



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 02/02/21

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

Stantec Consulting Services, Inc. (Headquarters: Edmonton, Alberta, Canada)

***Project Title/Description:**

Brawley Wash Watershed Plan

***Purpose:**

Award: Contract No. CT-FC-21-290. This award of contract is recommended to the highest qualified consultant in the amount of \$744,494.48 for a contract term from 02/02/21 to 06/30/23 for the development of a PL-566 Watershed Plan. Administering Department: Regional Flood Control District

***Procurement Method:**

Solicitation for Qualifications No. SFQ-PO-2100003 was conducted in accordance with A.R.S. § 34-603 and Pima County Board of Supervisors Policy D 29.1. Four (4) responsive statements of qualifications were received and evaluated by a six (6) member committee using qualifications and experience-based selection criteria. Based upon the evaluation of the respondents' written representations of their qualifications and necessary due diligence, a short list of three (3) respondents were invited to interviews. As a result of the combined scoring of the written statements of qualifications and interviews, the highest qualified consultant is recommended for award.

Attachments: Notice of Recommendation for Award and Contract.

***Program Goals/Predicted Outcomes:**

The project will develop a Watershed Plan that will identify ways to reduce flooding and erosion in the Brawley Wash resulting in improved public safety and reduced risk to infrastructure. It will also identify alternatives that will reduce long term maintenance, improve habitat for wildlife and have a net benefit to cost for agriculture.

***Public Benefit:**

The plan will reduce risk to people and property from flooding and erosion, as well as improve wildland habitat.

***Metrics Available to Measure Performance:**

Availability of a plan suitable for additional funding from the USDA Natural Resources Conservation Service for implementation.

***Retroactive:**

No

JAN 27 2021 10:10 AM PCD/KCF/H

To: COB-1-27-21
Ver. - 1

Procure Dept 01/27/21 01/27/21

(1) Pgs - 81 Allendum

Contract / Award Information

Document Type: CT Department Code: FC Contract Number (i.e., 15-123): 21-290
Commencement Date: 02/02/21 Termination Date: 06/30/23 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$* 744,494.48 ☐ Revenue Amount: \$ _____

*Funding Source(s) required: U.S. Dept. of Agriculture Grant and Flood Control Tax Levy

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☒ Yes ☐ No

If Yes, is the Contract to a vendor or subrecipient? Vendor

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____
☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the
Federal government or passed through other organization(s)? _____

Contact: Keith E. Rogers Digitally signed by Keith E. Rogers
Date: 2021.01.19 10:57:42 -07'00'

Terri Spencer Digitally signed by Terri Spencer
Date: 2021.01.19 14:31:41 -07'00'

Department: Procurement Mary Jo Furphy Digitally signed by Mary Jo Furphy
Date: 2021.01.19 15:52:13 -07'00' Telephone: 724-3542

Department Director Signature/Date: [Signature] 1/20/21

Deputy County Administrator Signature/Date: [Signature] 1/20/2021

County Administrator Signature/Date: [Signature] 1/20/21
(Required for Board Agenda/Addendum Items)



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: January 14, 2021

The Pima County Procurement Department hereby issues formal notice to respondents to **Solicitation No. SFQ-PO-2100003 for Brawley Wash Watershed Plan** that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Directors on or after February 2, 2021.

Award is recommended to the most qualified Respondent.

AWARDEE NAME

Stantec Consulting Services, Inc.

OTHER RESPONDENT NAMES

Tetra Tech, Inc.
WEST Consultants, Inc.

NOTE: Pursuant to A.R.S. §34-603(H), only the names of the firms on the final list may be disclosed.

Issued by: Keith E. Rogers, CPPB; Procurement Officer

Telephone Number: 520-724-3542

This notice is in compliance with Pima County Procurement Code §11.12.010(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

PROJECT: BRAWLEY WASH WATERSHED PLAN

CONSULTANT: STANTEC CONSULTING SERVICES, INC.
5151 E. BROADWAY BLVD., SUITE 400
TUCSON, AZ 85711

CONTRACT NO.: CT-FC-21-290

AMOUNT: \$744,494.48

FUNDING: U.S. DEPT. OF AGRICULTURE GRANT AND FLOOD CONTROL TAX LEVY

CONSULTANT SERVICES CONTRACT

THIS Contract is entered into between Pima County Regional Flood Control District, a special taxing District under A.R.S. Title 48, hereinafter called DISTRICT, and Stantec Consulting Services, Inc., hereinafter called CONSULTANT, collectively referred to as the Parties.

WITNESSETH

WHEREAS, DISTRICT requires the services of a CONSULTANT registered in the State of Arizona and qualified to provide PL-566 Watershed Plan development services for the Brawley Wash Watershed Plan project; and,

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

WHEREAS, based on CONSULTANT'S representations in response to Pima County Solicitation No. SFQ-PO-2100003, CONSULTANT was determined to be the most qualified for this Project; and

WHEREAS, CONSULTANT has proposed to perform the work at a price acceptable to DISTRICT.

NOW, THEREFORE, in consideration of the foregoing recitals and other valuable and good consideration the Parties agree as follows:

ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES

This Contract as approved by the Board of Directors commences on February 2, 2021, and terminates on June 30, 2023, unless sooner terminated or further extended pursuant to the provisions of this Contract.

DISTRICT has the option to extend the Contract termination date for project completion. Any modification or extension of the Contract termination date will be by formal written amendment executed by the Parties. The Procurement Director or the DISTRICT Board of Directors, as required by the Pima County Procurement Code, must approve change orders to this Contract or the Scope of Services before CONSULTANT performs the work authorized by the change order.

ARTICLE 2 – SCOPE OF SERVICES

CONSULTANT agrees to provide PL-566 Watershed Plan development services for the DISTRICT as described in EXHIBIT "A" - SCOPE OF SERVICES (19 pages).

ARTICLE 3 – COMPENSATION AND PAYMENT

In consideration of the services specified in this Contract, DISTRICT agrees to pay CONSULTANT Not to Exceed Seven Hundred Forty-Four Thousand Four Hundred Ninety-Four Dollars and Forty-Eight Cents (\$744,494.48). CONSULTANT'S fees will be as stated in EXHIBIT "B" - CONSULTANT FEE PROPOSAL (39 Pages), attached to this Contract. Hourly rates and all other rates included under this Contract will remain fixed throughout the term of the Contract. DISTRICT may consider adjustments to rates in connection with any extensions of the Contract term.

Unless otherwise agreed, CONSULTANT will submit invoices monthly. All invoices will be accompanied by a narrative description of the work performed during the period covered by the invoice, time accounting information, and an allocation of all direct costs, including reimbursable costs and SUBCONSULTANT charges, to the tasks identified in the Scope of Work for which those costs were incurred. The time accounting information should be sufficient to show the workers and hours worked by day for the period covered by the invoice. SUBCONSULTANT charges will be supported by appropriate documentation with each separate invoice submitted.

For the period of record retention required under Article 22, DISTRICT reserves the right to question any payment made under this article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

CONSULTANT will not perform work in excess of the Contract Amount without prior authorization by an amendment executed by DISTRICT. Work performed in excess of the Contract Amount without prior authorization by amendment is at CONSULTANT'S own risk.

This contract is funded wholly or partially by a Grant and is subject to the additional Federal requirements in **EXHIBIT "C" - Federal Provisions (3 pages)**. For this Contract, the Federal Granting Agency is the United States Department of Agriculture (USDA).

ARTICLE 4 – INSURANCE

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. DISTRICT in no way warrants that the minimum limits contained herein are sufficient to protect the CONSULTANT from liabilities that arise out of the performance of the work under this Contract. CONSULTANT'S insurance will be placed with companies licensed in the State of Arizona and insureds will have an "A.M. Best" rating of not less than A- VII.

4.1 Minimum Scope and Limits of Insurance:

CONSULTANT will procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

4.1.1 General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage.

4.1.2 Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.

4.1.3 Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$1,000,000.

Note: The Workers' Compensation requirement will not apply to a CONSULTANT that is exempt under A.R.S. § 23-901, and when such CONSULTANT executes the appropriate DISTRICT Sole Proprietor or Independent CONSULTANT waiver form.

4.1.4 Professional Liability (Errors and Omissions) Insurance – This insurance is required when soliciting work from licensed professionals. The policy limits will be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The policy will cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy will precede the effective date of this Contract and, 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.

4.2 Additional Insurance Requirements:

The policies will include, or be endorsed to include, as required by this written agreement, the following provisions:

- 4.2.1 Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies will each be endorsed to include DISTRICT and U.S. Department of Agriculture), their departments, districts, boards, commissions, officers, officials, agents, and employees as additional insured's with respect to liability arising out of the activities performed by or on behalf of the CONSULTANT.
- 4.2.2 Subrogation Endorsement: The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of DISTRICT, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the CONSULTANT.
- 4.2.3 Primary Insurance Endorsement: The CONSULTANT'S policies will stipulate that the insurance afforded the CONSULTANT will be primary and that any insurance carried by the Department, its agents, officials, employees or DISTRICT will be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 4.2.4 Insurance provided by the CONSULTANT will not limit the CONSULTANT'S liability assumed under the indemnification provisions of this Contract.

4.3 Notice of Cancellation:

Each required Insurance policy must provide, and certificates specify, that DISTRICT will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payments of a premium. Notice shall include the DISTRICT project or contract number and project description.

4.4 Verification of Coverage:

CONSULTANT will furnish DISTRICT with certificates of insurance as required by this Contract. An authorized representative of the insurer will sign the certificates.

- 4.4.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by DISTRICT before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 4.4.2 All certificates required by this Contract will be sent directly to the Department. DISTRICT project or contract number and project description will be noted on the certificate of insurance. DISTRICT reserves the right to require complete copies of all insurance policies required by this Contract at any time.

4.5 Approval and Modifications:

DISTRICT Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the DISTRICT'S failure to obtain a required insurance certificate or endorsement, the DISTRICT'S failure to object to a non-complying certificate or endorsement, or the DISTRICT'S receipt of any other information from the CONSULTANT, its insurance broker(s) and /or insurer(s), constitutes a waiver of any of the Insurance Requirements.

ARTICLE 5 – INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT indemnifies and holds harmless DISTRICT and U.S. Department of Agriculture, their officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorney's fees and court costs, to the extent caused by any negligent, reckless or intentionally wrongful act or omission of CONSULTANT, its agents, employees or anyone acting under its direction or control or on its behalf in connection with performance of this Contract. The obligations under this Article do not extend to the negligence of DISTRICT, its agents, employees or indemnities.

All warranty and indemnification obligations under this Contract survive expiration or termination of the Contract, unless expressly provided otherwise. Any indemnification provision inconsistent with A.R.S. § 34-226 is, in all cases, not void, but will be interpreted and applied as if it were consistent with A.R.S. § 34-226.

Upon request, CONSULTANT may fully indemnify and hold harmless any private property owner granting a right of entry to CONSULTANT for the purpose of completing the project.

ARTICLE 6 – COMPLIANCE WITH LAWS

CONSULTANT will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona govern the rights of the Parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract will be brought and maintained in Superior Court in Pima County. Any changes in the governing laws, rules, and regulations during the term of this Contract apply, but do not require an amendment.

ARTICLE 7 – STATUS OF CONSULTANT

The status of the CONSULTANT is that of an independent contractor and CONSULTANT is not considered an employee of Pima County and is not entitled to receive any of the fringe benefits associated with regular employment, and is not subject to the provisions of the merit system. CONSULTANT is responsible for payment of all Federal, State and Local taxes associated with the compensation received by CONSULTANT from DISTRICT. CONSULTANT is responsible for program development and operation without supervision by DISTRICT.

ARTICLE 8 – CONSULTANT'S PERFORMANCE

CONSULTANT will perform the work in accordance with the terms of the Contract and with the degree of care and skill required of any similarly situated Arizona registrant. CONSULTANT will employ suitably trained and skilled professional personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel DISTRICT relied upon in making this Contract, CONSULTANT will obtain the approval of DISTRICT.

CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by CONSULTANT under this Agreement. Without additional compensation, CONSULTANT will correct or revise any errors, omission, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of CONSULTANT found during or after the course of the services performed by or for CONSULTANT under this Agreement, regardless of DISTRICT having knowledge of or condoning or accepting the products or the services. Correction of such deficiencies will be at no cost to DISTRICT.

ARTICLE 9 – NON-WAIVER

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

ARTICLE 10 – SUBCONSULTANT

CONSULTANT is fully responsible for all acts and omissions of its SUBCONSULTANT and of persons directly or indirectly employed by SUBCONSULTANT and of persons for whose acts any of them may be liable to the same extent that CONSULTANT is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of DISTRICT to pay or see to the payment of any money due any SUBCONSULTANT, except as may be required by law.

ARTICLE 11 – NON-ASSIGNMENT

CONSULTANT may not assign its rights to this Contract in whole or in part, without prior written approval of DISTRICT. DISTRICT may withhold consent to assignment at its sole discretion, provided that DISTRICT will not unreasonably withhold such approval.

ARTICLE 12 – NON-DISCRIMINATION

CONSULTANT will comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this Contract as if set forth in full herein **including flow down of all provisions and requirements to any SUBCONSULTANTS**. During the performance of this Contract, CONSULTANT will not discriminate against

any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

ARTICLE 13 – AMERICANS WITH DISABILITIES ACT

CONSULTANT will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If CONSULTANT is carrying out government programs or services on behalf of DISTRICT, then CONSULTANT will maintain accessibility to the program to the same extent and degree that would be required of the DISTRICT under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

ARTICLE 14 – CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to the provisions of A.R.S. §38-511 which provides in pertinent part:

"The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of 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 to the contract with respect to the subject matter of the contract."

ARTICLE 15 – TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONSULTANT to cure a default under this Contract within ten (10) days of receipt of notice from DISTRICT of the default, DISTRICT may, in its sole discretion, terminate this Contract for default by written notice to CONSULTANT. In this event, DISTRICT may take over the work and complete it by Contract or otherwise. The CONSULTANT and its sureties, if any, will be liable for any damage to the DISTRICT resulting from CONSULTANT'S default, including any increased costs incurred by DISTRICT in completing the work.
- B. The occurrence of any of the following constitutes an event of default:
1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this Contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
 2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;
 3. Failure to provide competent supervision at the site;
 4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or remove any defective or deficient Material
 5. Failure to make prompt payment to subconsultants or suppliers for material or labor;
 6. Loss of CONSULTANT'S business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONSULTANT'S performance of this Contract;
 7. Disregard of laws, ordinances, or the instructions of DISTRICT or its representatives, or any otherwise substantial violation of any provision of the Contract; or
 8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONSULTANT, or CONSULTANT becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- C. In the event of a termination for default:
1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONSULTANT for this project become DISTRICT'S property and will be delivered to DISTRICT not later than five (5) business days after the effective date of the termination;
 2. DISTRICT may withhold payments to CONSULTANT arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due DISTRICT from CONSULTANT is determined; and

3. Subject to the immediately preceding subparagraph (2), DISTRICT'S liability to CONSULTANT will not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.
- D. The Contract will not be terminated for default nor CONSULTANT charged with damages under this Article, if—
 1. Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the CONSULTANT. Examples of such causes include—
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of DISTRICT in either its sovereign or contractual capacity,
 - (iii) Acts of another consultant in the performance of a Contract with the DISTRICT,
 - (iv) Fires,
 - (v) Floods,
 - (vi) Epidemics,
 - (vii) Quarantine restrictions,
 - (viii) Strikes,
 - (ix) Freight embargoes,
 - (x) Unusually severe weather, or
 - (xi) Delays of subconsultants or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONSULTANT and the subconsultants or suppliers; and
 2. CONSULTANT, within three (3) days from the beginning of any event of default or delay (unless extended by DISTRICT), notifies DISTRICT in writing of the cause(s) therefor. In this circumstance, DISTRICT will ascertain the facts and the extent of the resulting delay. If, in the judgment of DISTRICT, the findings warrant such action, DISTRICT may extend the time for completing the work.
- E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONSULTANT'S onsite project manager, facsimile transmission, or under the Notices clause of this Contract.
- F. If, after termination of the Contract for default, it is determined that CONSULTANT was not in default, or that the delay was excusable, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of DISTRICT.
- G. The rights and remedies of DISTRICT in this Article are cumulative and in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 16 – TERMINATION FOR CONVENIENCE OF DISTRICT

DISTRICT may terminate this Contract at any time by giving written notice to CONSULTANT of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials will, at the option of the DISTRICT, become its property. If DISTRICT terminates the Contract as provided herein, DISTRICT will pay CONSULTANT an amount based on the time and expenses incurred by CONSULTANT prior to the termination date. However, DISTRICT will make no payment for anticipated profit on unperformed services.

ARTICLE 17 – NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason the Pima County Regional Flood Control District Board of Directors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, DISTRICT will have no further obligation to CONSULTANT, other than payment for services rendered prior to termination.

ARTICLE 18 – NOTICES

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

DISTRICT:

Suzanne Shields, Director
Regional Flood Control District
Public Works Building, 9th Floor
201 N Stone
Tucson, AZ 85701
Tel: (520) 724-4600
Fax: (520) 724-4621

CONSULTANT:

Robert Eichinger
Stantec Consulting Services, Inc.
5151 E. Broadway Blvd.
Suite 400
Tucson, AZ 85711
Tel: (520) 687-6231
Fax: (520) 750-7470

ARTICLE 19 – OTHER DOCUMENTS

CONSULTANT and DISTRICT in entering into this Contract have relied upon information provided in CONSULTANT'S response to a request for fee proposal. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract. CONSULTANT will perform services in accordance with the terms of the Contract and at a level of care consistent with prevailing industry standards. In the event any provision of this Contract is inconsistent with those of any other document, the Contract provisions will prevail.

ARTICLE 20 – REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in ARTICLE 25 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE 21 – SEVERABILITY

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

ARTICLE 22 – BOOKS AND RECORDS

CONSULTANT will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of DISTRICT.

CONSULTANT will retain all records relating to this Contract at least five (5) years after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, CONSULTANT may, at its option, deliver such records to DISTRICT for retention.

ARTICLE 23 – DELAYS

Neither party hereto will be in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

ARTICLE 24 – DISPUTES

In the event of a dispute between DISTRICT and CONSULTANT regarding any part of this Contract or the Parties' obligations or performance hereunder, either Party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either Party may request escalation of the issue to a meeting between the Director of the Pima County Regional Flood Control District and CONSULTANT'S counterpart official, such meeting to be held within one week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either Party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

The Parties will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.

ARTICLE 25 – OWNERSHIP OF DOCUMENTS

All original drawings, field data, estimates, field notes, plans, specifications, documents, reports, calculations, and other information developed by CONSULTANT under this Contract vest in and become the property of DISTRICT and will be delivered to DISTRICT upon completion or termination of the services, but CONSULTANT may retain and use copies thereof. DISTRICT agrees that the material will not be used for any project other than the project for which it was designed without the express permission of CONSULTANT.

ARTICLE 26 – PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by CONSULTANT in any way related to this Contract, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any information submitted related to this Contract that CONSULTANT believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL prior to submittal to DISTRICT and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a public record and should not include any information considered confidential.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., DISTRICT will release records marked CONFIDENTIAL ten (10) business days after the date of notice to CONSULTANT of the request for release, unless CONSULTANT has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. CONSULTANT will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

DISTRICT will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor will DISTRICT be in any way financially responsible for any costs associated with securing such an order.

ARTICLE 27 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONSULTANT will at all times during the term of this Contract comply with all federal immigration laws applicable to CONSULTANT'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONSULTANT will further ensure that each SUBCONSULTANT who performs any work for CONSULTANT under this Contract likewise complies with the State and Federal Immigration Laws.

DISTRICT has the right at any time to inspect the books and records of CONSULTANT and any SUBCONSULTANT in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONSULTANT'S or any SUBCONSULTANT'S warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONSULTANT to penalties up to and including suspension or termination of this Contract. If the breach is by a SUBCONSULTANT, and the subcontract is suspended or terminated as a result, CONSULTANT will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement SUBCONSULTANT (subject to DISTRICT approval if DBE preferences apply), as soon as possible so as not to delay project completion.

CONSULTANT will advise each SUBCONSULTANT of DISTRICT'S rights, and the SUBCONSULTANT'S obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONSULTANT hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONSULTANT's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONSULTANT further agrees that DISTRICT may inspect the SUBCONSULTANT's books and records to insure that SUBCONSULTANT is in compliance with these requirements. Any breach of this paragraph by

SUBCONSULTANT is a material breach of this contract subjecting SUBCONSULTANT to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of CONSULTANT. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONSULTANT'S approved construction or critical milestones schedule, such period of delay will be excusable delay for which CONSULTANT will be entitled to an extension of time, but not costs.

ARTICLE 28 – ISRAEL BOYCOTT CERTIFICATION:

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

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ARTICLE 29 - ENTIRE AGREEMENT

This document constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written Amendment signed by the parties.

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Contract on the dates written below.

APPROVED:


Chair, Board of Directors

Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney

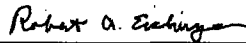
Kell Olson

Name (Please Print)

01/20/2021

Date

CONSULTANT:



Signature

Robert A. Eichinger, Principal

Name and Title (Please Print)

January 20, 2021

Date

EXHIBIT “A” - SCOPE OF SERVICES (19 Pages)



EXHIBIT "A" – SCOPE OF SERVICES
BRAWLEY WASH WATERSHED PLAN
FINAL SCOPE OF WORK
STANTEC CONSULTING SERVICES INC.

JANUARY 12, 2021

1. GENERAL DESCRIPTION

A. BACKGROUND

The 198,000-acre (309 square miles) Brawley Wash project area is characterized by severe erosion and sedimentation, especially in areas where embankments, levees and canals from formerly irrigated land are no longer maintained and break up natural flow patterns. This causes the loss of wildlife habitat, disruption of natural floodplains and natural drainage flow paths. The proposed PL-566 watershed plan will evaluate floodplain restoration, erosion control, structure removal and other conservation measures within the Planning Area and alternatives located primarily on County and City owned lands (see Attachment 1 – Brawley Wash Watershed Study Area – Pima County and City of Tucson Lands). These are consistent with actions identified in the Pima County Flood Control District's 2020 Floodplain Management Plan. The Pima County Flood Control District (District) is the principal governmental entity charged with floodplain management, has managed projects of similar scope and size, and is a co-implementer of related conservation efforts, including Pima County's Sonoran Desert Conservation Plan (SDCP), Multi-Species Conservation Plan (MPSCP), and the Riparian In-Lieu Fee Mitigation Program. The In-Lieu program will provide the revenue to fulfill the cost-share requirements for project implementation under PL-566.

The District is working in close coordination with Pima County, the City of Tucson, and the Altar Valley Conservation Alliance (AVCA) - a broad area stakeholder coalition. The conservation work to be evaluated in the PL-566 Watershed Plan for the Brawley Wash will build on previous planning and data collection efforts including in the SDCP, the MSCP, a previous 566 Plan (Brawley Wash Natural Resource Restoration Plan, Soil Conservation Service, June 1992), the NRCS June 2008 Brawley Wash – Los Robles Wash Watershed Rapid Watershed Assessment (RWA) and the District's 2020 Floodplain Management Plan. The District formulated the Floodplain Management Plan in coordination with a broad range of public stakeholders; including local governments, agricultural interests and conservationists; over the course of a two-year public planning process. The project will also benefit a small, farming and ranching agricultural community, and will include the Tohono O'odham Nation - a Native American Tribe.

B. WATERSHED RESTORATION PROJECT

This project will address PL-566 eligible purposes, by reducing erosion and sedimentation, improving wildlife habitat, improving flood control and watershed flood prevention. The project will maintain the viability of area farming and ranching, including newly cultivated lands of the Tohono O'odham Nation.



C. PROJECT PURPOSE

The purpose of this project is to prepare a PL-566 Watershed Plan Environmental Assessment (EA) for the Brawley Wash that complies with Part 601 of Title 390 – the National Watershed Program.

D. PROJECT DESCRIPTION

The Natural Resources Conservation Service (NRCS) has entered into an agreement with the District to prepare a PL-566 watershed plan for the Brawley Wash Watershed Project in Pima County, Arizona. Upon implementation, the plan will provide erosion protection, reduce flooding, restore denuded abandoned farmland for wildlife habitat, and reduce or mitigate against invasive species. Anticipated key proposed actions will be the removal of unnecessary diversions to restore natural floodplain function, and implementation of erosion control in County and/or City owned lands. The resulting planned project will have a net benefit to cost with at least a 20% benefit to agriculture. The project (Project Study Area) will cover the six Hydrologic Unit Code (HUC-12) watersheds indicated in Attachment 1.

E. AUTHORIZATION

Pima County retained Stantec Consulting Services Inc. under Contact Number SFQ-PO-2100003 to conduct and prepare the Watershed Plan-EA. The work will be conducted under the contract rates under Contract SFQ-2100003.

F. PLAN CONFORMANCE

The Plan-EA Document will describe alternatives and examine reasonable alternatives in detail and identify the preferred alternative as the most technically, economically, socially and environmentally defensible alternative as determined by NRCS in consultation with the Project Sponsor. The Plan- EA Document must be prepared in accordance with the National Environmental Policy Act (NEPA) and related environmental and economic documentation requirements.

All work shall conform to all NRCS policy documents and technical guidelines and references. NRCS Policy documents will include the General Manual (GM), National Engineering Manual (NEM), National Operations and Maintenance Manual (NOMM), the National Watershed Program Manual (NWPM) and the "Guidance for Conducting Analyses under the Principles, Requirements, and Guidelines for Water and Land Related Resources Implementation Studies and Federal Water Resource Investments DM 9500-013: (USDA, January 2017). NRCS technical material will include all the sections in, but not limited to, the National Engineering Handbook (NEH), National Handbook of Conservation Practices (NHCP), Technical Releases (TR), Technical Notes (TN) and Arizona NRCS Field Office Technical Guides. The work shall also conform to the Principles, Requirements and Guidelines.

2. SCOPE OF WORK

The following scope of work (SOW) outlines the work tasks to be completed to develop the Watershed Plan and Environmental Assessment (Plan-EA).

The completion date for this Watershed Plan-EA is August 1, 2022. The performance time will therefore include all planning services, meetings, conferences, and reviews. If during the course of the study the completion date for the Watershed Plan-EA would require revision/extension Stantec will provide to the District supporting documentation related to a revised completion date.

TASK 1 IDENTIFY PROBLEMS, DETERMINE OBJECTIVES, INVENTORY RESOURCES AND ANALYSES

1. IDENTIFY PROBLEMS, OPPORTUNITIES AND CONCERNS

This task will initiate the identification, problems, opportunities, and concerns within the watershed in consultation with the District and NRCS and project sponsors. The consultation process includes obtaining information regarding goals, objectives, obtaining local planning information, any long-range conservation plans and priorities, and soliciting and obtaining information from other sources (State, Tribal, Federal, County, Municipal). Stantec will review the purpose and need for the proposed actions. Stantec understands that the District and NRCS have initiated internal discussions on developing the purpose and need for the project. The District and NRCS have established the planning team and Stantec will be included as part of the planning team for the project. The planning team will conduct the elements of the project work plan to conduct and prepare the Plan-EA for the Brawley Wash Watershed.

2. PUBLIC INVOLVEMENT

Stantec's public involvement subconsultant will prepare a draft Public Involvement Outline (PIO). The draft PIO will provide a tentative approach, outline, level of public outreach, number of public meetings, meeting formats, recording public comments, contact information and anticipated presentation techniques (PowerPoints, District project website). It is assumed due to COVID-19 that all meetings for the purposes of this scope of work will be held in a web-based virtual format. If in-person public meetings are requested to be held, these would be additional services. The draft PIO will be provided to the District for review and comment. Stantec will revise the draft PIO per resolved review comments. The PIO may be updated appropriately throughout the duration of the project to adjust to project needs. Stantec will assist with the preparation of meeting agendas, graphics for exhibits, and prepare meeting notes (draft and final) for each meeting.

The PIO will include:

- Twelve (12) undefined informational meetings to be conducted as requested by the District to gather information and discuss alternatives. These meetings could be individual or group meetings with public agencies, conservation associations, developers, neighborhood associates or individual landowners. These meetings will be conducted on requested and approval by the District. It is assumed each meeting is 1.5 hours in duration. Appropriate Stantec team members will participate in these meetings depending on the nature of the meeting and attendees. Each meeting, at a minimum, will be attended by Stantec's project manager and/or project technical leader and appropriate subconsultant staff when requested.
- Stantec will assist the District with reviewing the fact sheet prepared by the District for the project for use in educating the public about the study. This will be a one-time limited review for content, messaging, and timeframe for the project.
- Stantec shall facilitate, participate and provide staff for two (2) public meetings. It is anticipated the first public meeting will to be held as part of the scoping process and to solicit input from the public regarding watershed information, concerns, issues, problems and opportunities. The second public meeting is anticipated to be held during the submittal of the Draft Plan-EA. It is anticipated that each public meeting will be two (2) hours in duration.
- Stantec will provide (in digital format) draft presentation graphics for review and approval by the District approximately two weeks prior to each meeting.

- Stantec will be responsible for recording public comments and responses to those comments. These will be included in the project reviewable record.

3. DATA COLLECTION/LITERATURE REVIEW – DISTRICT AND NRCS

Stantec will request from the District and NRCS existing and available data, reports, studies and investigations, including GIS shapefiles, for the watershed and current NRCS reference documents, guidelines and manuals/handbooks. These data will be provided to Stantec by the District and NRCS at no cost to Stantec. Additional data will be collected in subtask 6 as part of the inventory of resources of concern. Data to be collected from the District and NRCS includes but is not limited to the following:

- Hydrology and hydraulics studies, reports, models (previous, existing and on-going),
- Previous watershed planning studies (and GIS shapefiles),
- District technical manuals,
- Soils data, layers, classifications, GIS shapefiles,
- Existing land uses,
- Existing LiDAR and aerial photography.

This task includes preparation of a draft and final data collection memorandum that includes the data sources/references collected as part of the inventory of resources of concern. The draft memorandum will be reported intermittently at monthly progress meetings and submitted as part of the Draft Plan-EA documents. The final memorandum will be provided with the Final Plan-EA. Any data collected by Stantec not provided by the District or NRCS will be provided to the District in the same format collected by Stantec.

This task includes identification of data gaps that may be identified from the data review, inventory of resources or the analyses of resources. Recommendations will be provided, if needed, for additional planning-level investigations needed for development of the Plan/EA. These additional planning-level investigations will be considered as additional services.

4. FIELD REVIEW/RECONNAISSANCE OF WATERSHED

This task includes making site visits of the watershed to become familiar with the existing conditions of the study area. Stantec will prepare site visit reports for each site visit conducted. These field/site visits are noted as follows:

- Stantec will attend three (3) scheduled visits to be facilitated by the District. The purpose of these site visits is to orient the Stantec team with the project area and to review and discuss any initial conflicts or opportunities within the study area. It is assumed that each of the scheduled site visits will be one-day (1) in duration. Appropriate Stantec team members will attend the site visits, which will include Stantec's project manager and project technical lead for each field visit and include as noted: environmental task leader (2 field visits), hydraulics engineer (2 field visits), landscape architect, and public involvement task leader.
- Stantec will conduct additional sites visits throughout the duration of the project. The purpose of these site visits will be used to confirm site conditions based on results of literature reviews, reports of problems and issues, observe areas of sedimentation, potential flooding, erosion areas, agricultural fields and conveyance systems, rangeland conditions, or other potential needs. These

additional site visits are limited to six (6) visits and are anticipated to be one-half (1/2) day in duration each. Stantec will notify the District five (5) days in advance of site visits and extend an invitation to the District and NRCS to attend and participate in the site visits. Appropriate Stantec team members will attend the site visits, but at a minimum each site visit will include Stantec's project manager and project technical lead.

5. DETERMINE OBJECTIVES

This task includes consultation with the District, NRCS and project stakeholders to develop an understanding of the desired future conditions for the study area as compared to the existing conditions. The consultation and development of future conditions includes the desired resources uses, resource problem reductions, and onsite and offsite ecological protection. The objectives may need to be reviewed and modified as resources are inventoried, their interactions analyzed, and alternatives formulated.

This task includes assisting the District and NRCS with refinement of a draft project purpose and need statement for the watershed. Stantec understands that the District and NRCS are drafting a purpose and need statement. The draft purpose and need statement will be a guiding foundation for the formulation of watershed alternatives and may be revised as the planning process proceeds and as the District and NRCS and stakeholder objectives are revised and refined.

This scope assumes that the environmental evaluation (EE) to be completed as part of this project will determine that an environmental assessment (EA), rather than an environmental impact statement (EIS), will be required for the watershed plan. However, a Notice of Intent (NOI) to prepare an EIS will be published in the Federal Register to allow for meaningful participation in the process in case it is determined that an EIS is required. The NOI will request the assistance of agencies, groups, and persons to determine the scope of evaluations to be conducted. Enough detail will be provided to give a clear picture of what types of treatment measures are being considered and where they would be located within the project area. The NOI will also describe scoping activities noted in the approved PIO. Note that if an EIS is required, this will be requested as additional services.

6. INVENTORY OF RESOURCES OF CONCERN

This task will collect appropriate, available, and existing natural resource, economic and social information about the project planning area related to the resource concerns identified during scoping as being significant to decision making. The project's Purpose and Need Statement will also be used to guide data collection. The information collected will be used for:

- Identification of existing or potential resources concerns or opportunities.
- Further define known existing and potential resource concerns and opportunities.
- Clarify resource concerns.
- Formulation and evaluation of alternatives (in Task 2 of this scope of work).
- Gather pertinent information concerning the affected resources, the human considerations and operation and management.

The Stantec team will collect and identify data and information on the following resources of concern for the watershed planning area. This task includes development and preparation of support maps to indicate the watershed boundary, wetlands, water bodies, land use, soils and preparing a draft map showing potential problems areas. Note that no physical field data collection is included in this scope of work (collecting or monitoring air quality, soil sample, water quality, geologic investigations, etc.).

The references for collecting and identifying these resources of concern will be include in the data collection memorandum prepared in subtask 3.

- Air quality inventory of available data from Pima County environmental department and/or ADEQ. The inventory will include reports and database on dust generated from watershed surface with considerations for dust on abandoned lands, rangelands, and identify if there are any PM10 nonattainment areas in the study area.
- Ecological critical areas.
- Identify floodplains, flooding issues, drainage complaints, documented sedimentation and erosion issues and documented historic flood data.
- Croplands: Prime, Unique and Highly erodible (these are assumed to be provided by NRCS in the form of shapefiles).
- Invasive species (noxious weeds).
- Land use and crop inventory data .
- Migratory birds.
- Natural areas, parklands, scenic areas, riparian areas.
- Range health data (to be provided by local resources – farmers, ranchers, NRCS, etc.).
- Soils inventory data (provided NRCS soils mapping).
- Threatened and endangered species, upland wildlife species.
- Water bodies, lakes and streams, ephemeral pools (if readily available from existing data/resources).
- Surface water quality and quantity data.
- Locate and identify wetlands and identify wetland wildlife species.
- GIS data layers for existing drainage, sediment and erosion issues
- Population demographics.
- Identify effects to public health and safety.
- Identify effects to homes, businesses, and agricultural operations.
- Identify visual concerns.
- Collect economic data.
- Identify non-NEPA laws related to project area.
- Identify approved regional water resource plans in project area (groundwater recharge facilities).
- Consultation with SHPO, State Archeologist, Tribes.
- Conduct cultural resources surveys of project area – Class I survey.
- Collect available topographic mapping, aerial photography, LiDAR.
- Collect and review available geologic, seismic, subsidence information.

This task will provide resources inventories, information on human considerations, identification of special environmental concerns, identification of cultural resource and historic property and areas of potential impacts, identification of infrastructure physical features such as roads, houses, fence lines, utilities, and public and private land ownerships.

7. ANALYZE RESOURCE DATA

This task provides the information needed to determine resources concerns to be addressed and used to formulate alternatives in Task 2. The purpose of the analyses is to establish the cause-and-effect relationships and provide information about existing and future conditions. Some of the data can be analyzed by statistical or projective methods while others are open to interpretation. Analysis methods

are described in corresponding NRCS discipline handbooks and manuals and may be used as appropriate to the level of study. The NRCS Arizona Field Office Technical Guide (FOTG) provides a list of technical references that relate to natural resources analysis.

The resources of concern and data collected and inventoried from subtask 6 will be reviewed, evaluated, quantified and summarized for the subsequent task for developing, formulation and evaluation of alternative. The analyses and assessment of resources of concern will be also be based on generation of GIS support maps, various resource evaluation tools, and projections from existing resourced reports and assessments. The analysis includes geospatial screening of LiDAR data to ascertain erosion and landform changes primarily north of Ajo Highway.

An objective of the environmental evaluation (EE) is to meet NEPA and PR&G requirements and to determine that the level of environmental evaluation will be scope to an Environmental Assessment (EA).

The deliverables of this task includes documentation of the analyses of resources inventoried, identification of resource stressors (natural or human) documentation of existing conditions, endangered species act resources evaluation, identification of the causes or conditions that contribute to the resource concerns, and a complete statement of the objectives. This documentation will be provided in the draft Preliminary Plan-EA. This task includes preparation of resource maps that display the resource information, showing the location and extents of the conditions (in where applicable the severity).

TASK 2 FORMULATE AND EVALUATES ALTERNATIVES/RECOMMENDED PLAN AND WRITE PLAN/EA

The objectives of Task 2 are to develop alternatives that will achieve the objectives, treat the identified resource concerns chosen to be addressed, take advantage of opportunities, and prevent or lessen the possibility of additional problems occurring. A period of future analysis will be determined with the District, NRCS and project stakeholders.

1. FORMULATE ALTERNATIVES AND WORKSHOPS

The Stantec team will develop a list of reasonable technically feasible alternatives and formulate the elements of those alternatives. The development of alternatives shall consider concepts for future improvement for watershed protection and flood damage reduction. The formulation of preliminary alternatives will be conducted in a one-day (1) workshop with the Stantec team, District, NRCS and stakeholders. The alternatives may include an appropriate mix of structural conservation practices and non-structural conservation practices. The alternatives that must be included and developed are:

- Future Without Federal Involvement (FWOFI) – this is the benchmark against which alternatives can be evaluated. The FWOFI does not assume that existing conditions continue as-is into the future. It is the most likely future condition if no change to existing activities occur and it includes any change expected directly, indirectly, or cumulatively result from reasonably foreseeable action without any of the analysis's alternatives.
- Locally Preferred Alternative – In cooperation with local interests that have oversight or implementation authorities and responsibilities, these local groups may identify a 'locally preferred' alternative. If identified this alternative must be fully considered and carried forward into the final array of solutions and given full and equal consideration in the decision making process.

- Environmentally Preferred Alternative – If the PR&G analysis is done in conjunction with the NEPA analysis, and the NEPA analysis identifies an environmentally preferable alternative as part of an EIS, that alternative must be included in the final PR&G analysis.
- National Net Economic Efficiency (NEE) Alternative – The alternative that results in the greatest national net benefits. Efficiency is defined in the Principles and Requirements as the extent to which an alternative alleviates the specified problems and realizes the specified opportunities at the least cost. Economic efficiency maximizes output per unit of resource input.
- The Recommended Plan – (DM9500-013) P. 20, (7) Identify Recommended Alternative Any recommendation for Federal investments in water resources must be justified by the public benefits when compared to costs. The basis for selection of the recommended plan should be fully reported and documented, including the criteria and considerations used in the selection of the recommended course of action.

The Stantec team will conduct an internal pre-workshop meeting to formulate an initial list of alternatives. This initial list will identify alternatives, briefly describe the elements of the alternative and if needed developed sketches and graphics to depict the alternatives. The products of the internal meeting will be used to set the stage for the preliminary alternatives workshop. The initial list of alternatives will include a structural measure to remove or cut through identified agricultural berms to restore natural drainage flow paths.

This task will be used to develop a practice/measures list, assist with determination of the practice/measure extents including treatment increments if required, determine the practice/measure adoption rates, identify permits, license or other entitlements required for action, define at a concept level potential mitigation strategies, and provide a concept level of project costs for each alternative.

Stantec will prepare workshop graphics, exhibits, summary tables, describe the alternatives, and provide initial strengths and weaknesses of the alternatives. The workshop will develop screening and ranking criteria in order to evaluate the alternatives and to remove alternatives deemed not appropriate or feasible to be considered for further detailed analyses and evaluation. Stantec team members attending the workshop include the Stantec's project manager and project technical lead, environmental task leader, hydraulics engineer, landscape resources architect task leader, and economist.

An initial evaluation of the preliminary list of alternatives will be conducted by the Stantec team and a screening and evaluation process applied to identify those alternatives to be carried forward for further detailed analysis and those alternatives considered but eliminated. A ½ day feasibility workshop will be conducted with the District, NRCS and project stakeholders to consult on the screening process and evaluation to carry forward the selected alternatives for further detailed evaluation. The initial screening and evaluation will be based on concept alternative project costs, effects of resource of concerns, alternative narrative descriptions and preliminary benefits of each alternative. An objective of the workshop is to identify any other feasible and reasonable alternatives and confirm those alternatives to be carried forward to further detailed analysis.

Stantec will prepare a draft preliminary alternatives technical memorandum that summarizes the formulation of the preliminary alternatives, the evaluation of those alternatives, the alternative workshop, and the screening of the alternatives to develop the list of those alternatives carried forward to detailed study. The draft memorandum will be provided to the District and NRCS for review and comments. Stantec will finalize the memorandum using the approved and appropriate responds to the review comments. The deliverable for this task will be a PDF of the draft memorandum and for the final memorandum the following will be provided: Word and PDF files, GIS files, cost sheets, screening matrix, and six hardcopies (2 District and 4 NRCS).

2. EVALUATE ALTERNATIVES

The purpose of this task is to provide the planning team with information needed to select the desired or preferred alternative. During the evaluation of alternatives, careful consideration must be given to social, economic, and ecological resource factors that influence planning and decision making. This task will consider the environmental consequences of recommended actions and to provide information about the action that might significantly affect the human environment. It is important to be aware of and consider the effects of recommended actions on all resources even when the action or assistance is provided only to address individual resource concerns.

Stantec's economist will conduct a benefit-cost analysis of the alternatives selected for further detailed study. The analysis will determine the economic benefits for each alternative measured against the FWOPI. The analysis will include calculation of average annual flood damage reduction benefits to agriculture, structures and infrastructure. Structural alternatives will be designed to an approximate 5 to 10-percent design level which consist of basic plan view and conceptual section view. Net economic benefits and a benefit-cost ratio will be calculated for each alternative retained for detailed study using the federal water project discount rate, and the NEE alternative will be identified. The planning event horizon is assumed to be 100-years but will be confirmed with consultation with the NRCS-Az economist and planning team.

The evaluation of the alternatives will include a hydraulics evaluation using the two-dimensional FLO-2D hydraulic model developed in The Brawley and Black Wash Detailed Risk Analysis and Mapping as a basis for alternatives development. It is our understanding that the storm frequencies evaluated under this study provides for the 10-, 25-, 50-, 100-, and 500-year events and that 2-D models are prepared for each event for existing watershed conditions. Stantec will, based on the formulation of the elements for an alternative, incorporate structural measures into an alternative model. The 10-year frequency storm event will be the basis of evaluating structural measures. The approach will be to examine whether a structural measure, such as grade controls, regional basins, levees mitigate identified flooding and drainage problems and concerns. The FLO-2D models will be used to provide data required for the economic analyses of the alternatives. Other appropriate hydraulics/scour evaluation will be conducted (using Arizona State Standards, NRCS or District methods) to the level of a planning study.

The evaluation will include determining the significance of effects (context and intensity) on the identified resource of concerns carried into the alternative's evaluation process. The resource concerns were previously identified and analyzed in Task 1. The alternatives will be compared to the FWOPI and evaluated using both qualitative and quantitative information including monetized and non-monetized indicators.

This task includes:

- Determining if any actions create any precedents,
- Identification of risk and uncertainty of effects,
- Identification of major environmental conflicts resolved,
- Identification of adverse environmental effects that cannot be avoided,
- Determine potential for effect controversy,
- Conflicts between Federal, State, Local and Tribal: Policies, laws and objectives.

3. MAKE DECISIONS

This task will compare the alternatives and review the alternative with the District, NRCS and project stakeholders. The purpose of this task is to identify the preferred alternative and identify the preferred alternative as the recommended alternative for project implementation. The basis of decision will be based on subtasks 1 and 2 above and from consultation with the District, NRCS and stakeholders.

Stantec will facilitate a ½ day meeting with the District and NRCS to present the results of the selected alternatives evaluation and to identify the preferred alternative for the Plan/EA. Stantec will utilize a similar approach for the participants of the meeting to rank the alternatives and select a preferred alternative as was used during the preliminary alternative workshop.

Stantec will fully document the preferred alternative, including a detailed narrative description, the rationale for alternative preference, required waivers to NRCS policy or variances to engineering design criteria, measures to be installed, mitigation features, permits and compliance, costs and cost sharing, installation and financing, operation and maintenance, and applicable structural and economic tables.

Stantec will prepare a Draft Selected Alternatives Memorandum which summarizes the results of the selected alternatives evaluation and selection of the preferred alternative. We will submit the draft memo and supporting documentation to the District and NRCS and depending on the number and type of comments received, schedule a comment resolution meeting, if necessary. The Final Selected Alternatives Memorandum will incorporate comments from the review team.

The Stantec team will prepare a Plan/EA containing the contents required by NWPM, Part 501, Subpart D, including the following sections noted below or as required. The documentation for these sections will have been initiated in previous tasks as part of the determination of project objectives, preparation of the purpose and need, identification and analyses and effects on resources of concern.

- **Summary.** Brief version of the plan which can stand on its own if circulated without the rest of the document.
- **Purpose and Need for Action.** Brief (one paragraph) statement that clearly states the purpose and need for the project, which is supported with by, describing the problems and opportunities and the goals to be achieved by the District and NRCS. This is initially established in previous subtasks of the planning process and should be further refined as scoping, resource analysis, and alternative analysis validate the needs and resource conditions. It is important to accurately craft this statement as it defines the range of reasonable alternatives that will be considered in the analysis. The purpose and need for action should be scoped to limit the range of alternatives, but not so limited as to preselect an alternative. Clear, concise, and quantified purpose and need narrative; problems and opportunities; and goals for present and future conditions.
- **Scope of Watershed Plan/EA.** Significant issues relevant in defining the problems and formulating and evaluating alternative solutions analyzed in detail; and non-significant issues eliminated from detailed study.
- **Affected Environment.** Description of physical, biological, ecological, economic, social, and socio-political environment relevant to watershed problems and resource concerns; and description of effects on residents and infrastructure of Pima County and the Altar Valley.
- **Alternatives.** Description of plan formulation, and evaluation of land treatment, structural, and/or nonstructural alternatives that address the watershed problems and resource concerns; FWOI alternative forecast to provide the basis for comparison among alternatives; identification of National Economic Efficient ("NEE") alternative; reasons for elimination of alternatives not

considered in detail; descriptions of components, functions, and costs of considered alternatives, including mitigation evaluation criteria; process for determination of NEE alternative; "Summary and Comparison of Alternative Plans" table showing relative contributions in meeting PR&G Optimizing Criteria (including social, environmental and economic criteria), Guiding Principles, and Ecosystem Services Framework.

- **Environmental Consequences.** Analytical basis for the comparisons of physical, biological, ecological, economic, social, and socio-political effect for all alternatives including FWOI; significance of all direct, indirect, and cumulative effects; and disclosure of mitigation measures to reduce or eliminate adverse impacts.
- **Consultation and Public Participation.** Final PIO; dates, types, and purposes of public participation activities; discussion of consultation and coordination with lead agencies; revisions made to the Watershed Plan – EA/EIS in response to comments; and in the case of an EIS, responses provided to significant written comments.
- **Preferred Alternative.** Land treatment, structural and/or nonstructural measures to be installed, mitigation features, permits and compliance requirements, costs, installation sequence and responsibilities, project financing; operation, maintenance, and replacement responsibilities; economic tables of information relevant to the costs and benefits of the project plan; tables of information relevant to the design of the structural measures; and any waivers to NRCS policy or variances to engineering design criteria requiring approval by the Conservation Engineering Division Director prior to submitting the plan for NWMC review.
- **Appendix A, Consultations, Comments and Responses.** Letters to support required consultations; letters and oral comments received on the draft and final plan; and responses to comments, as applicable.
- **Appendix B, Watershed Project Map.** Color project map showing locations of land treatment, structural, and/or nonstructural project measures; locations and extents of watershed conditions that will be affected by the works of improvement; watershed areas above structures that have floodwater retarding capacity, as applicable; and benefited areas.
- **Appendix C, Support Maps.** Support maps for the watershed project plan, including the following, as applicable: layout maps of existing and proposed structures, limits of work area, and areas of potential effects; preliminary 10-year floodplain maps for all alternatives studied in detail.
- **Appendix D, Investigation and Analysis (I&A) Report.** Information organized under appropriate headings which supports the formulation, evaluation, and conclusions of the Watershed Plan-EA/EIS; detailed descriptions of the procedures, techniques, assumptions, and the scope and, intensity of the investigations for each subject; and discussions and copies of any signed waivers and/or variances to engineering design criteria.

This task includes preparation of the preliminary, draft and final Plan-EA. There are two submittals identified below for each level of Plan-EA.

a. PREPARATION OF THE DRAFT PRELIMINARY PLAN-ENVIRONMENTAL ASSESSMENT REPORT FOR DISTRICT/ NRCS REVIEW

Stantec will prepare the draft preliminary Plan/EA. Stantec will provide the District with the Plan-EA outline prior to preparing the draft preliminary Plan-EA. The draft Plan-EA will be prepared according to the outline noted above and according to the NRCS planning handbook and PR&G guidelines. The draft preliminary Plan-EA will be provided to the District and NRCS for review and comment.

Stantec will prepare responses to review comments from the District and NRCS. The number of responses to review comments is limited to 75 non-editorial comments. If more than 75 comments need to be responded to, Stantec will submit a cost estimate to provide the additional responses.

b. PREPARATION OF THE PRELIMINARY PLAN-ENVIRONMENTAL ASSESSMENT REPORT FOR NRCS NWMC REVIEW

Stantec will prepare the preliminary Plan/EA. Stantec will prepare the preliminary Plan-EA document incorporating the District's and NRCS-Arizona applicable and resolved review comments. The preliminary Plan-EA will be prepared according to the outline noted above and according to the NRCS planning handbook and PR&G guidelines. The preliminary Plan-EA will be provided to the District and NRCS – National Watershed Management Center for review and comment.

Stantec will prepare responses to review comments from the District and NRCS NWMC. The number of responses to review comments is limited to 75 non-editorial comments. If more than 75 comments need to be responded to, Stantec will submit a cost estimate to provide the additional responses.

Stantec will schedule a comment-resolution meeting with the NRCS NWMC to discuss the review comments and prepare initial responses to the review comments.

c. PREPARATION OF DRAFT PLAN-ENVIRONMENTAL DOCUMENT

Stantec will prepare the draft Plan/EA. Stantec will prepare the draft Plan-EA document incorporating the District's and NRCS-NWMC applicable and resolved review comments. The draft Plan-EA will be prepared according to the outline noted above and according to the NRCS planning handbook and PR&G guidelines. The draft Plan-EA will be provided to the District and NRCS – National Headquarters for review and comment.

Stantec will prepare responses to review comments from the District and NRCS NHQ. The number of responses to review comments is limited to 50 non-editorial comments. If more than 50 comments need to be responded to, Stantec will submit a cost estimate to provide the additional responses.

Stantec will schedule a comment-resolution meeting with the NRCS NHQ to discuss the review comments and prepare initial responses to the review comments.

d. PUBLIC/AGENCY REVIEW OF DRAFT PLAN-ENVIRONMENTAL DOCUMENT

The draft Plan-EA will be provided to the District for review by the public, stakeholders, and other agencies.

Stantec will prepare responses to review comments from the public and agencies. The number of responses to review comments is limited to 75 non-editorial comments. If more than 75 comments need to be responded to, Stantec will submit a cost estimate to provide the additional responses.

Stantec will schedule a comment-resolution meeting with the District and NRCS to discuss the review comments and prepare initial responses to the review comments.

e. PREPARATION OF DRAFT FINAL PLAN-ENVIRONMENTAL DOCUMENT

Stantec will prepare the draft final Plan/EA (no signatures). Stantec will prepare the draft final Plan-EA document incorporating the District's, NRCS-NWMC, public and agency applicable and resolved review comments. The draft final Plan-EA will be prepared according to the outline noted above and according



to the NRCS planning handbook and PR&G guidelines. The draft final Plan-EA will be provided to the District and NRCS – National Headquarters for review and comment.

Stantec will prepare responses to review comments from the District and NRCS NHQ. The number of responses to review comments is limited to 50 non-editorial comments. If more than 50 comments need to be responded to, Stantec will submit a cost estimate to provide the additional responses.

Stantec will schedule a comment-resolution meeting with the NRCS NHQ to discuss the review comments and prepare initial responses to the review comments.

f. PREPARATION OF FINAL PLAN-ENVIRONMENTAL DOCUMENT

Stantec will prepare the final Plan/EA that will be used for signatory sign-off. Stantec will prepare the final Plan-EA document incorporating the District's, NRCS-NHQ applicable and resolved review comments. The final Plan-EA will be prepared according to the outline noted above and according to the NRCS planning handbook and PR&G guidelines. The final Plan-EA will be provided to the District and NRCS – Arizona.

TASK 3 STAKEHOLDER INVOLVEMENT

The District will coordinate stakeholder involvement and periodic stakeholder meetings, which will include, but not be limited to invitation of the following organizations:

- Pima County Regional Wastewater Reclamation Department
- Pima County Office of Conservation and Sustainability
- Pima County Natural Resources Parks and Recreation
- Pima County Planning
- Tucson Water
- Town of Marana
- Altar Valley Conservation Alliance
- Arizona State Land Department
- Pima Natural Resources Conservation District
- Arizona Fish and Game
- Central Arizona Project
- Coalition for Sonoran Desert Protection
- Community Water Coalition
- Pima Association of Governments
- Sonoran Institute
- Tucson Audubon
- Tohono O'odham Nation
- BKW Farms
- Boa Sorte
- Avra Valley Wildlife Connectivity Working Group

The periodic stakeholder meetings will utilize some of the twelve (12) undefined meetings identified in Task 1 as part of the public involvement activities. Stantec will be invited by the District to participate as necessary at these meetings and provide support as necessary (e.g., documentation of meeting, agenda development, etc.).

TASK 4 PROJECT ADMINISTRATION

1. PROGRESS REPORTS AND INVOICING

Stantec shall submit monthly invoices. Invoices shall be submitted electronically to the District's Finance Section and Project Manager. Invoices shall identify the Contract Number SFQ-PO-2100003 and shall include: the amount for each major work task and subcontracted service identified in the approved fee proposal; the amounts previously billed; the amount due for the period and the amount left in the work assignment. The monthly invoice shall indicate the start date and end date of the invoice period and such dates shall be consistent with the progress reporting period.

Stantec shall submit monthly progress reports with the monthly invoice. The monthly progress report shall be sent to the District's Project Manager by e-mail by the 25th day of the following month. Monthly progress reports shall indicate the start date and end date of the period reported and the reporting period shall be consistent with invoice dates. These reports shall discuss project activities for the same time period as included in the monthly invoices. Progress reports shall be brief, no longer than two typed pages and shall contain the following:

- A description of the significant work accomplished during the reporting month,
- A determination of the percent (%) completed for the month and percent (%) cumulative completed for the Work Assignment and Contract,
- A brief description of the work to be accomplished in the following month, and
- A description of any problems encountered and actions to resolve the problems.

2. PROJECT SCHEDULE

The anticipated completion date of the project is August 1, 2022 from Notice-to-Proceed (NTP). Stantec will submit a schedule within 14 days of the NTP. The schedule will show coordination meetings, dates of all required submittals for each of the tasks in this scope, significant project milestones, project meetings, deliverable submittal deadlines and District and NRCS review periods. The schedule shall be developed in a computerized format that contains the anticipated beginning and end dates for the tasks identified, the time duration of each task, a bar chart (Gantt Chart) showing the tasks and the overall duration of the project. The computer program MS Project, Version 2010 or compatible is preferred. Stantec shall update this project schedule monthly.

3. MEETINGS

a. Project Kick Off Meeting

Stantec shall attend a project kick-off meeting with the District to submit the project schedule, which will include dates of all proposed submittals and review meetings. The Consultant shall bring key project members to the meeting to introduce them to the District staff that will be working on the project. The project kick-off meeting is programmed to be 2 hours in duration and includes the following Stantec team members: Stantec project manager, project technical lead, QAQC manager, agricultural engineer, hydraulics engineer, environmental task leader, landscape task leader, economics task leader, and Stantec's NRCS compliance manager. Stantec will be responsible for preparation of the meeting agenda, safety moment, sign-in sheets, preparation of contact names and contact information, and preparation of meeting notes.

b. Monthly Coordination Meetings

Stantec shall meet monthly with the District's Project manager and project review team to discuss the overall project status and to discuss the District's review comments that will be provided to the Consultant at the appropriate meetings. This task includes attendance for eighteen (18) monthly meetings. Any problems shall be identified and discussed. Stantec will be responsible for preparation of the meeting agenda, safety moment, sign-in sheets, preparation of contact names and contact information, and preparation of meeting notes. It is programmed that the monthly progress meetings will be 1.5 hours in duration. The following Stantec team members will attend each of the monthly coordination meetings: Stantec project manager and project technical lead. The following team members will attend as needed: QA/QC manager, agricultural engineer, hydraulics engineer, environmental task leader, landscape task leader, economics task leader, and Stantec's NRCS compliance manager.

4. QUALITY ASSURANCE/QUALITY CONTROL PLAN

The Quality Assurance/Quality Control Plan (QA/QC) will guide delivery of the work performed under this scope of work and form the basis of specific quality management elements. The QA/QC Plan will outline procedures to reduce random and systematic errors to ensure that gathered and produced information, design analysis, and deliverables will be accurate and within performance limits. The QA/QC Plan will identify key project personnel and their roles. It will address compliance with Controlled Unclassified Information (CUI) data handling standards. Planned field investigations and surveys will be examined to identify any potential impacts. If one or more concerns are identified, then resolutions will be developed which limit adverse impacts while still accomplishing the field work objectives.

The draft QA/QC Plan will be submitted in Word and PDF format to the District and NRCS for review and comment. Stantec will update the QA/QC Plan to incorporate resolved and approved responses to review comments. The Final QA/QC Plan will be provided to District and NRCS in electronic PDF format only and be provided as part of the administrative record.

TASK 5 – ADDITIONAL SERVICES

Stantec shall be prepared to provide additional services as-needed in support of Tasks 1-4. These may include but not be limited to additional project coordination meetings, additional public meetings, habitat and targeted species evaluation, geotechnical and materials analysis, survey, drone mapping capability, geophysical analysis (including excavation or borings to determine as-built condition), groundwater hydrology, structural engineering, landscape architecture, cultural resources, habitat evaluation and environmental services, and additional geospatial analyses. This work is not authorized with the Notice-to-Proceed. If requested by the District, Stantec will prepare a scope and budget to address the required request for approval by the District. Any additional services may require adjustment or revision of the project schedule.

3. LIMITATIONS AND ASSUMPTIONS/ITEMS NOT INCLUDED IN SCOPE

The following lists Stantec's limitations/assumptions in preparation of this scope of work in addition to the assumptions provided in the tasks described above. Also listed are tasks and activities not included in this scope of work but may be added through contract modification.

a. LIMITATIONS AND ASSUMPTIONS

- Right to Rely. In connection with the services, Stantec will receive information and technical data from the District, NRCS, or generally accepted industry sources, including but not limited to

previous studies, investigations, evaluations, analyses, reports and documents that were prepared by others, in relation to the Brawley Wash Watershed project. Stantec will be relying on the accuracy, results, calculations, conclusions, and design concepts from such sources, without independent verification, except to the extent such verification is expressly included in this scope of work.

b. ITEMS/TASKS NOT INCLUDED IN THIS SCOPE OF WORK

- SWPPP, construction erosion plan,
- Traffic Control Plan,
- Obtaining Environmental Permits,
- Geological and Geotechnical Engineering investigations, materials testing,
- Air, soil, and water sampling and testing,
- Utility Research, Location Services (above or below ground),
- Final Construction Drawings, Specifications, Cost Estimates, Quantity takeoffs, Construction Contract Documents,
- Construction Quality Assurance Plan (CQA),
- FEMA floodplain mapping, mapping revisions, CLOMRs/LOMRs,
- Wind Erosion Modeling,
- WEPP Modeling,
- WEQ Modeling (Wind Erosion Equation),
- FUSED Modeling,
- HGM Analyses,
- WHEG,
- SIRM/SPAW Modeling (Simulation Modeling of surface irrigation systems),
- NLEAP/CROPFLEX Modeling,
- RUSLE2 Modeling.

4. DESIGN REFERENCES, SPECIFICATIONS AND STANDARDS

a. NRCS

NRCS Policy documents include, but are not limited, to the following:

- Title 180 Part 500 National Operations and Maintenance Manual (NOMM)
- Title 190, Part 410, General Manual (GM)
- Title 210 Part 500 National Engineering Manual (NEM)
- Title 390 Part 500 National Watershed Program Manual (NWPM)
- Title 400 General Manual (GM), Part 400 - Public Participation Policy.
- Economic and Environmental Principles, Requirements and Guidelines for Water and Related Land Resources Implementation Studies (PR&G).
- Department Manual 9500-013 for PR&G.
- NRCS Technical Materials include but are not limited, to the following:
 - Title 180 Part 600 National Planning Procedures Handbook (NPPH)
 - Title 190 Part 610 National Environmental Compliance Handbook (NECH)
 - Title 190 Part 601 National Cultural Resources Procedures Handbook (NCRPH)
 - Title 200 National Resource Economics Handbook Part 611 Water Resources

- Title 200 Economics Technical Notes (TR)
- Title 210 Engineering Technical Releases (TR)
- Title 210 Engineering Technical Notes (TN)
- Title 210 National Engineering Handbooks (NEH)
- Title 450 National Handbook of Conservation Practices (NHCP)
- Title 390 Part 600 National Watershed Program Handbook (NWPH)

b. DISTRICT

- Standard Manual for Drainage Design and Floodplain Management in Tucson, Arizona (Revised July 1998).
- Drainage and Channel Design Standards for Local Drainage, Effective June 1984.
- Design Standards for Stormwater Detention and Retention, November 2015.
- On-Site Riparian Habitat Mitigation Plan
- PCRFCO Technical Policies/Procedures

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Quick Planning Map

Quiet Creek

NAD 83 (2011) UTM Zone 12N
Robert E. Davis
7 Jan 2021

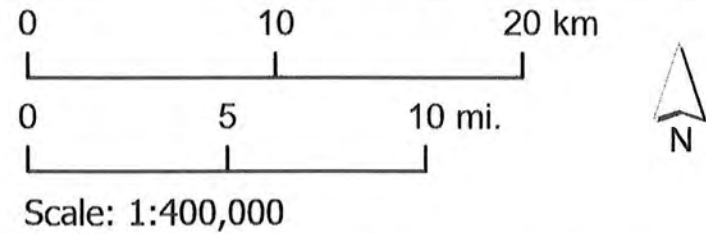
Ownership

- City of Tucson Owned
- Pima Owned

Lidar collection date

- Apr 10 - 25, 2011
- Feb 20 - 26, 2015
- Feb 21 - Mar 13, 2008
- Jul 1 - Aug 1, 2020
- Mar 5 - June 1, 2019
- Oct 7 - 10, 2014
- Watersheds in this study (HUC 12)

HUC	Total SqKm	Pima County Owned	City of Tucson Owned	Total PC and COT
150503040403	47.074	7.053	0.511	7.564
150503040405	105.133	1.302	3.764	5.066
150503040504	105.133	3.355	1.671	5.026
150503040506	62.482	1.358	6.98	8.338
150503040508	207.077	5.823	33.53	39.353
150503040604	142.586	1.263	11.769	13.032
150503040605	134.091	0.68	2.331	3.011
Totals	803.576	20.834	60.556	81.39



The purpose of this map is for general planning only. This map should not be used for engineering use, boundary location use, hydrologic use, or any use that would require the services of a professional land surveyor or professional engineer.

Credits: USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road Data; Natural Earth Data; U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information, U.S. Coastal Relief Model. Data refreshed May, 2020., Quiet Creek

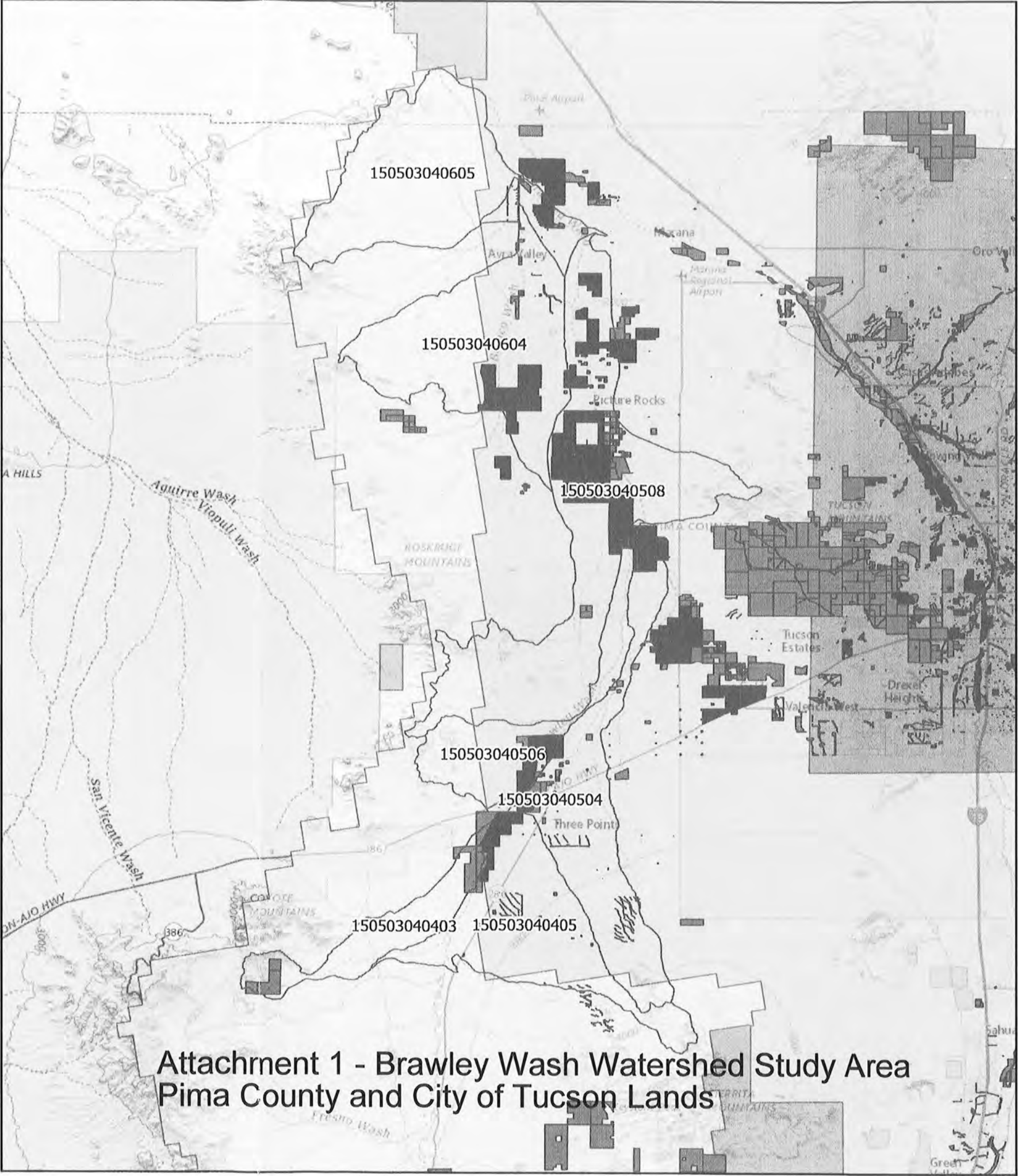


EXHIBIT "B" - COMPENSATION SCHEDULE (39 Pages)

Brawley Wash Watershed Plan-EA
Contract No. : SFQ-PO-2100003

Consultant: Stantec Consulting Services Inc.

Role: Prime Consultant

Date: 15-Jan-21

Final Budget

Brawley Wash Watershed Plan - Environmental Assessment

January 12, 2021

SFQ-PO-2100003

FEE SUMMARY		
Subconsultant(s)		
Name of Subconsultant	Task	Total Cost
Gannett Fleming	Economics/Geology	\$ 81,953.91
SWCA, Inc	Environmental/Cultural/Social	\$ 138,773.04
Tim Sweeny	NRCS Compliance Manager	\$ 16,720.00
CMG Drainage, Inc.	Hydraulics/2D Modeling	\$ 51,184.55
Wilder Landscape Architects, Inc.	Landscape Resources	\$ 46,564.25
QuietCreek	GIS/Geospatial Analyses	\$ 14,975.00
Gordley Group	Public Involvement	\$ 54,432.60

Total Subconsultant(s) without Additional Services \$ 404,603.35

Stantec Total Labor \$ 287,171.13

Stantec's Total Direct and Outside Expenses \$ 17,720.00

Stantec Total: \$ 304,891.13

Stantec's Totals of Labor and Direct and Outside Expenses without Optional Task(s) \$ 304,891.13

Stantec's PROPOSED FEE for Task 5 Additional Services \$ 35,000.00

Stantec's Total PROPOSED FEE \$ 339,891.13

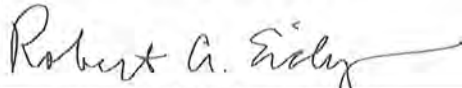
A. TOTAL PROPOSED FEE without Optional Task(s) \$ 709,494.48

B. TOTAL OF ADDITIONAL SERVICES (TASK 5) \$ 35,000.00

C. TOTAL PROPOSED FEE \$ 744,494.48

Stantec Consulting Services Inc.

Firm



Signature: Robert A. Eichinger, PE

Title: Principal

15-Jan-21

Date

Brawley Wash Watershed Plan - Environmental Assessment

January 12, 2021

SFQ-PO-2100003

FEE PROPOSAL			
Stantec Consulting Services Inc.			
DIRECT LABOR			
Labor Classification	Man Hours	Hourly Rates	Labor Cost
Principal	358	\$ 88.15	\$ 31,557.70
Senior Project Manager	0	\$ 88.15	\$ -
QA/QC Manager	25	\$ 77.73	\$ 1,943.25
Project Manager	93	\$ 77.73	\$ 7,228.89
Senior Engineer	75	\$ 77.73	\$ 5,829.75
Project Engineer	384	\$ 64.64	\$ 24,821.76
Senior Structural Engineer	2	\$ 79.54	\$ 159.08
Structural Engineer	0	\$ 51.41	\$ -
Structural EIT	0	\$ 36.33	\$ -
Engineer	0	\$ 49.52	\$ -
Junior Engineer	324	\$ 41.58	\$ 13,471.92
Engineer In Training	36	\$ 36.33	\$ 1,307.88
Senior Agricultural Engineer	69	\$ 65.00	\$ 4,485.00
Agricultural Engineer	18	\$ 49.52	\$ 891.36
Technician/Designer	0	\$ 41.86	\$ -
CADD	0	\$ 40.65	\$ -
GIS Specialist	148	\$ 40.65	\$ 6,016.20
Engineering Intern	132	\$ 20.01	\$ 2,641.32
Secretary/Clerical	18	\$ 29.93	\$ 538.74
Peer/Independent Review	25	\$ 77.73	\$ 1,943.25
Survey Manager	0	\$ 65.00	\$ -
Survey Crew (1 man/GPS)	0	\$ 42.00	\$ -
Survey Crew (2 man/GPS)	0	\$ 58.00	\$ -

1707.0

Consultant's Subtotal Direct Labor	\$	102,836.10
Consultant's Overhead @ 158.566% of Direct Labor	\$	163,063.09
Consultant's Profit @ 8.0% of Direct Labor plus Overhead	\$	21,271.94
Consultant's Total Direct Labor	\$	287,171.13

Stanlec Consulting Services Inc.																						
Task	TASK DESCRIPTION	Principal	Senior PM	QA/QC Manager	Project Manager	Senior Engineer	Project Engineer	Structural Engineer	Structural Engineer	Structural EIT	Engineer	Junior Engineer	Engineer in Training	Senior Agricultural Engineer	Agricultural Engineer	Technician / Designer	CADD	GIS Specialist	Engineering Intern	Secretary / Clerk	Peer / Independent Reviewer	Stanlec Total
1.0	IDENTIFY PROBLEMS, DETERMINE OBJECTIVES INVENTORY RESOURCES AND ANALYSES	167	0	4	13	42	122	0	0	0	0	152	34	34	18	0	0	104	54	0	5	777
1	Identify Problems, Opportunities and Concerns	16			6	8																30
2	Public Involvement																					0
	Draft Public Involvement Outline	2																				2
	Prepare Response to Review Comments	1																				1
	Draft Final Public Involvement Outline	1																				1
	Twelve Undefined Informational Meetings (1.5 hr each)	27				12						12		4					8			43
	Fact Sheet	2																				2
	Public Meeting No. 1	4				2						2										8
	Public Meeting No. 2	4				2						2										8
3	Data Collection/Literature Review - District and NRCS						6							4	6				12			28
	Draft Data Collection Memorandum	2		1								8									1	12
	Prepare Response to Review Comments	1										2										3
	Final Data Collection Memorandum	1										2										3
	Identification of Data Gaps	2										4						4				14
4	Field Reconnaissance of Watershed																					0
	District facilitated site visits (3) 1 day each	24					16						24	8				6	4			82
	Consultant site visits (6) 1/2 day each	24					12						12						4			52
5	Determine Objectives	24		2	4		6							4							2	42
6	Inventory of Resources of Concern													4								4
	Listing of Data Sources					4						6							14			24
	Collection of Data for Resources of Concern																					0
	Air quality						1															1
	Ecological critical areas																					0
	Identify floodplains, flooding issues, drainage compliance, documented sedimentation and erosion issues and documented historic flood data	2					12					16						4				34
	Croplands: Prime, Unique and Highly erodible (these are assumed to be provided by NRCS in the form of shapefiles)						2					4						4				10
	Invasive species						1															1
	Land use and crop inventory data						2					4						4				10
	Migratory birds																					0
	Natural areas, parklands, scenic areas, riparian areas																					0
	Range health data (to be provided by local resources - farmers, ranchers, NRCS, etc.)													4	6							10
	Soils inventory data (NRCS soils mapping)						2					4						4	2			12
	Threatened and endangered species, upland wildlife species																					0
	Water bodies, lakes and streams						2					6						2				10
	Water quality and quantity data (surface)						4					8										12
	Locate and identify wetlands and identify wetland wildlife species																					0
	Collect agricultural conveyance information/farm locations	1												4	6			4	4			19
	Social/Population demographics																					0
	Identify effects to public health and safety				1	2						4						2				7
	Identify effects to homes, businesses, and agricultural operations					4																4
	Identify visual concerns																					0
	Collect economic data																					0
	Identify non-NEPA laws related to project area						4															4
	Identify approved regional water resource plans in project area					2						4						4				10
	Consultation with SHPO, State Archaeologist, Tribes	1																				1
	Conduct cultural resources surveys of project area - Class I survey																					0
	Collect available topographic mapping						4					12						12				28
	Collect and review available geologic, seismic, subsidence information																					0
	Special Environmental Concerns	4																				4
	Infrastructure and Land Ownerships	1				4						12						8				25
7	Analyze Resource Data																					0
	Conduct Resource Analyses	12																				12
	Field Office Technical Guides (FOTG)	4				8						12		4				12	8			48
	Prepare Maps (GIS, exhibits)	2		1		2	6					12						24			2	49
	Review flooding, erosion, sedimentation causes	1			2	12						16										31
	Remote Sensing and Analysis						6											12				18
	Resource Causes and Conditions						6															6
	Endangered species act resources evaluation						4															4
	Document Analyses/Draft EA Affected Environment	4					12															16
	Statement of Objectives						6															6
	Determine Level of EE EA or BS						4															4
2.0	FORMULATE AND EVALUATE ALTERNATIVES/RECOMMENDED PLAN AND WRITE PLAN/EA	130	0	10	54	12	203	2	0	0	0	136	0	15	0	0	0	38	74	0	17	494
1	Formulate Alternatives and Workshops																					0
	Prepare Toolbox for Developing Alternatives	4				2	4	2						2								14
	Prepare Initial List of Alternatives	4			8		12					10		4				4	10			52
	Prepare /exhibit of Initial List																					0
	Alternatives Workshop - Prepare and Conduct	4			6		12					8		2				4	6			42
	Revised Initial List of Alternatives - description/exhibit/costs	4					4											4				12
	Develop Alternative Ranking and Screening Approach/Method	2			2		2							1								7
	Feasibility Workshop - Prepare and Conduct	4			6		10					4		2				2	4			32
	Preliminary Draft Alternatives Memorandum	2		1	4		12					6		2				2	6			35
	Prepare Response to Review Comments	1			2		4															7
	Final Preliminary Alternatives Memorandum	1		1	2		6					2						2	4			18
2	Evaluate Alternatives																					0
	Economic analysis of alternatives studied in detail	4																				4
	Hydraulics analysis of Alternatives studied in detail	2				4	16					48									4	74

Brawley Wash Watershed Plan - Environmental Assessment
January 12, 2021 **SFQ-PO-2100003**

Stantec Consulting Services Inc.				
	Unit Price		Quantity	Amount
B&W Copies 8 1/2 x 11	\$ 0.06	each	8000	\$ 480.00
Color Copies 8 1/2 x 11	\$ 0.25	each	10000	\$ 2,500.00
B&W Copies 11 x 17	\$ 0.13	each	3000	\$ 390.00
Color Copies 11 x 17	\$ 0.50	each	3000	\$ 1,500.00
Large B&W Plots	\$ 0.10	sq ft	1500	\$ 150.00
Large Color Plots	\$ 2.50	sq ft	2800	\$ 7,000.00
Binding Spiral	\$ 3.50	each	120	\$ 420.00
Binding 3-Ring	\$ 8.50	each	120	\$ 1,020.00
Report Pockets	\$ 0.48	each	125	\$ 60.00
DVDs	\$ 4.00	each	60	\$ 240.00
Thumb Drives (256 GB)	\$ 39.00	each	24	\$ 936.00
Misc. Special Printing/Supplies/Delivery	\$ 500.00	job	1	\$ 500.00
				\$ -
Hotel	\$ 100.00	night	12	\$ 1,200.00
Per Diem/Incidentals	\$ 49.00	day	16	\$ 784.00
Mileage	\$ 0.45	mile	0	\$ -
Rental Vehicle (SUV/Truck)	\$ 45.00	day	12	\$ 540.00
Rental Vehicle Gas (assume \$3/gal)	\$ 3.00	gal	250	\$ 750.00
Direct and Outside Expenses				\$ 17,720.00

Brawley Wash Watershed Plan-EA

Subconsultant: Gannett Fleming, Inc

Role: Economics, Geology

Date: 12-Jan-21

January 8, 2021

666.0

Consultant's Subtotal Direct Labor	\$	29,114.20
Consultant's Overhead @ <u>160.64%</u> of Direct Labor	\$	46,769.05
Consultant's Profit @ <u>8.0%</u> of Direct Labor plus Overhead	\$	6,070.66
Consultant's Total Direct Labor	\$	81,953.91

Gannett Fleming, Inc.						
Task	TASK DESCRIPTION	Project Principal	Senior Geotech Engineer	Senior Economist	GIS Analyst	Stakeholder
1.0	IDENTIFY PROBLEMS, DETERMINE OBJECTIVES, INVENTORY RESOURCES AND ANALYSIS	0	28	0	0	28
1	Inventory of Resources of Concern					0
	Listing of Data Sources					0
	Collection of Data for Resources of Concern					0
	Air quality					0
	Ecological critical areas					0
	Identify floodplains, flooding issues, drainage complaints, documented sedimentation and erosion issues and documented historic flood data					0
	Captions: Private (unique and highly sensitive) (these are assumed to be provided by NRCS in the form of shapefiles)					0
	Inventory (species)					0
	Land use and crop inventory data					0
	Migratory birds					0
	Natural areas, parklands, scenic areas, riparian areas					0
	Range health data					0
	(to be provided by local resources - farmers, ranchers, NRCS, etc.)					0
	Soils inventory data (NRCS soils mapping)		4			4
	Threatened and endangered species, upland wildlife species					0
	Water bodies, lakes and streams					0
	Water quality and quantity data (surface and groundwater)					0
	Locate and identify wetlands and identify wetland wildlife species					0
	Seismicity/seismicity					0
	Identify effects to public health and safety					0
	Identify effects to homes, businesses, and agricultural operations					0
	Identify visual concerns					0
	Conduct economic data					0
	Identify non-NEPA laws related to project area					0
	Identify approved regional water resource plans in project area (groundwater recharge facilities)					0
	Consultation with SHPO, State Archaeologist, Tribes					0
	Conduct cultural resources surveys of project area - Phase I survey					0
	Collect available topographic mapping					0
	Collect and review available geologic, seismic, subsidence information		24			24
	Special Environmental Concerns					0
	Infrastructure and Land Ownership					0
7	Analyze Resource Data					0
	Conduct Resource Analyses					0
	Field Office Technical Guides (OTG)					0
	Prepare Maps (GIS exhibit)					0
	Review flooding, erosion, sedimentation causes					0
	Resource Causes and Correlations					0
	Endangered species and resources evaluation					0
	Document Analysis/Draft EA Affected Environment					0
	Statement of Objectives					0
	Determine Level of EA (EA or ES)					0
2.0	FORMULATE AND EVALUATE ALTERNATIVES/RECOMMENDED PLAN AND WRITE PLAN/EA	12	0	402	224	138
1	Formulate Alternatives and Workshops					0
	Prepare Toolbox for Developing Alternatives					0
	Prepare Initial List of Alternatives - description					0
	Prepare short description/exhibit of Initial List					0
	Alternatives Workshop - Prepare and Conduct			8		8
	Revised Initial List of Alternatives - description/exhibit/costs					0
	Develop Alternative Ranking and Screening Approach/Method			4		4
	Feasibility Workshop - Prepare and Conduct			4		4
	Preliminary Draft Alternatives Memorandum			2		2
	Prepare Response to Review Comments			2		2
	Final Alternatives Memorandum			2		2
2	Evaluate Alternatives					0
	Economic analysis of alternatives studied in detail			80	72	152
	Hydraulics analyses of Alternatives studied in detail					0
	Environmental consequences of recommended actions					0
	Effects on human environment of recommended actions					0
	Compare Alternatives to FERC			60	40	100
	Determining if any actions create any precedents					0
	Identification of risk and uncertainty of effects			4		4
	Identification of major environmental conflicts involved					0
	Identification of adverse environmental effects that cannot be avoided					0
	Determine potential for effect controversy					0
	Conflicts between Federal, State, Local and Tribal Policies, laws and objectives					0
3	MAKE DECISIONS					0
	Alternative Selection Workshop (1/2 day) prepare and conduct			12	8	20
	Draft Alternatives Selection Memorandum	2		12	12	26
	Prepare Response to Review Comments/Comment Resolution Mtg			8	4	12
	Final Alternatives Selection Memorandum			8		8
A	Prep and Submit Draft Final Plan EA Report for District/NRCS AZ Review (1st submission)	2		60	40	102
	Prepare Response to Review Comments/Comment Resolution Mtg			16	8	24
	Prep and Submit Draft Final Plan EA Report for District/NRCS AZ Review (2nd submission)			8	8	16
	Prepare Response to Review Comments/Comment Resolution Mtg Review Report			8		8
B	Prep and Submit Draft Final Plan EA Report to District/NRCS NMMC (1st submission)			8		8
	Prepare Response to Review Comments/Comment Resolution Mtg			24	16	40
	Prep and Submit Draft Final Plan EA Report to District/NRCS AZ (2nd submission)	2		12	8	22
C	Prep and Submit Draft Final Plan EA Report to District/NRCS HQ (1st submission)	2		8	8	18
	Prepare Response to Review Comments/Comment Resolution Mtg			6		6
D	Prep and Submit Draft Final Plan EA Report to District/Public Agency			12		12
	Prepare Response to Review Comments/Comment Resolution Mtg			8		8
E	Prep and Submit Draft Final Plan EA Report to District/NRCS HQ (1st submission)	2		8		10
	Prepare Response to Review Comments/Comment Resolution Mtg			8		8
F	Prep and Submit Final Plan EA to District/NRCS	2		8		10
3.0	STAKEHOLDER INVOLVEMENT	0	0	0	0	0
4.0	PROJECT ADMINISTRATION	0	0	0	0	0
	Total Hours without Optionals	0	28	402	224	138
	Direct Labor Subtotal	\$ 76.10	\$ 63.50	\$ 47.10	\$ 33.40	\$ 29.14
	Overhead	\$ 920.40	\$ 1,778.00	\$ 18,934.20	\$ 7,481.60	\$ 29,114.20
	Profit	\$ 1,478.53	\$ 2,556.18	\$ 30,415.90	\$ 12,018.44	\$ 46,769.03
	Total Labor	\$ 1,991.91	\$ 3,707.73	\$ 39,459.20	\$ 19,540.04	\$ 65,993.33
	Direct Expenses	\$ 2,590.65	\$ 5,004.91	\$ 53,298.11	\$ 21,040.06	\$ 81,938.73
	Total Standee Costs	\$ 2,590.65	\$ 5,004.91	\$ 53,298.11	\$ 21,040.06	\$ 81,938.73

Brawley Wash Watershed Plan-EA

Subconsultant: SWCA

Role: Environmental, Cultural, Social

Date: 12-Jan-21

Brawley Wash Watershed Plan - Environmental Assessment

January 12, 2021

FEE PROPOSAL			
SWCA			
DIRECT LABOR			
Labor Classification	Man Hours	Hourly Rates	Labor Cost
Project Manager Spec IX	198	\$ 46.15	\$ 9,137.70
Planning Spec VIII	0	\$ 1.00	\$ -
Planning Spec VI	20	\$ 34.73	\$ 694.60
Planning Spec II	169	\$ 24.72	\$ 4,177.68
Cult Lead Spec X	16	\$ 21.63	\$ 346.08
Cultural PI Spec VIII	101	\$ 52.53	\$ 5,305.53
Cultural PI Spec VIII	8	\$ 38.24	\$ 305.92
CUL Spec VII	40	\$ 41.44	\$ 1,657.60
Cul Spec V	122	\$ 31.77	\$ 3,875.94
	0	\$ -	\$ -
Cul Spec I	10	\$ 18.18	\$ 181.80
ENV Res Spec VIII	136	\$ 40.14	\$ 5,459.04
ENV Res Spec Assist VIII	52	\$ 39.95	\$ 2,077.40
ENV Res Spec IV	128	\$ 27.58	\$ 3,530.24
GIS/CADD Spec V	138	\$ 30.77	\$ 4,246.26
GIS CADD Spec VI	60	\$ 31.25	\$ 1,875.00
Env SME	3	\$ 68.85	\$ 206.55
Planning Spec VIII	6	\$ 40.97	\$ 245.82
Admin VI	19	\$ 27.58	\$ 524.02
Tech Ed Sepc IV	36	\$ 28.89	\$ 1,040.04
Tech ED Spec IX	7	\$ 43.27	\$ 302.89
	0	\$ -	\$ -
	0	\$ -	\$ -

1269.0

Consultant's Subtotal Direct Labor	\$	45,190.11
Consultant's Overhead @ 184.34% of Direct Labor	\$	83,303.45
Consultant's Profit @ 8.0% of Direct Labor plus Overhead	\$	10,279.48
Consultant's Total Direct Labor	\$	138,773.04

SWCA																								
Task	TASK DESCRIPTION	Project Manager Spec IX	Planning Spec VII	Planning Spec VI	Planning Spec III	Planning Spec II	Cult Lead Spec X	Cultural Pl Spec VIII	CUL Spec VII	CUL Spec V		CUL Spec I	ENV Res Spec VII	ENV Res Spec Asst'd VIII	ENV Res Spec IV	GIS/CADD Spec V	GIS CADD Spec VI	Env SME	Planning Spec VIII	Admh VI	Tech Ed Spec IV	Tech ED Spec IX		Startec Total
1.0	IDENTIFY PROBLEMS, DETERMINE OBJECTIVES INVENTORY RESOURCES AND ANALYSES	80	0	2	98	16	61	8	0	120	0	10	89	43	102	122	58	2	2	11	18	1	0	843
1	Identify Problems, Opportunities and Concerns																							0
2	Public Involvement																							0
	Draft Public Involvement Outline																							0
	Prepare Response to Review Comments																							0
	Draft Final Public Involvement Outline																							0
	Twelve Unfunded Informational Meetings (1.5 hr each)	6			2								2				2							12
	Fact Sheet																							1
	Public Meeting No. 1	6			3		4						2				1							14
	Public Meeting No. 2	6			3		4						2				1							15
3	Data Collection/Literature Review - District and NICS																							0
	Draft Data Collection Memorandum	1			20		20			20		6	10	5	8	40	20	1	1					154
	Prepare Response to Review Comments				4		2			6			4				10							18
	Final Data Collection Memorandum				4		2			48			4	2		20	10							10
	Identification of Data Gaps	1			4		6						4			36	12							63
4	Field Reconnaissance of Watershed																							0
	District Facilitated Site Visits (3) 1-day each	24								4		2												30
	Consultant site visits (6) 1/2 day each	4											4		4		2							14
5	Determine Objectives																							0
6	Inventory of Resources of Concern																							0
	Listing of Data Sources	1			1	2				10			4		2					9	10			39
	Collection of Data for Resources of Concern																							0
	Air quality	1			3																			4
	Ecological critical areas	2											10											12
	Identify floodplains, flooding issues, drainage complaints, documented sedimentation and erosion issues and documented historic flood data																							0
	Croplands: Prime, Unique and Highly erodible (these are assumed to be provided by NICS in the form of shopettes)																							0
	Invasive species												4		4									8
	Land use and crop inventory data																							0
	Migratory birds												4		10									14
	Natural areas, parklands, scenic areas, riparian areas																							0
	Range health data (to be provided by local resources - farmers, ranchers, NICS, etc.)																							0
	Soils inventory data (NICS soil mapping)																							0
	Threatened and endangered species, upland wildlife species												4	10	20									34
	Water bodies, lakes and streams												2	6	20									28
remove	Water quality and quantity data (surface and groundwater)												8		18									26
	Locate and identify wetlands and identify wetland wildlife species												6		16									22
	Social/Population demographics	2			12	6																		20
	Identify effects to public health and safety	2			12																			14
	Identify effects to homes, businesses, and agricultural operations																							0
	Identify visual concerns																							0
	Collect economic data																							0
	Identify non-NEPA laws related to project area	2		2	8								5											17
	Identify approved regional water resource plans in project area (groundwater recharge facilities)															6								4
	Consultation with SHPO, State Archaeologist, Tribes						8	8		18														34
	Conduct cultural resources surveys of project area - Phase I survey						15			12						20								47
	Collect available topographic mapping																							0
	Collect and review available geologic, seismic, subsidence information																							0
	Special Environmental Concerns																							0
	Infrastructure and Land Ownership																							0
7	Analyze Resource Data																							0
	Conduct Resource Analyses	4			6	4							2	12										30
	Field Office Technical Guides (FOTG)																							0
	Prepare Maps (GIS, exhibits)				2																			2
	Review flooding, erosion, sedimentation causes																							0
	Resource Causes and Conditions																							0
	Endangered species act resources evaluation	4											2	4										10
	Document Analyses/Draft EA Affected Environment	6			8								2	4			10			2	8	1		41
	Statement of Objectives	2																						2
	Determine Level of EE - EA or BS	6			4	4							4					1	1					20
2.0	FORMULATE AND EVALUATE ALTERNATIVES/RECOMMENDED PLAN AND WRITE PLAN/EA	58	0	6	71	0	19	0	40	2	0	0	25	9	26	12	0	1	4	8	16	6	0	305
1	Formulate Alternatives and Workshops																							0
	Prepare Toolbox for Developing Alternatives																							0
	Prepare Initial List of Alternatives - description																							0
	Prepare short description/exhibit of Initial List Alternatives Workshop - Prepare and Conduct	6											4											12
	Revised Initial List of Alternatives - description/exhibit/costs																							0
	Develop Alternative Ranking and Screening Approach/Method																							0
	Feasibility Workshop - Prepare and Conduct	6					2						1											9
	Preliminary Draft Alternatives Memorandum												1											1
	Prepare Response to Review Comments												1											1
	Final Alternatives Memorandum			2	10								1	2	4									19
2	Evaluate Alternatives																							0
	Economic analysis of alternatives studied in detail																							0
	Hydraulic analysis of Alternatives studied in detail																							0
	Environmental consequences of recommended actions				2									2										4
	Effects on human environment of recommended actions																							0
	Compare Alternatives to FWOR	10			10									2										22
	Determining if any actions create any precedents																							0
	Identification of risk and uncertainty of effects																							0
	Identification of major environmental conflicts resolved																							0
	Identification of adverse environmental effects that cannot be avoided												2											2
	Determine potential for effect controversy																							0
	Conflicts between Federal, State, Local and Tribal Policies, laws and objectives	4			10					2			4			6								26

[illegible]

Brawley Wash Watershed Plan-EA

Subconsultant: Tim Sweeny

Role: NRCS Compliance Manager

Date: Decemeber 24, 2020

Brawley Wash Watershed Plan - Environmental Assessment

December 20, 2020

FEE PROPOSAL			
Tim Sweeny			
DIRECT LABOR			
Labor Classification	Man Hours	Billing Rates	Labor Cost
NRCS Compliance Manager	152	\$ 110.00	\$ 16,720.00
		\$ 1.00	\$ -

152.0

Consultant's Subtotal Direct Labor	\$	16,720.00
Consultant's Overhead @ 0.00% of Direct Labor	\$	-
Consultant's Profit @ 0.0% of Direct Labor plus Overhead		
Consultant's Total Direct Labor	\$	16,720.00

Brawley Wash Watershed Plan - Environmental Assessment
December 20, 2020

Tim Sweeny			
Task	TASK DESCRIPTION	NRCS Compliance Mgr	Sweeny Total
1.0	IDENTIFY PROBLEMS, DETERMINE OBJECTIVES INVENTORY RESOURCES AND ANALYSES	32	32
1	Identify Problems, Opportunities and Concerns	8	8
2	Public Involvement		0
	Draft Public Involvement Outline		0
	Prepare Response to Review Comments		0
	Draft Final Public Involvement Outline		0
	Twelve Undefined Informational Meetings (1.5hr each)	9	9
	Fact Sheet		0
	Public Meeting No. 1		0
	Public Meeting No. 2		0
3	Data Collection/Literature Review - District and NRCS		0
	Draft Data Collection Memorandum	4	4
	Prepare Response to Review Comments		0
	Final Data Collection Memorandum		0
	Identification of Data Gaps		0
4	Field Reconnaissance of Watershed		0
	District Facilitated Site Visits (3) 1-day each		0
	Consultant site visits (6) 1/2 day each		0
5	Determine Objectives	2	2
6	Inventory of Resources of Concern		0
	Listing of Data Sources	1	1
	Collection of Data for Resources of Concern	4	4
	Air quality		0
	Ecological critical areas		0
	Identify floodplains, flooding issues, drainage complaints, documented sedimentation and erosion issues and documented historic flood data		0
	Crop/lands: Prime, Unique and Highly erodible (these are assumed to be provided by NRCS in the form of shapefiles)		0
	Invasive species		0
	Land use and crop inventory data		0
	Migratory birds		0
	Natural areas, parklands, scenic areas, riparian areas		0
	Range health data		0
	(to be provided by local resources - farmers, ranchers, NRCS, etc.)		0
	Soils inventory data (NRCS soils mapping)		0
	Threatened and endangered species, upland wildlife species		0
	Water bodies, lakes and streams		0
	Water quality and quantity data (surface and groundwater)		0
	Locate and identify wetlands and identify wetland wildlife species		0
	Social/Population demographics		0
	Identify effects to public health and safety		0
	Identify effects to homes, businesses, and agricultural operations		0
	Identify visual concerns		0
	Collect economic data		0
	Identify non-NEPA laws related to project area		0
	Identify approved regional water resource plans in project area (groundwater recharge facilities)		0
	Consultation with SHPO, State Archeologist, Tribes		0
	Conduct cultural resources surveys of project area - Phase I survey		0
	Collect available topographic mapping		0
	Collect and review available geologic, seismic, subsidence information		0
	Special Environmental Concerns		0
	Infrastructure and Land Ownerships		0
7	Analyze Resource Data		0
	Conduct Resource Analyses	4	4
	Field Office Technical Guides (FOTG)		0
	Prepare Maps (GIS, exhibits)		0
	Review flooding, erosion, sedimentation causes		0
	Resource Causes and Conditions		0
	Endangered species act resources evaluation		0
	Document Analyses/Draft EA Affected Environment		0
	Statement of Objectives		0
	Determine Level of EE - EA or EIS		0
2.0	FORMULATE AND EVALUATE ALTERNATIVES/RECOMMENDED PLAN AND WRITE PLAN/EA	98	98
1	Formulate Alternatives and Workshops		0
	Prepare Toolbox for Developing Alternatives	4	4
	Prepare Initial List of Alternatives - description	6	6
	Prepare short description/exhibit of Initial List	2	2
	Alternatives Workshop - Prepare and Conduct	4	4
	Revised Initial List of Alternatives - description/exhibit/costs		0
	Develop Alternative Ranking and Screening Approach/Method		0
	Feasibility Workshop - Prepare and Conduct	2	2
	Preliminary Draft Alternatives Memorandum		0
	Prepare Response to Review Comments		0

	Final Alternatives Memorandum		0
2	Evaluate Alternatives		0
	Economic analysis of alternatives studied in detail		0
	Hydraulics analysis of Alternatives studied in detail		0
	Environmental consequences of recommended actions	4	4
	Effects on human environment of recommended actions		0
	Compare Alternatives to FWOI		0
	Determining if any actions create any precedents	4	4
	Identification of risk and uncertainty of effects		0
	Identification of major environmental conflicts resolved	2	2
	Identification of adverse environmental effects that cannot be avoided		0
	Determine potential for effect controversy	2	2
	Conflicts between Federal, State, Local and Tribal Policies, laws and objectives		0
3	MAKE DECISIONS		0
	Alternative Selection Workshop (1/2 day) prepare and conduct		0
	Draft Alternatives Selection Memorandum		0
	Prepare Response to Review Comments/Comment Resolution Mtg		0
	Final Alternatives Selection Memorandum		0
A	Prep and Submit Draft Final EA Report for District/NRCS AZ Review (1st submittal)	16	16
	Prepare Response to Review Comments/Comment Resolution Mtg		0
	Prep and Submit Draft Final EA Report for District/NRCS AZ Review (2nd submittal)		0
	Prepare Response to Review Comments/Comment Resolution Mtg-Revise Report		0
B	Prep and Submit Final EA Report to District/NRCS NWMC (1st submittal)	12	12
	Prepare Response to Review Comments/Comment Resolution Mtg		0
	Prep and Submit Final EA Report to District/NRCS AZ (2nd submittal)		0
C	Prep and Submit Draft EA Report to District/NRCS HQ (1st submittal)		0
	Prepare Response to Review Comments/Comment Resolution Mtg		0
D	Prep and Submit Draft EA Report to District/Public/Agency	16	16
	Prepare Response to Review Comments/Comment Resolution Mtg		0
E	Prep and Submit Draft EA Report to District/NRCS HQ (1st submittal)	16	16
	Prepare Response to Review Comments/Comment Resolution Mtg		0
F	Prep and Submit Final EA Report to District/NRCS	8	8
3.0	STAKEHOLDER INVOLVEMENT	0	0
	Pima County Departments		0
	Tucson Water		0
	Town of Marana		0
	Ajo Valley Conservation Alliance		0
	Arizona State Land Department		0
	Pima Natural Resources Conservation District		0
	Arizona Fish and Game		0
	Central Arizona Project		0
	Coalition for Sonoran Desert Protection		0
	Community Water Coalition		0
	Pima Association of Governments		0
	Sonoran Institute		0
	Tucson Audubon		0
	Tohono O'odham Nation		0
	BKW Farms		0
	Boa Sorte		0
	Ajo Valley Wildlife Connectivity Working Group		0
4.0	PROJECT ADMINISTRATION	22	22
	Progress Reports and Invoicing	8	8
	Project Schedule		0
	Meetings		0
	Project Kick Off Meeting (conduct and prep)	2	2
	Monthly Meetings (18 total conduct and prep)	12	12
	Draft QAQC Plan		0
	Prepare Response to Review Comments/Comment Resolution Mtg		0
	Final QAQC Plan		0
	Total Hours without Optionals	152	152
	Rate	\$ 110.00	
	Direct Labor Subtotal	\$ 16,720.00	\$ 16,720.00
	Overhead		\$ -
	Profit		\$ -
	Total Labor	\$ 16,720.00	\$ 16,720.00
	Direct Expenses		\$ -
	Total Stantec Costs	\$ 16,720.00	\$ 16,720.00

Brawley Wash Watershed Plan-EA

Subconsultant: CMG Drainage, Inc.

Role: Hydraulics/Erosion

Date: December 24, 2020

Brawley Wash Watershed Plan - Environmental Assessment

December 22, 2020

FEE PROPOSAL			
CMG DRAINAGE ENGINEERING, INC.			
DIRECT LABOR			
Labor Classification	Man Hours	Hourly Rates	Labor Cost
Project Principal	27	\$ 61.19	\$ 1,652.13
Project Manager	157	\$ 55.07	\$ 8,645.99
Sr. Project Engineer/Hydrologist	87	\$ 48.95	\$ 4,258.65
Project Engineer / Hydrologist	91	\$ 42.42	\$ 3,860.22
Designer	33	\$ 37.12	\$ 1,224.96
CADD Technician	35	\$ 31.82	\$ 1,113.70
Clerical / Administration	0	\$ 23.25	\$ -

430.0

Consultant's Subtotal Direct Labor	\$	20,755.65
Consultant's Overhead @ 127.00% of Direct Labor	\$	26,359.68
Consultant's Profit @ 8.0% of Direct Labor plus Overhead	\$	3,769.23
Consultant's Total Direct Labor	\$	50,884.55

Brawley Wash Watershed Plan - Environmental Assessment

December 22, 2020

1 2 3 4 5 6 7

CMG DRAINAGE ENGINEERING, INC.									
Task	TASK DESCRIPTION	Project Principal	Project Manager	Sr Project Engineer / Hydrologist	Project Engineer / Hydrologist	Designer	CADD Technician	Clerical / Administration	CMG Total
1.0	IDENTIFY PROBLEMS, DETERMINE OBJECTIVES INVENTORY RESOURCES AND ANALYSES	7	56	27	31	13	15	0	149
1	Identify Problems, Opportunities and Concerns								
2	Public Involvement								0
	Draft Public Involvement Outline								0
	Prepare Response to Review Comments								0
	Draft Final Public Involvement Outline								0
	Twelve Undefined Informational Meetings (1.5hr each)								0
	Fact Sheet								0
	Public Meeting No. 1								0
	Public Meeting No. 2								0
3	Data Collection/Literature Review - District and NRCS								0
	Draft Data Collection Memorandum								0
	Prepare Response to Review Comments								0
	Final Data Collection Memorandum								0
	Identification of Data Gaps								0
4	Field Reconnaissance of Watershed								0
	District Facilitated Site Visits (3) 1-day each		24						24
	Consultant site visits (6) 1/2 day each		12						12
5	Determine Objectives								0
6	Inventory of Resources of Concern								0
	Listing of Data Sources								0
	Collection of Data for Resources of Concern								0
	Air quality								0
	Ecological critical areas								0
	Identify floodplains, flooding issues, drainage complaints, documented sedimentation and erosion issues and documented historic flood data	4	10	10	5	8	8		45
	Croplands: Prime, Unique and Highly erodible (these are assumed to be provided by NRCS in the form of shapefiles)								0
	Invasive species								0
	Land use and crop inventory data								0
	Migratory birds								0
	Natural areas, parklands, scenic areas, riparian areas								0
	Range health data (to be provided by local resources - farmers, ranchers, NRCS, etc.)								0
	Soils inventory data (NRCS soils mapping)				6				6
	Threatened and endangered species, upland wildlife species								0
	Water bodies, lakes and streams								0
	Water quality and quantity data (surface and groundwater)	1	2	5	10		2		20
	Locate and identify wetlands and identify wetland wildlife species								0
	Social/Population demographics								0

Brawley Wash Watershed Plan - Environmental Assessment

December 22, 2020

CMG DRAINAGE ENGINEERING, INC.									
Task	TASK DESCRIPTION	Project Principal	Project Manager	Sr Project Engineer / Hydrologist	Project Engineer / Hydrologist	Designer	CADD Technician	Clerical / Administration	CMG Total
	Identify effects to public health and safety								0
	Identify effects to homes, businesses, and agricultural operations								0
	Identify visual concerns								0
	Collect economic data								0
	Identify non-NEPA laws related to project area								0
	Identify approved regional water resource plans in project area (groundwater recharge facilities)								0
	Consultation with SHPO, State Archeologist, Tribes								0
	Conduct cultural resources surveys of project area - Phase I survey								0
	Collect available topographic mapping								0
	Collect and review available geologic, seismic, subsidence information								0
	Special Environmental Concerns								0
	Infrastructure and Land Ownerships								0
7	Analyze Resource Data								0
	Conduct Resource Analyses								0
	Field Office Technical Guides (FOTG)								0
	Prepare Maps (GIS, exhibits)								0
	Review flooding, erosion, sedimentation causes	2	8	12	10	5	5		42
	Resource Causes and Conditions								0
	Endangered species act resources evaluation								0
	Document Analyses/Draft EA Affected Environment								0
	Statement of Objectives								0
	Determine Level of EE - EA or EIS								0
2.0	FORMULATE AND EVALUATE ALTERNATIVES/RECOMMENDED PLAN AND WRITE PLAN/EA	20	30	60	60	20	20	0	210
1	Formulate Alternatives and Workshops								0
	Prepare Toolbox for Developing Alternatives								0
	Prepare Initial List of Alternatives - description								0
	Prepare short description/exhibit of Initial List								0
	Alternatives Workshop - Prepare and Conduct								0
	Revised Initial List of Alternatives - description/exhibit/costs								0
	Develop Alternative Ranking and Screening Approach/Method								0
	Feasibility Workshop - Prepare and Conduct								0
	Preliminary Draft Alternatives Memorandum								0
	Prepare Response to Review Comments								0
	Final Alternatives Memorandum								0
2	Evaluate Alternatives								0
	Economic analysis of alternatives studied in detail								0
	Hydraulics analyses of Alternatives studied in detail	20	30	60	60	20	20		210
	Environmental consequences of recommended actions								0
	Effects on human environment of recommended actions								0
	Compare Alternatives to FWOI								0
	Determining if any actions create any precedents								0
	Identification of risk and uncertainty of effects								0
	Identification of major environmental conflicts resolved								0

Brawley Wash Watershed Plan - Environmental Assessment
December 22, 2020

CMG DRAINAGE ENGINEERING, INC.									
Task	TASK DESCRIPTION	Project Principal	Project Manager	Sr Project Engineer / Hydrologist	Project Engineer / Hydrologist	Designer	CADD Technician	Clerical / Administration	CMG Total
	Identification of adverse environmental effects that cannot be avoided								0
	Determine potential for effect controversy								0
	Conflicts between Federal, State, Local and Tribal Policies, laws and objectives								0
3	MAKE DECISIONS								0
	Alternative Selection Workshop (1/2 day) prepare and conduct								0
	Draft Alternatives Selection Memorandum								0
	Prepare Response to Review Comments/Comment Resolution Mtg								0
A	Final Alternatives Selection Memorandum								0
	Prep and Submit Draft Prelim Plan-EA Report for District/NRCS AZ Review (1st submittal)								0
	Prepare Response to Review Comments/Comment Resolution Mtg								0
	Prep and Submit Draft Prelim Plan-EA Report for District/NRCS AZ Review (2nd submittal)								0
	Prepare Response to Review Comments/Comment Resolution Mtg-Revise Report								0
B	Prep and Submit Prelim Plan-EA Report to District/NRCS NWMC (1st submittal)								0
	Prepare Response to Review Comments/Comment Resolution Mtg								0
	Prep and Submit Prelim Plan-EA Report to District/NRCS AZ (2nd submittal)								0
C	Prep and Submit Draft Plan-EA to District/NRCS HQ (1st submittal)								0
	Prepare Response to Review Comments/Comment Resolution Mtg								0
D	Prep and Submit Draft Plan-EA to District/Public/Agency								0
	Prepare Response to Review Comments/Comment Resolution Mtg								0
E	Prep and Submit Draft Final Plan-EA to District/NRCS HQ (1st submittal)								0
	Prepare Response to Review Comments/Comment Resolution Mtg								0
F	Prep and Submit Final Plan-EA to District/NRCS								0
3.0	STAKEHOLDER INVOLVEMENT	0	0	0	0	0	0	0	0
	Pima County Departments								0
	Tucson Water								0
	Town of Marana								0
	Altar Valley Conservation Alliance								0
	Arizona State Land Department								0
	Pima Natural Resources Conservation District								0
	Arizona Fish and Game								0
	Central Arizona Project								0
	Coalition for Sonoran Desert Protection								0
	Community Water Coalition								0

Brawley Wash Watershed Plan - Environmental Assessment
December 22, 2020

CMG DRAINAGE ENGINEERING, INC.									
Task	TASK DESCRIPTION	Project Principal	Project Manager	Sr Project Engineer / Hydrologist	Project Engineer / Hydrologist	Designer	CADD Technician	Clerical / Administration	CMG Total
	Pima Association of Governments								0
	Sonoran Institute								0
	Tucson Audubon								0
	Tahono O'odham Nation								0
	BKW Farms								0
	Boa Sorte								0
	Avra Valley Wildlife Connectivity Working Group								0
4.0	PROJECT ADMINISTRATION	0	71	0	0	0	0	0	71
	Progress Reports and Invoicing		42						42
	Project Schedule								0
	Meetings								0
	Project Kick Off Meeting (conduct and prep)		2						2
	Monthly Meetings (18 total conduct and prep)		27						27
	Draft QAQC Plan								0
	Prepare Response to Review Comments/Comment Resolution Mtg								0
	Final QAQC Plan								0
	Total Hours without Optionals	27	157	87	91	33	35	0	430
	Bill Rates	\$ 61.19	\$ 55.07	\$ 48.95	\$ 42.42	\$ 37.12	\$ 31.82	\$ 23.25	
	Direct Labor Subtotal	\$ 1,652.13	\$ 8,645.99	\$ 4,258.65	\$ 3,860.22	\$ 1,224.96	\$ 1,113.70	\$ -	\$ 20,755.65
	Overhead	\$ 2,098.21	\$ 10,980.41	\$ 5,408.49	\$ 4,902.48	\$ 1,555.70	\$ 1,414.40	\$ -	\$ 26,359.68
	Profit	\$ 300.03	\$ 1,570.11	\$ 773.37	\$ 701.02	\$ 222.45	\$ 202.25	\$ -	\$ 3,769.23
	Total Labor	\$ 4,050.36	\$ 21,196.51	\$ 10,440.51	\$ 9,463.72	\$ 3,003.11	\$ 2,730.35	\$ -	\$ 50,884.55
	Direct Expenses								\$ 300.00
	Total CMG Costs	\$ 4,050.36	\$ 21,196.51	\$ 10,440.51	\$ 9,463.72	\$ 3,003.11	\$ 2,730.35	\$ -	\$ 51,184.55

Brawley Wash Watershed Plan - Environmental Assessment

December 22, 2020

CMG DRAINAGE ENGINEERING, INC.				
	Unit Price		Quantity	Amount
B&W Copies 8 1/2 x 11	\$	0.15 each	300	\$ 45.00
Color Copies 8 1/2 x 11	\$	0.15 each	300	\$ 45.00
B&W Copies 11 x 17	\$	0.30 each	300	\$ 90.00
Color Copies 11 x 17	\$	0.30 each	400	\$ 120.00
Large B&W Plots	\$	1.00 sq ft	0	\$ -
Large Color Plots	\$	1.00 sq ft	0	\$ -
Binding Spiral	\$	1.00 each	0	\$ -
Binding 3-Ring	\$	1.00 each	0	\$ -
Report Pockets	\$	1.00 each	0	\$ -
DVDs	\$	1.00 each	0	\$ -
Thumb Drives (256 GB)	\$	1.00 each	0	\$ -
Misc. Special Printing/Supplies/Delivery	\$	1.00 each	0	\$ -
				\$ -
Hotel	\$	100.00 night	0	\$ -
Per Diem/Incidentals	\$	49.00 day	0	\$ -
Mileage	\$	0.45 mile	0	\$ -
Rental Vehicle (SUV/Truck)	\$	1.00 day	0	\$ -
Rental Vehicle Gas (assume \$3/gal)	\$	3.00 gal	0	\$ -
Direct and Outside Expenses				\$ 300.00

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Brawley Wash Watershed Plan-EA

Subconsultant: Wilder Landscape Architects, Inc.

Role: Landscape Restoration

Date: 12-Jan-21

Brawley Wash Watershed Plan - Environmental Assessment

January 12, 2021

FEE PROPOSAL			
Wilder Landscape Architects (Wilder)			
DIRECT LABOR			
Labor Classification	Man Hours	Hourly Rates	Labor Cost
Principal	57	\$ 50.00	\$ 2,850.00
Project Manager	341	\$ 36.00	\$ 12,276.00
Project Designer	124	\$ 29.00	\$ 3,596.00

522.0

Consultant's Subtotal Direct Labor	\$	18,722.00
Consultant's Overhead @ 130.00% of Direct Labor	\$	24,338.60
Consultant's Profit @ 8.0% of Direct Labor plus Overhead	\$	3,444.85
Consultant's Total Direct Labor	\$	46,505.45

Brawley Wash Watershed Plan - Environmental Assessment

January 12, 2021

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Wilder Landscape Architects (Wilder)					
Task	TASK DESCRIPTION	Principal	Project Manager	Project Designer	Wilder Total
1.0	IDENTIFY PROBLEMS, DETERMINE OBJECTIVES INVENTORY RESOURCES AND ANALYSES	32	199	110	341
1	Identify Problems, Opportunities and Concerns		12	8	20
2	Public Involvement				0
	Draft Public Involvement Outline				0
	Prepare Response to Review Comments				0
	Draft Final Public Involvement Outline				0
	Twelve Undefined Informational Meetings (1.5hr each)	4	14	20	38
	Fact Sheet				0
	Public Meeting No. 1	4	7	10	21
	Public Meeting No. 2				0
3	Data Collection/Literature Review - District and NRCS				0
	Draft Data Collection Memorandum				0
	Prepare Response to Review Comments				0
	Final Data Collection Memorandum				0
	Identification of Data Gaps				0
4	Field Reconnaissance of Watershed				0
	District Facilitated Site Visits (3) 1-day each		30		30
	Consultant site visits (6) 1/2 day each		24		24
5	Determine Objectives		4		4
6	Inventory of Resources of Concern				0
	Listing of Data Sources				0
	Collection of Data for Resources of Concern				0
	Air quality				0
	Ecological critical areas	2	4		6
	Identify floodplains, flooding issues, drainage complaints, documented sedimentation and erosion issues and documented historic flood data				0
	Croplands: Prime, Unique and Highly erodible (these are assumed to be provided by NRCS in the form of shapefiles)				0
	Invasive species	4	14	8	26
	Land use and crop inventory data	4	12	8	24
	Migratory birds				0
	Natural areas, parklands, scenic areas, riparian areas	4	12	8	24
	Range health data (to be provided by local resources - farmers, ranchers, NRCS, etc.)				0
	Soils inventory data (NRCS soils mapping)				0
	Threatened and endangered species, upland wildlife species				0
	Water bodies, lakes and streams				0
	Water quality and quantity data (surface and groundwater)				0
	Locate and identify wetlands and identify wetland wildlife species				0
	Social/Population demographics				0
	Identify effects to public health and safety				0
	Identify effects to homes, businesses, and agricultural operations				0
	Identify visual concerns	4	18	8	30
	Collect economic data				0
	Identify non-NEPA laws related to project area				0
	Identify approved regional water resource plans in project area (groundwater recharge facilities)				0
	Consultation with SHPO, State Archeologist, Tribes				0
	Conduct cultural resources surveys of project area - Phase I survey				0
	Collect available topographic mapping				0
	Collect and review available geologic, seismic, subsidence information				0
	Special Environmental Concerns				0
	Infrastructure and Land Ownerships				0
7	Analyze Resource Data				0
	Conduct Resource Analyses	6	40	18	64
	Field Office Technical Guides (FOTG)				0
	Prepare Maps (GIS, exhibits)		8	22	30
	Review flooding, erosion, sedimentation causes				0
	Resource Causes and Conditions				0
	Endangered species act resources evaluation				0
	Document Analyses/Draft EA Affected Environment				0
	Statement of Objectives				0
	Determine Level of EE - EA or EIS				0
2.0	FORMULATE AND EVALUATE ALTERNATIVES/RECOMMENDED PLAN AND WRITE PLAN/EA	25	119	14	158
1	Formulate Alternatives and Workshops				0
	Prepare Toolbox for Developing Alternatives				0
	Prepare Initial List of Alternatives - description	4	12	4	20
	Prepare short description/exhibit of Initial List				0

	Alternatives Workshop - Prepare and Conduct		14	4	18
	Revised Initial List of Alternatives - description/exhibit/costs		12	4	16
	Develop Alternative Ranking and Screening Approach/Method				0
	Feasibility Workshop - Prepare and Conduct		8	2	10
	Preliminary Draft Alternatives Memorandum		4		4
	Prepare Response to Review Comments		4		4
	Final Alternatives Memorandum		4		4
2	Evaluate Alternatives				0
	Economic analysis of alternatives studied in detail				0
	Hydraulics analyses of Alternatives studied in detail				0
	Environmental consequences of recommended actions	4	6		10
	Effects on human environment of recommended actions				0
	Compare Alternatives to FWOI				0
	Determining if any actions create any precedents				0
	Identification of risk and uncertainty of effects				0
	Identification of major environmental conflicts resolved	4	6		10
	Identification of adverse environmental effects that cannot be avoided	4	6		10
	Determine potential for effect controversy				0
	Conflicts between Federal, State, Local and Tribal: Policies, laws and objectives				0
3	MAKE DECISIONS				0
	Alternative Selection Workshop (1/2 day) prepare and conduct		12		12
	Draft Alternatives Selection Memorandum				0
	Prepare Response to Review Comments/Comment Resolution Mtg		1		1
	Final Alternatives Selection Memorandum				0
A	Prep and Submit Draft Prelim Plan EA Report for District/NRCS AZ Review (1st submittal)	2	10		12
	Prepare Response to Review Comments/Comment Resolution Mtg		1		1
	Prep and Submit Draft Prelim Plan EA Report for District/NRCS AZ Review (2nd submittal)	2	4		6
	Prepare Response to Review Comments/Comment Resolution Mtg-Revise Report		1		1
B	Prep and Submit Preliminary EA Report to District/NRCS NWMC (1st submittal)	1	2		3
	Prepare Response to Review Comments/Comment Resolution Mtg		1		1
	Prep and Submit Prelim Plan EA Report to District/NRCS AZ (2nd submittal)	1	2		3
C	Prep and Submit Draft Report EA to District/NRCS HQ (1st submittal)	1	2		3
	Prepare Response to Review Comments/Comment Resolution Mtg		1		1
D	Prep and Submit Draft Report EA to District/Public/Agency)	1	2		3
	Prepare Response to Review Comments/Comment Resolution Mtg		1		1
E	Prep and Submit Draft Report EA to District/NRCS HQ (1st submittal)	1	2		3
	Prepare Response to Review Comments/Comment Resolution Mtg		1		1
F	Prep and Submit Draft Report EA to District/NRCS)				0
3.0	STAKEHOLDER INVOLVEMENT	0	0	0	0
4.0	PROJECT ADMINISTRATION	0	23	0	23
	Progress Reports and Invoicing		6		6
	Project Schedule				0
	Meetings				0
	Project Kick Off Meeting (conduct and prep)		3		3
	Monthly Meetings (18 total conduct and prep)		14		14
	Draft QAQC Plan				0
	Prepare Response to Review Comments/Comment Resolution Mtg				0
	Final QAQC Plan				0
	Total Hours without Optionals	57	341	124	522
	Sub Totals	\$ 50.00	\$ 36.00	\$ 29.00	
	Direct Labor Subtotal	\$ 2,850.00	\$ 12,276.00	\$ 3,596.00	\$ 18,722.00
	Overhead	\$ 3,705.00	\$ 15,958.80	\$ 4,674.80	\$ 24,338.60
	Profit	\$ 524.40	\$ 2,258.78	\$ 661.66	\$ 3,444.85
	Total Labor	\$ 7,079.40	\$ 30,493.58	\$ 8,932.46	\$ 46,505.45
	Direct Expenses				\$ 58.80
	Total Wilder Costs	\$ 7,079.40	\$ 30,493.58	\$ 8,932.46	\$ 46,564.25

Brawley Wash Watershed Plan - Environmental Assessment

January 12, 2021

Wilder Landscape Architects (Wilder)				
	Unit Price		Quantity	Amount
B&W Copies 8 1/2 x 11	\$	0.10 each	48	\$ 4.80
Color Copies 8 1/2 x 11	\$	0.75 each	24	\$ 18.00
B&W Copies 11 x 17	\$	0.20 each	0	\$ -
Color Copies 11 x 17	\$	1.50 each	24	\$ 36.00
Large B&W Plots	\$	1.00 sq ft	0	\$ -
Large Color Plots	\$	1.00 sq ft	0	\$ -
Binding Spiral	\$	1.00 each	0	\$ -
Binding 3-Ring	\$	1.00 each	0	\$ -
Report Pockets	\$	1.00 each	0	\$ -
DVDs	\$	1.00 each	0	\$ -
Thumb Drives (256 GB)	\$	1.00 each	0	\$ -
Misc. Special Printing/Supplies/Delivery	\$	1.00 each	0	\$ -
				\$ -
Hotel	\$	100.00 night	0	\$ -
Per Diem/Incidentals	\$	49.00 day	0	\$ -
Mileage	\$	0.45 mile	0	\$ -
Rental Vehicle (SUV/Truck)	\$	1.00 day	0	\$ -
Rental Vehicle Gas (assume \$3/gal)	\$	3.00 gal	0	\$ -
Direct and Outside Expenses				\$ 58.80

Brawley Wash Watershed Plan-EA

Subconsultant: QuietCreek: Robert Davis

Role: Existing Conditions Inventory

Date: 8-Jan-21

Brawley Wash Watershed Plan - Environmental Assessment

January 8 2021

FEE PROPOSAL			
QuiteCreek Robert Davis			
DIRECT LABOR			
Labor Classification	Man Hours	Billing Rates	Labor Cost
GIS - Specialist	117	\$ 125.00	\$ 14,575.00

116.6

Consultant's Subtotal Direct Labor	\$	14,575.00
Consultant's Overhead @ 0.00% of Direct Labor	\$	-
Consultant's Profit @ 0.0% of Direct Labor plus Overhead		
Consultant's Total Direct Labor	\$	14,575.00

Brawley Wash Watershed Plan - Environmental Assessment

January 8 2021

QuiteCreek Robert Davis			
Task	TASK DESCRIPTION	GIS Specialist	QuietCreek Total
1.0	IDENTIFY PROBLEMS, DETERMINE OBJECTIVES INVENTORY RESOURCES AND ANALYSES	111	111
1	Identify Problems, Opportunities and Concerns		
3	Data Collection/Literature Review - District and NRCS		0
	Review Data provided by District and NRCS/others		0
			0
			0
	Identification of Data Gaps		0
4	Field Reconnaissance of Watershed		0
	District Facilitated Site Visits (3) 1-day each	24	24
	Consultant site visits (6) 1/2 day each	12	12
5			0
6	Inventory of Resources of Concern		0
	Listing of Data Sources		0
	Collection of Data for Resources of Concern	6	6
			0
			0
	Identify floodplains, flooding issues, drainage complaints, documented sedimentation and erosion issues and documented historic flood data		0
7	Analyze Resource Data		0
			0
			0
	Prepare Maps (GIS, exhibits)	7	7
	Review flooding, erosion, sedimentation causes	51.6	51.6
	Resource Causes and Conditions		0
	Endangered species act resources evaluation		0
	Document Analyses/Draft EA Affected Environment	10	10
			0
			0
4.0	PROJECT ADMINISTRATION	6	6
			0
			0
	Meetings		0
	Project Kick Off Meeting (conduct and prep)	2	2
	Monthly Meetings (18 total conduct and prep)	4	4
			0
			0
			0
	Total Hours without Optionals	117	117
	Bill Rates	\$ 125.00	
	Direct Labor Subtotal	\$ 14,575.00	\$ 14,575.00
	Total Labor	\$ 14,575.00	\$ 14,575.00
	Direct Expenses		\$ 400.00
	Total QuietCreek Costs	\$ 14,575.00	\$ 14,975.00

Brawley Wash Watershed Plan - Environmental Assessment

January 8 2021

QuiteCreek Robert Davis			
	Unit Price	Quantity	Amount
B&W Copies 8 1/2 x 11	\$ 1.00 each		\$ -
Color Copies 8 1/2 x 11	\$ 1.00 each		\$ -
B&W Copies 11 x 17	\$ 1.00 each		\$ -
Color Copies 11 x 17	\$ 1.00 each		\$ -
Large B&W Plots	\$ 1.00 sq ft		\$ -
Large Color Plots	\$ 1.00 sq ft		\$ -
Binding Spiral	\$ 1.00 each		\$ -
Binding 3-Ring	\$ 1.00 each		\$ -
Report Pockets	\$ 1.00 each		\$ -
DVDs	\$ 1.00 each		\$ -
Thumb Drives (256 GB)	\$ 1.00 each		\$ -
Misc. Special Printing/Supplies/Delivery	\$ 100.00 each	4	\$ 400.00
			\$ -
Hotel	\$ 100.00 night		\$ -
Per Diem/Incidentals	\$ 49.00 day		\$ -
Mileage	\$ 0.45 mile		\$ -
Rental Vehicle (SUV/Truck)	\$ 1.00 day		\$ -
Rental Vehicle Gas (assume \$3/gal)	\$ 3.00 gal		\$ -
Direct and Outside Expenses			\$ 400.00

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Brawley Wash Watershed Plan-EA

Subconsultant: Gordley Group

Role: Public Involvement

Date: December 24, 2020

December 20, 2020

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Consultant's Overhead @ 0.00% of Direct Labor Not applicable

Consultant's Total Direct Labor	\$	49,880.00
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Brawley Wash Watershed Plan - Environmental Assessment
December 20, 2020

Gordley							
Task	TASK DESCRIPTION	PI Project Manager	Designer	PI Specialist	PI Coordinator	Admin	Gordley Total
1.0	IDENTIFY PROBLEMS, DETERMINE OBJECTIVES INVENTORY RESOURCES AND ANALYSES	154	40	0	94	31	321
1	Identify Problems, Opportunities and Concerns						
2	Public Involvement						0
	Draft Public Involvement Outline	10			6	3	19
	Prepare Response to Review Comments	0	0	0	0	0	0
	Update and Draft Final Public Involvement Outline	4			4	2	10
	Twelve Undefined Informational Meetings (1.5 hr each)	42			14	4	60
	Fact Sheet, Webpage Content and Project Updates	26	20	0	16	12	74
	Social Pinpoint online comment tool	6	3		12	2	23
	Public Meeting No. 1	26	10	0	24	4	64
	Public Meeting No. 2	18	7	0	18	4	47
3	Data Collection/Literature Review - District and NRCS						0
	Draft Data Collection Memorandum						0
	Prepare Response to Review Comments						0
	Final Data Collection Memorandum						0
	Identification of Data Gaps						0
4	Field Reconnaissance of Watershed						0
	District Facilitated Site Visits (3) 1-day each	24					24
	Consultant site visits (6) 1/2 day each						0
5	Determine Objectives						0
6	Inventory of Resources of Concern						0
	Listing of Data Sources						0
	Collection of Data for Resources of Concern						0
	Air quality						0
	Ecological critical areas						0
	Identify floodplains, flooding issues, drainage complaints, documented sedimentation and erosion issues and documented historic flood data						0
	Croplands: Prime, Unique and Highly erodible (these are assumed to be provided by NRCS in the form of shapefiles)						0
	Invasive species						0
	Land use and crop inventory data						0
	Migratory birds						0
	Natural areas, parklands, scenic areas, riparian areas						0
	Range health data (to be provided by local resources - farmers, ranchers, NRCS, etc.)						0
	Soils inventory data (NRCS soils mapping)						0
	Threatened and endangered species, upland wildlife species						0
	Water bodies, lakes and streams						0
	Water quality and quantity data (surface and groundwater)						0
	Locate and identify wetlands and identify wetland wildlife species						0
	Social/Population demographics						0
	Identify effects to public health and safety						0
	Identify effects to homes, businesses, and agricultural operations						0
	Identify visual concerns						0
	Collect economic data						0
	Identify non-NEPA laws related to project area						0
	Identify approved regional water resource plans in project area (groundwater recharge facilities)						0
	Consultation with SHPO, State Archeologist, Tribes						0
	Conduct cultural resources surveys of project area - Phase I survey						0
	Collect available topographic mapping						0
	Collect and review available geologic, seismic, subsidence information						0
	Special Environmental Concerns						0
	Infrastructure and Land Ownerships						0
7	Analyze Resource Data						0
	Conduct Resource Analysis						0
	Field Office Technical Guides (FOTG)						0
	Prepare Maps (GIS, exhibits)						0
	Review flooding, erosion, sedimentation causes						0
	Resource Causes and Conditions						0
	Endangered species act resources evaluation						0
	Document Analysis/Draft EA Affected Environment						0
	Statement of Objectives						0
	Determine Level of EE - EA or EIS						0
2.0	FORMULATE AND EVALUATE ALTERNATIVES/RECOMMENDED PLAN AND WRITE PLAN/EA	0	0	0	0	0	0
1	Formulate Alternatives and Workshops						0
	Prepare Toolbox for Developing Alternatives						0
	Prepare Initial List of Alternatives - description						0
	Prepare short description/exhibit of Initial List						0
	Alternatives Workshop - Prepare and Conduct						0
	Revised Initial List of Alternatives - description/exhibit/costs						0
	Develop Alternative Ranking and Screening Approach/Method						0
	Feasibility Workshop - Prepare and Conduct						0
	Preliminary Draft Alternatives Memorandum						0

	Prepare Response to Review Comments						0
	Final Alternatives Memorandum						0
2	Evaluate Alternatives						0
	Economic analysis of alternatives studied in detail						0
	Hydraulics analyses of Alternatives studied in detail						0
	Environmental consequences of recommended actions						0
	Effects on human environment of recommended actions						0
	Compare Alternatives to FWOI						0
	Determining if any actions create any precedents						0
	Identification of risk and uncertainty of effects						0
	Identification of major environmental conflicts resolved						0
	Identification of adverse environmental effects that cannot be avoided						0
	Determine potential for effect controversy						0
	Conflicts between Federal, State, Local and Tribal Policies, laws and objectives						0
3	MAKE DECISIONS						0
	Alternative Selection Workshop (1/2 day) prepare and conduct						0
	Draft Alternatives Selection Memorandum						0
	Prepare Response to Review Comments/Comment Resolution Mtg						0
	Final Alternatives Selection Memorandum						0
A	Prep and Submit Draft Final Plan-EA Report for District/NRCS AZ Review (1st submittal)						0
	Prepare Response to Review Comments/Comment Resolution Mtg						0
	Prep and Submit Draft Final Plan-EA Report for District/NRCS AZ Review (2nd submittal)						0
	Prepare Response to Review Comments/Comment Resolution Mtg-Revise Report						0
B	Prep and Submit Final Plan-EA Report to District/NRCS NWMC (1st submittal)						0
	Prepare Response to Review Comments/Comment Resolution Mtg						0
	Prep and Submit Final Plan-EA Report to District/NRCS AZ (2nd submittal)						0
C	Prep and Submit Draft Final EA to District/NRCS HQ (1st submittal)						0
	Prepare Response to Review Comments/Comment Resolution Mtg						0
D	Prep and Submit Draft Final EA to District/Public/Agency						0
	Prepare Response to Review Comments/Comment Resolution Mtg						0
E	Prep and Submit Draft Final EA to District/NRCS HQ (1st submittal)						0
	Prepare Response to Review Comments/Comment Resolution Mtg						0
F	Prep and Submit Final EA to District/NRCS						0
3.0	STAKEHOLDER INVOLVEMENT	0	0	0	0	0	0
	Pima County Departments						0
	Tucson Water						0
	Town of Marana						0
	Altar Valley Conservation Alliance						0
	Arizona State Land Department						0
	Pima Natural Resources Conservation District						0
	Arizona Fish and Game						0
	Central Arizona Project						0
	Coalition for Sonoran Desert Protection						0
	Community Water Coalition						0
	Pima Association of Governments						0
	Sonoran Institute						0
	Tucson Audubon						0
	Tohono O'odham Nation						0
	BKW Farms						0
	Boa Sorte						0
	Avra Valley Wildlife Connectivity Working Group						0
4.0	PROJECT ADMINISTRATION	44	0	0	27	9	80
	Progress Reports and Invoicing	18			12	9	39
	Project Schedule						0
	Meetings						0
	Project Kick Off Meeting (conduct and prep)	4			4		8
	Monthly Meetings (18 total conduct and prep)	22			11		33
	Draft QA/QC Plan						0
	Prepare Response to Review Comments/Comment Resolution Mtg						0
	Final QA/QC Plan						0
	Total Hours without Optionals	200	40	0	121	40	401
	B = Rate	\$ 165.00	\$ 130.00	\$ 110.00	\$ 80.00	\$ 50.00	
	Direct Labor Subtotal	\$ 33,000.00	\$ 5,200.00	\$ -	\$ 9,680.00	\$ 2,000.00	\$ 49,880.00
	Overhead/Profit						\$ -
	Profit						\$ -
	Total Labor	\$ 33,000.00	\$ 5,200.00	\$ -	\$ 9,680.00	\$ 2,000.00	\$ 49,880.00
	Direct Expenses						\$ 4,552.60
	Total Stantec Costs	\$ 33,000.00	\$ 5,200.00	\$ -	\$ 9,680.00	\$ 2,000.00	\$ 54,432.60

Brawley Wash Watershed Plan - Environmental Assessment

December 20, 2020

Gordley				
	Unit Price		Quantity	Amount
B&W Copies	\$ 0.05	each	1500	\$ 75.00
Color Copies	\$ 0.50	each	1000	\$ 500.00
Daily Star Newspaper Ad (6 col. x 6")	\$ 1,188.00	each	2	\$ 2,376.00
Desert Times Newspaper Ad (3/4 page)	\$ 376.00	each	2	\$ 752.00
Tohono O'odham (half page)	\$ 424.80	sq ft	2	\$ 849.60
Large Color Plots	\$ 1.00	sq ft	0	\$ -
Binding Spiral	\$ 1.00	each	0	\$ -
Binding 3-Ring	\$ 1.00	each	0	\$ -
Report Pockets	\$ 1.00	each	0	\$ -
DVDs	\$ 1.00	each	0	\$ -
Thumb Drives (256 GB)	\$ 1.00	each	0	\$ -
Misc. Special Printing/Supplies/Delivery	\$ 1.00	each	0	\$ -
				\$ -
Hotel	\$ 100.00	nighl	0	\$ -
Per Diem/Incidentals	\$ 49.00	day	0	\$ -
Mileage	\$ 0.45	mile	0	\$ -
Rental Vehicle (SUV/Truck)	\$ 1.00	day	0	\$ -
Rental Vehicle Gas (assume \$3/gal)	\$ 3.00	gal	0	\$ -
Direct and Outside Expenses				\$ 4,552.60

EXHIBIT "C" – FEDERAL PROVISIONS (3 pages)

ARTICLE 1 – DEBARRED OR SUSPENDED SUBCONSULTANTS

CONSULTANT shall not subcontract, and shall ensure that no subcontracts are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, that is listed in the System for Award Management (SAM), at <https://www.sam.gov> with an active exclusion. This provision shall be included in all subcontracts and all subconsultants will be required to include this provision in their subcontracts at every tier. CONSULTANT shall immediately notify DISTRICT if any subconsultant is suspended or debarred after award of the subcontract.

ARTICLE 2 – SMALL DISADVANTAGED BUSINESS ENTERPRISES AND WOMEN-OWNED BUSINESSES

If performance of this Contract will require subcontracting, then:

1. CONSULTANT will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
 - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - (v) Using the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the County's Minority, Small and Women-Owned Business Program.

ARTICLE 3 – ACCESS TO RECORDS AND RECORDS RETENTION

1. **Records to be Kept.** Records shall be maintained in accordance with requirements prescribed by the granting agency, the state agency, or DISTRICT with respect to all matters covered by this contract. Except as otherwise authorized, such records shall be maintained for a period of five (5) years after receipt of the final payment under this contract. In the event of a conflict between or among the requirements of the DISTRICT, state agency or granting agency, the most stringent will govern.
2. **Documentation of Costs.** All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents. All documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.
3. **Inspection of Records.** At any time during normal business hours and as often as DISTRICT, the granting agency, the state agency, and/or the Comptroller General of the United States may deem necessary, the Consultant shall make available to DISTRICT, the granting agency or state agency and/or representatives of the Comptroller General for examination all of its records, with respect to all matters covered by this contract, and will permit them to audit, examine and make excerpts or transcripts from such records including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this contract.

ARTICLE 4 – CLEAN AIR AND CLEAN WATER COMPLIANCE

If this Contract exceeds \$100,000, then:

In compliance with Section 306 of the Clean Air Act, as amended, (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended, (33 U.S.C. 1368), Executive Order 11738, and the Regulations (40 CFR, part 15) of the Environmental Protection Agency with respect thereto, CONSULTANT agrees, with regard to this Contract and all subcontracts exceeding \$100,000, that:

1. Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.

2. They will comply with all requirements of Section 306 of the Clean Air Act, as amended, and Section 508 of the Clean Water Act, as amended, and all regulations and guidelines issued thereunder.
3. They will promptly notify DISTRICT of any notification received from the EPA Office of Federal Activities, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. They will include the provisions of paragraph 1 through 4 of this subpart in every nonexempt subcontract, and take such action as the DISTRICT, State or Federal Government may direct as a means of enforcing such provisions.

ARTICLE 5 - COPYRIGHT

The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

1. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
2. Any rights of copyright to which a grantee, subgrantee or a Consultant purchases ownership with grant support.

ARTICLE 6 – PROHIBITION AGAINST LOBBYING

CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Consultant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements.
4. This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from \$10,000 up to \$100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

ARTICLE 7 – EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

ARTICLE 8 – COPELAND ACT REQUIREMENTS

CONSULTANT shall comply the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3), which are hereby incorporated by reference in this Contract.

ARTICLE 9 – RIGHTS IN DATA AND PATENT RIGHTS (OWNERSHIP AND PROPRIETARY INTEREST)

DISTRICT shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Consultant pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

ARTICLE 10 – DAVIS BACON WAGE RATES

The Davis-Bacon wage rates are not applicable to this program. However, if you use grant funds in conjunction with other federal programs, Davis-Bacon requirements may apply to the extent required under the other federal programs.

END OF EXHIBIT "C"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2021

1/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED 1415077 STANTEC CONSULTING SERVICES INC. 370 INTERLOCKEN BOULEVARD, SUITE 300 BROOMFIELD CO 80021-8012	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Berkshire Hathaway Specialty Insurance Company	22276
	INSURER B: Travelers Property Casualty Co of America	25674
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 17324572**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	47-GLO-307584	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B B B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	TC2J-CAP-8E086819 (AOS) TJ-BAP-8E086820 TC2J-CAP-8E087017 (NJ)	5/1/2020 5/1/2020 5/1/2020	5/1/2021 5/1/2021 5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	47-UMO-307585	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	UB-3P635310 (AOS) UB-3P533004 (MA, WI) EXCEPT FOR OHND WA WY	5/1/2020 5/1/2020	5/1/2021 5/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: STANTEC PROJECT #181301206. BRAWLEY WASH WATERSHED PLAN. THE PIMA COUNTY FLOOD CONTROL DISTRICT AND U.S. DEPARTMENT OF AGRICULTURE, THEIR DEPARTMENTS, DISTRICTS, BOARDS, COMMISSIONS, OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

17324572

PIMA COUNTY PROCUREMENT DEPARTMENT
DESIGN & CONSTRUCTION DIVISION
150 W CONGRESS ST. 5TH FL.
TUCSON AZ 85701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2021

1/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1414100 STANTEC CONSULTING SERVICES INC. 370 INTERLOCKEN BOULEVARD, SUITE 300 BROOMFIELD CO 80021-8012	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Berkshire Hathaway Specialty Insurance Company	NAIC # 22276
	INSURER B: AIG Specialty Insurance Company	26883
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 17324576 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	N	47-EPP-308810 NO RETROACTIVE DATE	10/1/2020	10/1/2021	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO8085428	10/1/2019	10/1/2021	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: STANTEC PROJECT #181301206. BRAWLEY WASH WATERSHED PLAN.

CERTIFICATE HOLDER

17324576
PIMA COUNTY PROCUREMENT DEPARTMENT
DESIGN & CONSTRUCTION DIVISION
150 W CONGRESS ST. 5TH FL.
TUCSON AZ 85701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: 47-GLO-307584

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY SUCH PERSON OR ORGANIZATION BUT ONLY TO THE EXTENT REQUIRED BY A WRITTEN CONTRACT EXECUTED PRIOR TO THE "OCCURANCE" FOR OFFENSE.	ALL LOCATIONS COVERED UNDER THIS POLICY, FOR LIABILITIES ARISING OUT OF OUR NAMED INSURED'S ACTIVITIES ONLY.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 47-GLO-307584

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY SUCH PERSON OR ORGANIZATION BUT ONLY TO THE EXTENT REQUIRED BY A WRITTEN CONTRACT EXECUTED PRIOR TO THE "OCCURANCE" FOR OFFENSE.	ANY LOCATION OR PROJECT WHERE YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT , EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ENDORSEMENT

This endorsement, effective 12:01 AM: **5/1/2020**

Forms a part of Policy No.: **47-GLO-307584**

Issued to: **SEE ATTACHED CERTIFICATE**

By: **Berkshire Hathaway Insurance Company**

PRIMARY NONCONTRIBUTORY – OTHER INSURANCE PROVISION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
COMMERCIAL RETAINED LIMIT LIABILITY POLICY
FOLLOW FORM EXCESS LIABILITY POLICY
PRODUCTS/COMPLETED OPERATIONS LIABILITY POLICY**

The following Condition is added to the policy:

Primary Noncontributory – Other Insurance

The insurance provided by this policy is primary, and will not seek contribution from any insurance available to an additional insured under this policy, provided that:

- (a) The additional insured is a named insured under such other insurance; and
- (a) Prior to an "occurrence" you agreed, in a fully executed written contract or agreement, that this insurance would be primary and would not seek contribution from any insurance available to that additional insured.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: TC2J-CAP-8E086819 (AOS); TJ-BAP-8E086820 TC2J-CAP-8E087017
(NJ)

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULED PERSONS OR ORGANIZATIONS

Where required by written contract.

PROVISIONS

A. The following is added to Paragraph c. in **A. 1., Who Is An Insured**, of **SECTION II-LIABILITY COVERAGE**:

Any person or organization shown above who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. The following is added to Paragraph **5., Other Insurance**, in **B. General Conditions of SECTION IV - BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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BERKSHIRE HATHAWAY SPECIALTY INSURANCE

ENDORSEMENT

This endorsement, effective 12:01 AM: **05/01/2020**

Forms a part of Policy No.: **47-GLO-307584**

Issued to: **SEE ATTACHED CERTIFICATE**

By: **Berkshire Hathaway Specialty Insurance Company**

**WAIVER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
COMMERCIAL RETAINED LIMIT LIABILITY POLICY
PRODUCTS/COMPLETED OPERATIONS LIABILITY POLICY**

SCHEDULE

Name Of Person Or Organization:

Any person or organization that requires you to waive your rights of recovery, in a written and executed contract or agreement with you that is executed prior to the "occurrence" or "offense".

The following Condition is added to the policy:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written and executed contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above. The **Transfer of Rights of Recovery** condition in the policy is deleted to the extent of the waiver provided in this endorsement for the person or organization shown in the Schedule above. All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: TC2J-CAP-8E086819 (AOS); TJ-BAP-8E086820; TC2J-CAP-8E087017 (NJ)

COMMERCIAL AUTO

CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured: STANTEC CONSULTING SERVICES INC.

Endorsement Effective Date: 5/1/2020

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or "loss" under a contract with that person or organization.

CA 04 44 03 10

**WORKERS COMPENSATION AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00)

POLICY NUMBER: UB-3P635310 (AOS); UB-3P533004 (MA, WI)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON OR ORGANIZATION

WHERE REQUIRED BY WRITTEN CONTRACT