technical information and education on stormwater and rooftop rainwater harvesting for Tin Town residents, and for assistance on securing other grant funds for water harvesting systems. If needed, we would contribute some our expertise and time as in-kind donation.

Cost:

- 10.5% (\$105) will be deducted payment for University of Arizona for processing
- 41.67 hours for UA Cochise County Cooperative Extension Water Wise Instructional Specialist, Sr. @ \$15.95/hr +34.7% ERE (\$5.53/hr) = \$21.48/hr = \$895

Total: \$1000

If you have further questions, please don't hesitate to contact me.

*Cado Daily*  
Cado Daily

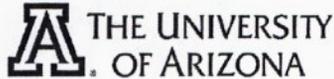
Water Resources Coordinator

UA Cochise County Cooperative Extension

[cdaily@email.arizona.edu](mailto:cdaily@email.arizona.edu)

520.458.8278. 2139

***CITIZENS SCIENCE CENTER  
PROPOSAL***



Department of Soil, Water and  
Environmental Science  
College of Agriculture and Life Sciences

1177 E. Fourth Street  
P.O. Box 210038  
Tucson, AZ 85721-0038  
Tel: (520) 621- 1646  
Fax: (520) 621- 1647  
<http://swes.cals.arizona.edu/>

November 6, 2015

Craig Allison, PE  
Sr. Vice President/Public Works  
Engineering and Environmental Consultants, Inc. (EEC)  
4625 E. Fort Lowell Road  
Tucson, AZ 85712

Re: Tintown, Bisbee Arizona Drainage Study and Community Garden Project

Dear Mr. Allison,

My lab, the Integrated Environmental Science and Health Risk Laboratory within the Department of Soil, Water and Environmental Science at the University of Arizona - College of Agriculture & Life Science is excited to work with you on the Tintown Drainage Study. My research team has been allocated \$2,500 to:

- Support 50 hours of labor for a Associate-level Graduate Research Student to interpret soil quality data and select appropriate crops for the Community Garden
- Travel, lodging, meals and incidentals for a two people for a total of three trips to Bisbee AZ
- Conduct soil sampling and analysis

My laboratory will not exceed \$2,500 and we plan on working with your office starting in January 2016. Please feel free to keep me updated regarding your schedule and we will do our best to support your needs.

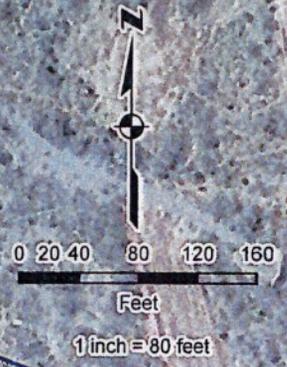
Sincerely,

A handwritten signature in black ink, appearing to read 'M. R.' followed by a long, sweeping horizontal line that ends in a small upward hook.

Mónica Ramírez-Andreotta, M.P.A., Ph.D.  
College of Agriculture & Life Sciences Department of Soil, Water and Environmental Science (home)  
College of Public Health's Division of Community, Environment & Policy (joint)  
University of Arizona  
1177 E Fourth Street, Rm. 429, Tucson, AZ 85721  
[mdramire@email.arizona.edu](mailto:mdramire@email.arizona.edu)

cc: Thomas J. Klimek

***PRELIMINARY CONCEPT LAYOUT***



### TIN TOWN STREET AND DRAINAGE IMPROVEMENTS

- Legend**
- Filter for Irrigation
  - Existing Culvert
  - Proposed Slotted Drain
  - Proposed Storm Drain
  - Community Garden
  - Sewer Lift Station
  - Proposed Basin
  - FEMA-ZONE A



118 Arizona Street  
Bisbee Arizona 85603

Date: 8/11/2015  
Path: J:\Hydrology\JLome\Proposals\Tin Town\Site Figure.mxd



LOCATION MAP-NOT TO SCALE

Exhibit B  
Budget

**WIFA and Recipient Project Budget and Deliverables**  
*Green Projects*

**Project Name:** Tintown Drainage and Green Infrastructure Study

**Recipient:** City of Bisbee

**Tasks to be funded by WIFA**

Task	Description of Task	Budget
1	Compile Data and Background Information, Estimate Discharges, Onsite Hydraulics (Tasks A – D)	\$15,150
2	Report Preparation (Tasks E – G)	\$7,250
3	Community Involvement and Miscellaneous (Tasks H – I)	\$6,060
4	U of A services (Task J)	\$3,500
	<b>Total</b>	<b>\$31,960</b>

**Tasks to be funded by Recipient**

*Not required to report – match requirement waived for green projects*

Total Budget:           \$34,960

WIFA Portion:           **\$31,960**

Recipient Match:       \$3,000 (city staff time)

List of Project Deliverables:

1. Tintown Drainage and Green Infrastructure Report

**DOUGLAS A. DUCEY**  
Governor



**SANDRA L. SUTTON**  
Executive Director

**Water Infrastructure Finance Authority of Arizona**

*Arizona's water and wastewater funding source*

1110 W. Washington Street, Suite 290, Phoenix, Arizona 85007 | [azwifa.gov](http://azwifa.gov) | (602) 364-1310

March 1, 2016

Andy Haratyk, Interim Public Works Director  
City of Bisbee  
118 Arizona Street  
Bisbee, AZ 85603

***Notice to Proceed***

WIFA Technical Assistance Agreement 810054-16

Dear Mr. Haratyk,

The Water Infrastructure Finance Authority (WIFA) of Arizona has received a signed Planning and Design Technical Assistance Agreement from the City of Bisbee. Enclosed you will find your copy of the signed Agreement.

To request a disbursement of technical assistance funds, the project manager should fill out and sign one of the Disbursement Request forms sent to you by email. When submitting a disbursement requisition you will need to include documentation of the expenses in the form of an invoice or receipt.

Please mail all documents to my attention at the address above. We look forward to working with you on your project. If you have any questions, please contact me at (602) 364-1321.

Sincerely,

A handwritten signature in black ink, appearing to read "Melanie Ford". The signature is fluid and cursive.

Melanie Ford  
Technical Program Supervisor