

COUNCIL DECISION REQUEST

SUBJECT: C. C. Cragin Reservoir Pipeline and Water Treatment Plant Site Environmental Assessment

MEETING DATE: 03-17-07

CSP ITEM: Yes No KRA#

ITEM NO.:

TENTATIVE SCHEDULE:

SUBMITTED BY: Mike Plough, Water Department
And LaRon G. Garrett, Public Works

AMOUNT BUDGETED: \$ 175,000

SUBMITTAL TO AGENDA
APPROVED BY TOWN MANAGER

EXPENDITURE REQUIRED: \$ 172,500

CONT. FUNDING REQUIRED: \$ 0

EXHIBITS (If Applicable, To Be Attached): Standard Contract, Scope of Services, Fee and Letter from SWCA

POSSIBLE MOTION

I move to approve C. C. Cragin Reservoir Pipeline and Water Treatment Plant Site Environmental Assessment contract with SWCA Environmental Consultants for a fee not to exceed the amount \$172,500.00 and authorize the Mayor to sign all necessary Contract Documents.

SUMMARY OF THE BASIS FOR POSSIBLE MOTION:

One of the initial steps in getting approval to transport C. C. Cragin reservoir water from the Washington Park Generating Site to Payson is the completion of an Environmental Assessment. Previously the Town Council granted approval to staff to negotiate a Scope of Services and Professional Fee with SWCA Environmental Consultants for this service. Those negotiations are now complete and we are ready to proceed with this study.

SWCA Environmental Consultants (SWCA) will prepare an Environmental Assessment (EA) for the proposed Payson pipeline on 182 acres (15-mile pipeline with a right-of-way width of 100 feet) and use of the water treatment plant site (5 acres) on U.S. Forest Service land within the Payson Town Limits. This study will be completed for the Town in accordance with Forest Service National Environmental Policy Act (NEPA) requirements. A complete list of the required tasks is included in the attached Scope of Services.

Attached also is a copy of our standard engineering contract and SWCA's proposed Scope of Services. This contract will be performed on an hourly rate basis with a "Not To Exceed" fee of \$172,500. The scope includes items that may or may not need to be completed. Once the initial study is underway we will be able to determine if all items listed in the Scope of Services are required.

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COUNCIL DECISION REQUEST

Staff recommends approval of this Scope of Services and Contract.

PROS: This is the first step in transporting C. C. Cragin Reservoir Water to Payson.

CONS: None

PUBLIC INPUT (if any): None

BOARD/COMMITTEE/COMMISSION ACTIONS/RECOMMENDATIONS (if any) (give dates and attach minutes): None



Sound Science. Creative Solutions.

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March 6, 2007

LaRon Garrett
Town of Payson
303A N. Beeline Highway
Payson, AZ 85541

**Re: Proposal for the Cragin Reservoir Pipeline and Water Treatment Plant Site
Environmental Assessment in Gila County, Arizona**

Dear Mr. Garrett:

SWCA Environmental Consultants (SWCA) is pleased to provide you with our scope of work and cost estimate for environmental services for the proposed pipeline in Gila County, Arizona. It is our understanding that this project will require an Environmental Assessment (EA) from the U.S. Forest Service (Tonto National Forest, Payson Ranger District), in order to allow an easement for construction of a water delivery pipeline to a water treatment plant site on Forest Service lands. Based on our previous discussion of this project, we are including in this proposal all tasks that are reasonably foreseeable to complete federal permitting requirements. In addition to the EA and associated tasks (i.e., public meetings, administrative record) we are also including costs for: 1) all biological reports required by the Forest Service, including a Biological Assessment & Evaluation (BA&E), Wildlife Specialist Report, Management Indicator Species Report, and Migratory Bird Treaty Act form; 2) cultural resources survey (subcontracted to Northland Research); 3) Clean Water Act Section 404 Permitting of pipeline crossings of the East Verde River; and 4) an estimate of additional costs associated with species-specific biological surveys (i.e., Mexican Spotted Owl, Chiricahua Leopard Frog).

We recognize that proposing to conduct Section 404 permitting and species-specific surveys is premature, as we don't yet know the project impacts. However, we are including these tasks in order to give you the most complete picture we can of the level of effort, time, and resources this project will involve.



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The cost to complete these tasks, as described in the attached scope of work, is a time and materials, not-to-exceed total of **\$172,250**. This cost estimate includes the Section 404 permitting (\$19,000), and the species-specific surveys (estimated at \$25,000) which may or may not be necessary depending on the outcome of the Biological Evaluation.

Thank you for providing us with the opportunity to work with you. Please contact myself or Ken Houser at (602) 274- 3831 if you have any questions regarding this proposal.

Sincerely,

A handwritten signature in black ink that reads "Kenneth J. Houser". The signature is written in a cursive style and is located below the "Sincerely," text.

On Behalf of:
Chris Garrett
Professional Hydrologist-Groundwater (P.HGW.)
Water Resources Program Director

Attachment

**AGREEMENT
BETWEEN SWCA ENVIRONMENTAL CONSULTANTS.
AND THE TOWN OF PAYSON
FOR PROFESSIONAL SERVICES IN CONNECTION WITH
THE C. C. CRAGIN RESERVOIR PIPELINE AND WATER TREATMENT PLANT SITE
ENVIRONMENTAL ASSESSMENT**

THIS AGREEMENT entered into this ___ day of _____, 2007 by and between SWCA Environmental Consultants, 2120 N. Central Avenue, Ste. 130, Phoenix, AZ 85004 (hereinafter referred to as the "Engineers and Architects" or "E/A") and the Town of Payson, a municipal corporation, located at 303 North Beeline Highway, Payson, Arizona 85541 (hereinafter referred to as "Client").

RECITALS

- A. Client desires to engage E/A to provide professional services; and
- B. Client finds that the proposed Scope of Services and terms of this Agreement are acceptable; and
- C. E/A desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth.

NOW, THEREFORE, based upon the mutual promises, covenants and conditions herein contained, the Parties do hereby agree as follows:

Section 1. Terms and Conditions

- A. Employment of the E/A. Client hereby engages E/A and E/A hereby agrees to perform the professional services as set forth herein.
- B. Scope of Services. E/A shall perform, in a proper and professional manner, the services set forth in the Scope of Services, marked Attachment "A", attached hereto, and by this reference incorporated herein as though set forth in full at this point. The work is generally described as:

Provide an Environmental Assessment for the C. C. Craigin Reservoir Pipeline and Water Treatment Plant Site.
- C. Time for Completion. The professional engineering report for the Biological Assessment and Evaluation for the Mud Springs Road Project as defined in Attachment "A", Scope of Services, shall be completed within 365 calendar days from date of execution of this contract.
- D. Extra Services. E/A shall provide extra services, not specifically called for in

Attachment "A", Scope of Services, upon request or authorization of the Client at a fee to be determined at the time of the request. However, it is the intent that the Scope of Services, with modifications by the E/A in the Special Provisions, if any, is complete and sufficient to accomplish the purposes of this Agreement.

E. Changes. If Client has requested modifications or changes in the extent of the Project, the time of performance of the services of E/A and the compensation therefor shall be adjusted appropriately and shall be incorporated in written amendments to this Agreement. Notwithstanding the foregoing, E/A shall perform no modification, changes or additional work, except as and until authorized in writing by Client to do so.

F. Fees. Client shall pay E/A, for the services set forth in Attachment "A", Scope of Services on an hourly rate as contained in Attachment "B" Hourly Rate Schedule for an "Not To Exceed" amount of One Hundred Seventy Two Thousand, Two Hundred Fifty Dollars and NO/100 (\$172,25000).

G. Payment. E/A will submit to Client monthly invoices based on a percentage of work completed along with all reimbursable expenses incurred. Client will be responsible for paying the invoice in full within thirty (30) days of receipt. If Client fails to make any payment due E/A for services performed as set forth in Attachment "A", Scope of Services, within thirty (30) days after receipt of E/A's bill therefor the amounts due E/A shall include a charge at the rate of 1.50% per month from said day; and in addition E/A may suspend services under this Agreement until it has been paid in full all amounts due it for services and expenses. E/A shall be entitled to actual costs for remobilizing on any work suspended for thirty (30) days or more on account of non-payment or a substantial portion of the fee within the time prescribed in this Agreement.

H. Reimbursables. Unless otherwise stated in Attachment "A", Scope of Services, charges for out-of-pocket expenses not directly furnished by E/A will be paid by Client at a rate of 1.10 times the cost of such expense, up to a maximum of Five Hundred Dollars, excluding subconsultants, in addition to the amount set forth in paragraph 2 (F) herein above. E/A shall not be entitled for payment for printing or copying that occurs during the normal course of work required to accomplish the Scope of Services, except as authorized by the Client. Printing, binding, copying and deliveries of inspection reports, field notes and record drawings for the Client shall not be considered reimbursable.

I. Ownership and Re-Use of Documents. All documents, including original drawings, estimates, specifications, field notes, inspection reports, testing results, record drawings and data are and shall be the property of the Client, and shall be provided to the Client upon request during the term of this Agreement, and without demand at the conclusion of this Agreement. Client will not reuse the documents for any other project unless E/A has given written authorization to do so.

J. Delays Beyond the Control of the E/A. It is agreed that events which are beyond the control of the E/A may occur which may delay the performance of the Scope of

Services of this Agreement. In the event that the performance of the Scope of Services by the E/A is delayed beyond its control, the E/A shall notify, in writing, the Client of such delay and the reason therefor, and Client shall extend the time of performance appropriately.

K. Liability of E/A. E/A shall be liable only for damage caused by negligence of it, its employees, sub-consultants or subcontractors. E/A shall notify Client of the engagement of any and all subcontractors or consultants, and client shall have sufficient and adequate opportunity to review the qualifications of such subcontractors or consultants, and shall have the right to approve or disapprove their engagement. Client requires subcontractors or consultants of the E/A shall provide appropriate certificates of insurance to the client prior to their performing of any work relating to this Agreement.

L. Problems. Any problems relating to the services provided herein are to be brought to the attention of E/A as soon as encountered and, if possible, before E/A incurs any obligations. E/A reserves the sole right to correct any errors it is responsible for, including, but not limited to, the selection of a subcontractor or sub-consultant and the negotiation of fees.

M. Indemnification. To the fullest extent permitted by law, the E/A shall defend, indemnify and hold harmless the Town of Payson, its agents, officers, officials and employees from and against all tortuous claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes or omissions of the E/A, its agents, employees, or any tier of E/A's sub-consultants in the performance of this Contract. E/A's duty to defend, hold harmless and indemnify the Town of Payson, its agents, officers, officials and employees shall arise in connection with any tortuous claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any E/A's negligent acts errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the E/A, any tier of E/A's subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the E/A may be legally liable.

The amount and type of insurance coverage requirements set forth in Paragraph N herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

N. Insurance. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the Town of Payson, constitute a material breach of this Contract.

The E/A's insurance shall be primary insurance as respects to the Town of Payson, and any insurance or self-insurance maintained by the Town of Payson shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Town of Payson.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Town of Payson, its agents, officers, officials and employees for any claims arising out of the E/A's negligent acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Town of Payson under such policies. The E/A shall be solely responsible for the deductible and/or self insured retention and the Town of Payson, at its option, may require the E/A to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the Town of Payson, its agents, officers, officials and employees as Additional Insureds.

Required Coverage

General Liability.	\$1,000,000 / occurrence;	\$2,000,000 aggregate.
Workers' Compensation.	\$100,000 / accident;	\$100,000 disease; \$500,000 disease limit
Professional Liability	\$1,000,000 per claim.	

Prior to commencing work or services under this Contract, E/A shall furnish the Town of Payson with Certificates of Insurance, or formal endorsements as required by the Contract, issued by E/A's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the Town of Payson fifteen (15) days prior to the expiration date.

O. Termination of Contract. This Agreement may be terminated by either Party at any time upon thirty (30) days prior written notice to the other Party. Upon such termination, Client shall pay E/A all monies owed under this Agreement for all work performed up to the effective date of termination. Unless sooner terminated, this Agreement shall terminate fourteen (14) calendar days after completion of construction. In the event of such cancellation, all work performed by E/A up to that time, including but not limited to

field information, studies and rough or final drafts of working papers, shall be delivered to the Client by E/A.

P. Publicity. No information relative to the Project shall be released by E/A for publication, advertising, or for any other purpose without the prior written approval of the Client.

Q. Supplementary Conditions. Supplementary Conditions, if any, shall apply to this Agreement, are set forth in Attachment "B", Supplementary Conditions which is attached hereto and incorporated herein by this reference as though set forth in full at this point.

R. Entire Agreement. This Agreement, with attachments, represents the entire understanding between Client and E/A in respect to the Project, all prior understanding and agreements are merged herein and this Agreement may only be modified by an instrument in writing executed with the same formalities as this instrument.

S. Successors and Assigns. Client and E/A each binds himself and his partners, successors, executors, administrators and assigns to the other party to this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither Client nor E/A shall assign, sublet or transfer its interest in this Agreement without the written consent of the other; however, E/A may employ others to assist him in carrying out its duties under this Agreement. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than Client and E/A.

T. Dispute Resolution. This Agreement shall be governed and construed in accordance with the internal laws of the State of Arizona. In particular, this Agreement is subject to the provisions of A.R.S. § 38-511, the terms of which are incorporated herein, and which provides for cancellation of contracts by the municipality for certain conflicts of interest. With the written consent of both Parties, any dispute, controversy, claim, or cause of action arising out of or related to this Agreement may, but in no event need, be settled by submission to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-1501, et seq. Judgment upon any award rendered by the arbitrator(s), if filed in Arizona Superior Court, shall be filed in the Superior Court of Gila County, Arizona; or any such dispute, controversy, claim, or cause of action may be litigated in the Superior Court of Gila County, Arizona. The venue for any such dispute shall be Gila County, Arizona, and both Parties consent in advance to such venue and jurisdiction and waive any right to object that Gila County is an inconvenient or improper forum based upon lack of venue. Neither Party shall be entitled to recover from the other party any of its attorneys' fees, costs, or expert witness fees incurred in any such dispute, controversy, claim, or cause of action, but each party shall bear its own attorneys' fees without contribution from the other party, whether the same is resolved through arbitration, litigation in a court, or otherwise.

WITNESS WHEREOF, E/A and Client have executed this Agreement on the day and year first above written.

Town of Payson
303 N. Beeline Highway
Payson, AZ 85541
Telephone: (520) 474-5242
FAX: (520) 474-7052

By: _____
Mayor

Attest _____
Town Clerk

SWCA Environmental Consultants
2120 N. Central Avenue, Ste. 130
Phoenix, AZ 85004
Telephone (602) 247-3831
FAX: (602) 274-3958

By: _____

Title: _____

APPROVAL AS TO FORM

The Town of Payson Legal Department has reviewed this contract and approved it as to form. When reviewing this contract for form, the Legal Department considers whether the following situations have been addressed:

- I. Identification of parties;
- II. Offer and acceptance;
- III. Existence of contract consideration (we do not review to determine if consideration is adequate);
- IV. That certain provisions specifically required by statute are included (i.e., provisions concerning non-availability of funds and conflict of interest, A.R.S. § 38-511).

We have not reviewed the contract for other issues. Therefore, approval as to form should not be considered as approval of the appropriateness of the terms or conditions of the contract or the underlying transaction. In addition, approval as to the form should not be considered approval of the underlying policy considerations addressed by the contract.

Dated this _____ day of _____, 2007.

By _____
Samuel I. Streichman, Town Attorney



EXHIBIT 'A'

SCOPE OF SERVICES

SCOPE OF SERVICES

FOR PREPARATION OF AN ENVIRONMENTAL ASSESSMENT

FOLLOWING U.S. FOREST SERVICE NEPA GUIDELINES

SWCA Environmental Consultants (SWCA) will prepare an Environmental Assessment (EA) for the proposed Payson pipeline on 182 acres (15-mile pipeline with a right-of-way width of 100 feet) and use of the water treatment plant site (5 acres) on U.S. Forest Service (USFS) land in Gila County, Arizona. This study will be completed for the Town of Payson in accordance with USFS National Environmental Policy Act (NEPA) requirements. This will be accomplished by completing the tasks detailed below.

Chris Garrett will serve as SWCA's project manager for this EA. James Feldmann will serve as NEPA project coordinator and public involvement specialist. Jeff Connell will provide senior oversight as SWCA's Planning Program Director.

TASK 1. PURPOSE AND NEED AND IDENTIFICATION/DEFINITION OF ALTERNATIVES

(PROPOSED ACTION AND NO ACTION ALTERNATIVE)

SWCA will prepare draft statements describing the Purpose and Need for the Project, the Proposed Action, and the possible project alternatives including the No Action alternative. Given that the federal nexus for this project is the USFS federal land ownership, SWCA assumes for this scope of work and cost estimate that the alternatives to be analyzed will involve solely the methods of transporting the water from Washington Park to the proposed treatment plant site. While it will be the decision of the USFS, we will try to limit the scope of analysis to avoid discussions of other possibilities for Payson water supply (i.e., Diamond Rim) in order to simplify the project.

Estimated Cost for Purpose and Need and Identification/Definition of Alternatives: \$9,950

TASK 2. PUBLIC PARTICIPATION PLAN DEVELOPMENT AND SCOPING

2.1 Public Participation Plan

A Public Participation Plan will be prepared that addresses the following: (1) the Purpose and Need for the project, (2) preliminary scoping issues, (3) the parties to be notified, (4) the process timeframe, and (5) public meeting format and location. A scoping letter containing the above information will be prepared and mailed to those interested or potentially affected by the Proposed Action as developed in (3) above. Our cost assumes that there will be no more than 20 parties that the USFS will require the project proponent to notify. The scoping letter will be produced as a black and white document, be no longer than three pages in length, and will contain no more than two graphics.

2.2 Scoping Meeting

SWCA, in conjunction with the USFS and the Town of Payson Public Relations personnel, will facilitate two public scoping meetings in the vicinity of the proposed project (specific location to be determined at a later date). SWCA has included the cost to publish two newspaper announcements announcing the scoping meetings and assumes that no other public announcements will be required. SWCA's cost includes the creation of three poster boards for use at the meetings. We have assumed that a court reporter will not be required at the meetings. Should unforeseen circumstances related to public interest or controversy require additional meetings, a change in the scope of work will be required.

2.3 Summary Analysis of Scoping

The scoping comments received at the public meetings, the written comments submitted to the USFS, and issues identified by the Interdisciplinary Team and SWCA will be compiled for analysis and used in preparation of the EA. Scoping information will be organized and managed using an electronic database customized for this project.

Estimated Cost for Public Participation Plan Development and Scoping: \$11,500

TASK 3. BASELINE DATA COLLECTION

SWCA will gather baseline data to document existing conditions on the 187-acre project area and develop the "Affected Environment" section of the EA. This information will then be used to assess potential direct, indirect, and cumulative impacts, if any, of the Proposed Action and No-Action Alternative on each resource and use in an "Environmental Consequences" section.

3.1 Biological Resources

An SWCA biologist will visit the proposed project area to document vegetation types present within and immediately surrounding the area. Dominant plant communities and species will be recorded in addition to habitat features potentially important to federally-listed or other special status species. Based on habitat types and features present, the project area will be evaluated for the potential presence of such species.

3.1.1 Biological Assessment and Evaluation

SWCA will prepare a USFS Biological Assessment and Evaluation (BA&E) to be used to document compliance with the Endangered Species Act (ESA) and USFS regulations. SWCA will work directly with the USFS Biologist to complete this report. SWCA will also contact the Arizona Game and Fish Department (AGFD) via their interactive website to obtain Heritage Database information regarding recorded occurrences of listed species in the project vicinity. Additionally, the Arizona Native Plant Law will be addressed.

If listed species (federal and/or USFS Sensitive) are observed or site conditions suggest that the proposed project may affect habitat critical to or occupied by listed species, the BA&E may contain recommendations for species-specific surveys. SWCA anticipates that this project will require species-specific surveys for two or three federally listed species and two or three USFS sensitive species. Furthermore, SWCA anticipates that consultation regarding Section 7 of the USFWS will be necessary and the USFS will require our assistance. However, the exact effort that SWCA will need to put forth for these items cannot be determined until after the BA&E is completed. Thus, SWCA estimates that \$25,000 may be needed for these items later in the project. This amount has been added to the Biological Resources cost estimate below.

3.1.2 Wildlife Specialist Report

During the field reconnaissance, an SWCA biologist will evaluate the project area in reference to general wildlife. SWCA will then prepare a Wildlife Specialist Report, using the USFS provided outline, to document compliance with USFS regulations. SWCA will work directly with the USFS Biologist to complete this report. This report will be included as an appendix to the Environmental Assessment as required by the USFS and NEPA.

3.1.3 Management Indicator Species Analysis

During the field reconnaissance, an SWCA biologist will evaluate the project area in reference to USFS Management Indicator Species. SWCA will then prepare a Management Indicator Species

Analysis report, using the USFS provided outline, to document compliance with USFS regulations. SWCA will work directly with the USFS Biologist to complete this report.

One copy of the draft reports will be provided for your review. After your review, SWCA will work with the USFS biologist to finalize the reports and obtain USFS signatures of approval. When all reports are approved, SWCA will provide up to 10 copies to you and the USFS for use. If more copies are needed, SWCA may require a change order for these extra expenses.

3.1.4 Migratory Bird Treaty Act Compliance

During the field reconnaissance, an SWCA biologist will evaluate the project area in reference to migratory birds. SWCA will then prepare a Migratory Bird Treaty Act report, using the USFS provided form, to document compliance with USFS regulations. SWCA will work directly with the USFS Biologist to complete this report.

Estimated Cost for the Biological Evaluation and Regulations Review: \$15,400

Species- specific Surveys optional task (If required) \$ 25,000

3.2 Cultural Resources

The National Historic Preservation Act (NHPA) requires federal agencies to consider the potential effects of their actions on historic places of cultural or religious importance. SWCA will coordinate with the State Historic Preservation Office (SHPO) to identify any archaeological sites that could potentially be affected by the proposed project. SWCA assumes for the purposes of this scope of work that no substantive comments will be received from SHPO and that no cultural resources will be impacted under any of the alternatives.

SWCA will subcontract Northland Research, Inc. to conduct cultural resource surveys (Class I and III) along the proposed pipeline route. Northland has provided a cost estimate assuming a 15-mile survey, 100-foot wide right-of-way, and an additional 5-acre treatment plant site at the edge of Payson.

Estimated Cost for Archaeological survey: \$19,250

3.3 Water Resources—Clean Water Act Section 404 Compliance

The proposed pipeline will have at least three crossings of the East Verde River, in addition to other smaller drainages, and as such will require permitting under Section 404 of the Clean Water

Act, administered by the U.S. Army Corps of Engineers. While the pipeline crossings will have minimal impact in terms of area, based on a reconnaissance of the proposed route there is a possibility that fringe wetlands adjacent to the East Verde River may be impacted as well. Under the Corps Los Angeles District Regional Condition #2, impact of any special aquatic sites (of

which wetlands are included) would require submittal of an Individual Permit instead of a Nationwide Permit.

For the purposes of this cost estimate, we are assuming that the Corps will require this higher level of permitting. However, many of the requirements of the Individual Permit are duplicated in the USFS permitting process (i.e., EA, Alternatives Analysis). We are assuming that the Corps will become a cooperating agency with the USFS, but that the USFS will maintain its status as lead agency on this project.

SWCA will prepare a jurisdictional water and wetland delineation and an Individual Permit application for the Corps. While the EA and Alternative Analysis will be conducted under EA tasks and need not be duplicated in this task, SWCA will coordinate between the two agencies and will ensure that all detail necessary for the Corps permitting process is incorporated.

In addition to the Individual Permit submittal, SWCA will also prepare a US Army Corps- Specific Habitat Mitigation and Monitoring Plan (HMMP) to detail mitigation measures necessary to compensate for any jurisdictional waters impacted by the pipeline.

Estimated Cost to Complete Section 404 Permitting:

\$19,000

3.4 Other Critical Elements

In accordance with requirements of USFS NEPA EA, data collection may also address the following critical elements within the EA, if relevant:

- Land Resources (topography, soils, geologic setting)
- Air Quality
- Socioeconomic Conditions (employment and income, demographic trends, cultural values, community infrastructure, environmental justice)
- Resource Use Patterns (agriculture, recreation, transportation, land use plans)
- Other Values (visual resources, noise, public health and safety)

This subtask does not, however, include generating site-specific resource studies unless specifically required by the USFS. In the unlikely event that USFS does require such studies, a separate scope of work for those tasks will be prepared.

Estimated Cost for Other Critical Elements: \$9,100

3.5 Base Map Production

SWCA will develop a base map suitable for production of resource and land use maps required for the EA. Base map production will include the following steps: (1) compiling topographical data from CD/MAP; (2) digitizing and labeling Township, Range, and Section information; (3) digitizing and labeling parcel boundary and land ownership information; and (4) digitizing and labeling information regarding foreseeable uses of the parcel. Our scope assumes that a maximum of five maps will be required for the EA.

Estimated Cost for Base Map Production: \$5,200

TASK 4. ENVIRONMENTAL ASSESSMENT

Preparation of the EA will consist of the following components:

4.1 Administrative Draft EA

After completion of scoping and baseline data collection, an administrative draft EA will be provided to the USFS and the Town of Payson for review. The EA will follow the USFS standard outline as provided by Tonto National Forest. SWCA's anticipated cost has assumed that the EA will be approximately 50 pages in length (not including figures, tables, and appendices).

Estimated Cost for Administrative Draft EA: \$16,750

4.2 Revised Draft EA

The Draft EA will be revised once by SWCA based on USFS and Town of Payson review. SWCA will review the changes to the administrative draft with the USFS prior to distributing the public Draft EA. Any other draft revision or iterations required by either the USFS or the project proponent will require a change order.

Estimated Cost for Revised Draft EA: \$12,950

4.3 Public Draft EA

A Draft EA will be distributed to the public for review, including those persons, groups, or agencies on the mailing list and attendees of the public meeting. For this proposed budget, SWCA has assumed no more than 50 hard copies of the Draft EA (in addition to those copies mailed to agency reviewers) will be mailed for public review, and that no public meeting will be required at this stage in the project.

Estimated Cost for Public Draft EA: \$10,500

4.4 Analysis of Public Comments

All written substantive comments will be analyzed after closure of the public comment period, usually 30 days for this type of project. Responses will be developed in conjunction with the USFS and the Town of Payson. For budgeting purposes, SWCA has assumed that no more than 50 substantive comments will need to be addressed and that no new environmental analyses will be required. The Draft EA will be updated and revised to reflect substantive comments.

Estimated Cost for Analysis of Public Comments: \$6,250

4.5 Final EA

The Final EA will be produced following revisions based on USFS and Town of Payson review. One camera-ready digital copy of the Final EA and, for budgeting purposes, a maximum of 25 hard copies of the Final EA will be provided to the USFS and the Town of Payson. SWCA will produce and submit a Finding of No Significant Impact (FONSI) to the USFS for their review and signature.

Estimated Cost for Final EA: \$11,800

EXHIBIT 'B'
HOURLY RATE SCHEDULE



Standard Rate Schedule
2007 Labor Categories and Billing Rates

Principals & Project Management Staff

Principal-in-Charge.....	\$195 - 250	Project Manager IX.....	\$135.00
Subject Matter Expert XII.....	\$180.00	Project Manager VIII.....	\$125.00
Subject Matter Expert XII.....	\$165.00	Project Manager VII.....	\$115.00
Subject Matter Expert XII.....	\$150.00	Project Manager VI.....	\$105.00
Project Principal	\$150.00	Project Manager V.....	\$95.00
		Project Manager IV.....	\$85.00
		Project Manager III.....	\$75.00
		Project Manager II.....	\$65.00

Cultural Resources Staff

Principal Investigator IX.....	\$135.00	Cultural Resource Specialist VII.....	\$115.00
Principal Investigator VIII.....	\$125.00	Cultural Resource Specialist VI.....	\$105.00
Principal Investigator VII.....	\$115.00	Cultural Resource Specialist V.....	\$95.00
Principal Investigator VI.....	\$105.00	Cultural Resource Specialist IV.....	\$85.00
Principal Investigator V.....	\$95.00	Cultural Resource Specialist III.....	\$75.00
Principal Investigator IV.....	\$85.00	Cultural Resource Specialist II.....	\$65.00
Principal Investigator III.....	\$75.00	Cultural Resource Specialist I	\$55.00
Principal Investigator II.....	\$65.00		
Cultural Resource Specialist IX.....	\$135.00	Cultural Resource Technician II.....	\$45.00
Cultural Resource Specialist IX.....	\$125.00	Cultural Resource Technician I	\$35.00

Environmental Staff

Scientist IX.....	\$135.00	Environmental Specialist II.....	\$65.00
Scientist VIII.....	\$125.00	Environmental Specialist I	\$55.00
Scientist VII.....	\$115.00		
Scientist VI.....	\$105.00	Environmental Engineer X.....	\$150.00
Scientist V.....	\$95.00	Environmental Engineer IX.....	\$135.00
Scientist IV.....	\$85.00	Environmental Engineer VIII.....	\$125.00
Scientist III.....	\$75.00	Environmental Engineer VII.....	\$115.00
		Environmental Engineer VI.....	\$105.00
Environmental Specialist IX.....	\$135.00	Environmental Engineer V.....	\$95.00
Environmental Specialist VIII.....	\$125.00	Environmental Engineer IV.....	\$85.00
Environmental Specialist VII.....	\$115.00	Environmental Engineer III.....	\$75.00
Environmental Specialist VI.....	\$105.00	Environmental Engineer II.....	\$65.00
Environmental Specialist V.....	\$95.00	Environmental Engineer I.....	\$55.00
Environmental Specialist IV.....	\$85.00		
Environmental Specialist III.....	\$75.00	Environmental Technician II.....	\$45.00
		Environmental Technician I.....	\$35.00

Planning Staff

Planning Specialist IX.....	\$135.00	Training/Facilitator Specialist X.....	\$150.00
Planning Specialist VIII.....	\$125.00	Training/Facilitator Specialist IX.....	\$135.00
Planning Specialist VII.....	\$115.00	Training/Facilitator Specialist VIII.....	\$125.00
Planning Specialist VI.....	\$105.00	Training/Facilitator Specialist VII.....	\$115.00
Planning Specialist V.....	\$95.00	Training/Facilitator Specialist VI.....	\$105.00
Planning Specialist IV.....	\$85.00	Training/Facilitator Specialist V.....	\$95.00
Planning Specialist III.....	\$75.00	Training/Facilitator Specialist IV.....	\$85.00
Planning Specialist II.....	\$65.00	Training/Facilitator Specialist III.....	\$75.00
Planning Specialist I.....	\$65.00		

The information contained on these pages is proprietary and confidential.

Paleontology Staff

Paleontology Specialist IX.....	\$135.00	Paleontology Specialist III.....	\$75.00
Paleontology Specialist VIII.....	\$125.00	Paleontology Specialist II.....	\$65.00
Paleontology Specialist VII.....	\$115.00	Paleontology Specialist I.....	\$55.00
Paleontology Specialist VI.....	\$105.00		
Paleontology Specialist V.....	\$95.00	Paleontology Technician II.....	\$45.00
Paleontology Specialist IV.....	\$85.00	Paleontology Technician I.....	\$35.00

Graphics/Media Staff

Graphics/Media Specialist VII.....	\$115.00	Graphics/Media Specialist III.....	\$75.00
Graphics/Media Specialist VI.....	\$105.00	Graphics/Media Specialist II.....	\$65.00
Graphics/Media Specialist V.....	\$95.00	Graphics/Media Specialist I.....	\$55.00
Graphics/Media Specialist IV.....	\$85.00		

GIS/CADD Staff

GIS/CADD Specialist V.....	\$95.00	GIS/CADD Technician II.....	\$45.00
GIS/CADD Specialist IV.....	\$85.00	GIS/CADD Technician I.....	\$35.00
GIS/CADD Specialist III.....	\$75.00		
GIS/CADD Specialist II.....	\$65.00		
GIS/CADD Specialist I.....	\$55.00		

Technical Writer/Editor Staff

Technical Writer/Editor VII.....	\$115.00	Technical Writer/Editor III.....	\$75.00
Technical Writer/Editor VI.....	\$105.00	Technical Writer/Editor II.....	\$65.00
Technical Writer/Editor V.....	\$95.00	Technical Writer/Editor I.....	\$55.00
Technical Writer/Editor IV.....	\$85.00		

Administrative Staff

Administrative V.....	\$75.00	Administrative II.....	\$45.00
Administrative IV.....	\$65.00	Administrative I.....	\$35.00
Administrative III.....	\$55.00		

* Time spent at depositions, or testifying at administrative hearings and trials, is charged at 1.5 times the standard billing rate.