

Professional Services Agreement

New Stream Gages - Ephemeral Streamflow

Monitoring Contract No. 2022-154

WHEREAS the City of Prescott (hereinafter referred to as "City") is in need of certain services; and

WHEREAS the Salt River Valley Water Users' Association, as an agent of the Salt River Project Agricultural Improvement District (hereinafter referred to as "Professional"), has been providing Steam Flow Monitoring services in the Big Chino Sub-Basin.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

- That Professional shall provide the services to the City in relation to the New Stream Gages- Ephemeral Streamflow Monitoring withing the Big Chino Sub-basin as indicated in Exhibit "A" (Proposal for Continued Ephemeral Streamflow Monitoring within the Big Chino Sub-basin January 2022 (the "Proposal") as accepted by the Mayor and Council per the Council Minutes of February 22, 2022) and as requested by the City Public Works Director (hereinafter referred to as "Director").
- The Professional shall provide sufficient qualified personnel to perform the services set forth in the Proposal.
- All services identified in the Proposal above shall be completed to the reasonable satisfaction of the parties and shall be performed in compliance with the schedule contained in the Proposal.
- 4. The routine data collection and maintenance of remaining/existing equipment will proceed upon the annual renewal of this contract for up to 3 years. After which, the continuation of monitoring at the sites will be re-evaluated by the monitoring committee. The annual review dates are as follows: April 2022, 2023, and 2024. At this time, amendments if needed, to the contract can be made before the next work year commences (July 1 June 30).
- 5. Notwithstanding the foregoing, this Agreement may be terminated by either party upon ten (10) days written notice, with or without cause or upon completion of services. If this Agreement is terminated, the Professional shall be paid for authorized services satisfactorily performed to the date of the Professional's receipt of such termination notice.
- 6. It is agreed by and between the parties that this Agreement incorporates the attached Exhibit "A" thereto as a part of this Agreement, and that the terms thereof shall be

binding between the parties.

- 7. Pursuant to A.R.S. § 38-511, and to the extent applicable, either party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of such party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a Professional to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City from any other party to the Agreement arising as a result of this Agreement.
- 8. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

Public Works Director City of Prescott 433 N. Virginia Street Prescott, Arizona 86301 Salt River Project Data Analytics PAB38W P.O. Box 52025 Phoenix AZ 85072-2025

- 9. It is expressly agreed and understood by and between the parties that the Professional is an independent contractor, and, as such, Professional shall not become a City employee, and is not entitled to payment or compensation from the City, or to any fringe benefits to which other City employees are entitled. As an independent contractor, Professional further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, Professional further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
- 10. This Agreement is non-assignable by the Professional unless by sub-contract, as approved in advance by the City.
- 11. A) The City shall pay to Professional a total sum of one hundred fifty-seven thousand seven hundred and thirty-five dollars and no cents (\$157,735.00) for all services specified in Exhibit "A".
 - B) The foregoing sum includes payment for any and all services to be rendered by Professional or sub-contractors, which the Professional may employ for this Contract. It is expressly agreed by and between the parties that the Professional is solely responsible for any and all payment to such any other professionals or sub-contractors retained by the Professional.
 - C) The foregoing sum includes payment for any and all services to be rendered by Professional or sub-contractors, which the Professional may employ for this Contract. It is expressly agreed by and between the parties that the Professional is solely responsible

for any and all payment to such any other professionals or sub-contractors retained by the Professional.

- D) Payment of the total amount provided for under Section 12 (A) shall not relieve Professional of its obligation to complete the performance of all those services specified in the Proposal. Should the City request in writing additional services beyond that specified in the Proposal, then Professional shall charge, and City shall pay Professional in accordance with Exhibit "A".
- E) The Professional shall bill the City monthly for the fee due the Professional, based upon an hourly rate for work completed for each itemized task pursuant to this Agreement and Exhibit "A" during the billing period. City shall pay such billings within thirty (30) days of the date of their receipt.
- 12. This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.
- 13. This Agreement shall be construed under the laws of the State of Arizona.
- 14. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.
- 15. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.
- 16. This Agreement represents the entire and integrated Agreement between the City and the Professional with respect to the scope of work set forth in the Proposal and supersedes all prior negotiations, representations, or agreements, either written or oral with respect to such scope of work. This Agreement may be amended only by written instrument signed by both the City and the Professional. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- 17. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- 18. Each party shall assume liability for its own negligence arising out of its action or inaction, whether negligent or intentional, and each party shall indemnify the other against any damages the non-responsible party incur as a result of the responsible party's action or inaction.
- 19. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act

- whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- 20. A) Changes in Work: The City and Professional, without invalidating the Contract, may agree to perform extra work, make changes by altering, or delete any portion of the work as specified herein, or as deemed necessary or desirable by the parties. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be made at the time of agreeing to such change or extra work.
 - B) Extra work shall be that work not indicated or detailed in the Proposal and not specified. Such work shall be governed by all applicable provisions on the Contract Document.
 - C) No extra work or change shall be performed or made unless in pursuance of a written agreement by the parties and no claim for an addition to the total amount of the Contract shall be valid unless so agreed.
 - D) Payment for any change requested by the Director which involves work essential to complete the Contract, but for which no basis of payment is provided for herein, shall be subject to agreement prior to said work being performed.
 - E) Adjustments to price and/or Contract Time which are agreed upon shall be incorporated in a written change order issued by the Director, which shall be written so as to indicate acceptance on the part of the Professional as evidenced by its signature.
 - F) If the Professional claims that any instructions involve extra cost under this Contract, it shall give the Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the work. The Professional shall do such extra work therefore upon receipt of an accepted Contract Amendment and in the absence of such Contract Amendment, the Professional shall not be entitled to payment for such extra work. In no case shall work be undertaken without written agreement between the parties to proceed with the work. All Contract Amendments must be approved by the Director. Contract Amendments over \$25,000.00 must be approved by City Council.
- 21. The Professional is self-insured and shall supply a copy of this to the City.
- 22. Neither party, with regard to the work performed during performance of this contract, will discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of sub- contractors, including procurement of materials and leases of equipment. Neither party will participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.
- Compliance with Laws. Professional shall comply with all applicable laws, rules, and regulations applicable to the work provided under the Proposal.
- 24. Professional shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances.

- 25. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Professional.
- 26. Israel: Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott", as that term is defined in A.R.S. § 35-393, of Israel.
- 27. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control over Exhibit "A".

Dated this 23 day of	June , 2022.
City of Prescott, a municipal corporation:	PROFESSIONAL: Charles E Ester
Philip R. Goode, Mayor	Salt River Project Agricultural (Signature)
	By: Charles E Ester (Printed Name)
	Title: Mainger, Waterhed Management Email: Charlic esterii @ Sipnet. com
	Email: Charlic esterii @ Sprnet. com
ATTEST:	APPROVED AS TO FORM:
Satamosio	Men
Sarah M. Siep, City Clerk	Matthew P. Podracky, Interim City Attorney

Professional Services Agreement Exhibit "A"





Photo Credit 1 SRP June 2021

Proposal for Continued Ephemeral Stream-flow Monitoring within the Big Chino Sub-basin January 2022 Sharon Morris and Charles Ester Salt River Project



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I. Introduction

This proposal outlines recommendations from the Salt River Project (SRP) for continued monitoring in the Big Chino Sub-basin at existing Flowtography® sites. SRP's Flowtography® uses gauges and remote photography to better understand the behavior of streams, snow accumulation, and watershed conditions. Flowtography® combines synchronized time-lapsed photography with the collection of conventional water depth measurements, or stage data, in ephemeral Arizona streams. SRP will continue to operate and maintain the existing stream-flow monitoring sites with modifications described in Section II in support of the Comprehensive Agreement No.1 (CA#1) of October 5, 2012, and its Big Chino Sub-Basin Data Collection and Water Monitoring Program outlined in section 9.a. of the Big Chino Monitoring Plan of January 25, 2011.

Existing sites were established for the purposes of developing data sets to determine how recharge from the streams were potential sources to water supplies in the Big Chino subbasin aquifer. The approach recommended in the previously mentioned monitoring program document stated that, "Given the ephermal nature of these stream Continuous Slope Area (CSA) gages were proposed." In SRP's original proposal (see City Contract No. 2014-001 and its amendments) the Slope Area Method (SAM) was employed, with an upstream and downstream event gauge. The installation of this equipment was completed in the December 2013 - June 2014 time period. Since installation, SRP Big Chino Sub-basin Water Monitoring Project reports have been produced to document and share the analyzed data. At this juncture of the CA#1 project (closing of calendar year 2021), and with the field lessons learned, it has become clear that future monitoring continues to be important because the hydrologic data collected varies greatly in any given year. Yet, overall the equipment in many cases can be reduced to one Flowtography® and event gauge per location. Thus, the monitoring goal is to continue to collect hydrologic data that will improve the understanding of the hydrologic relationship between groundwater and surface water in the upper Verde River area and be available for use in future groundwater model runs.

II. Modifications to Existing Surface Water Monitoring Sites

The Parties to the CA#1 sought recommendations from SRP Measurements to determine changes, if any, to existing monitoring sites (Flowtography® with event gauge, Snowtography™ with event gauge, Flowtography® with weir, and well water level equipment). Each site is discussed below with a plan for ongoing monitoring and/or modification as needed. These changes are summarized in Section IV. Project Timeline and Costs.

A. Upper Big Chino Wash (UBCW)

The data and images collected at this site, when paired with the images from the Big Chino Wash below Partridge Creek, provide an idea of where the water was sourced. Both the Flowtography® and the pressure transducer data from the site are useful.



Using the SAM and preliminary survey data collected in the field, an illustrative detained estimate of flow prediction was calculated for channel stages. The collected survey information was further used by inputting into HEC-RAS. A rating curve and a rating equation were generated for the upstream and downstream cross sections. It has been found over the course of the monitoring project that two gages (an upstream and downstream) are no longer needed, and only add additional break-fix costs when they are damaged. This has been the determination at all sites.

Continued O&M – 1 Flowtography® Camera, 1 Event Gauge with Pressure Transducer Discontinued O&M – Removal of upstream Event Gauge when it fails

B. Big Chino Wash below Partridge Creek (BCWPC)

The images collected at this site, when paired with the images from the UBCW help in determining the source of the water. However, this site yields little reliable flow data from the pressure transducer and event gage, as it often submerges. It is recommended to keep collecting images at the site, but to remove the pressure transducer sensor.

Similar to the UBCW site, two gages (an upstream and downstream) were installed. It has been found over the course of the monitoring project that SAM only adds additional breakfix costs when they are damaged. In the specific case of the BCWPC, the event gages were found to be damaged by large flows covered with debris easily. This led to the eventual replacement of the upstream gage with a redesigned whip event gage that would recover from large events and not collect as much debris. While the whip event gage has proven to be more useful during larger flow events, the data at the site is not reliable as it often submerges. It is recommended to remove the in-stream pressure transducers when the equipment fails.

Seen below in Figure 1, Partridge Creek originates in McIntyre Canyon and joins the Big Chino Wash north of the BCWPC gage, and downstream of the UBCW gage. The flows at BCWPC can therefore be described as a combination of flows from those observed at UBCW, and those from Partridge Creek (not instrumented). Existing monitoring locations are noted by red 'X' marks on the map.



Figure 1. Partridge Creek in relation to UBCW and BCWPC



Continued O&M - 1 Flowtography® Camera Discontinued O&M - Removal of Pressure Transducers when they fail

C. Big Chino Water Ranch (BCWR)

The original intention of this site was to gain an overall view of what was occurring in the sub-basin. The camera enables a large view of the sub-basin providing a general sense of the conditions in the sub-basin. It is recommended to keep the camera in its current location and maintain service at the site. See Figure 2 for images collected at the site.



Figure 2. BCWR image variation from one year to another

Continued O&M -1 Flowtography® Camera Discontinued O&M - none

D. Pine Creek (PC)

The data and images collected at this site have shown little to no significant contribution to the flow in the Big Chino Valley. It is our recommendation to continue monitoring at the site for another 3-year cycle at which time, a review of the geomorphology upstream of the site should be conducted.

It is recommended to remove the downstream event gage when the equipment fails. Removal of the gage and any associated parts may require additional service visits, additional equipment which could include but not be limited to excavating equipment for the cement used for the installation. Equipment removal at this site will also require coordination between landowners to get that equipment to the site.

Continued O&M -1 Flowtography® Camera, 1 Event Gauge with Pressure Transducer Discontinued O&M – Removal of downstream Event Gauge when it fails



E. George Wood Canyon Weather Station (GWC)

Analysis has determined that the weather station data collected at this site is not representative of any of the Flowtography® locations. Discontinuation of the site is recommended.

When the site was activated, a Snowtography™ camera assembly and weather station were installed. Removal of the gage and any associated parts may require additional service visits, additional equipment which could include but not be limited to excavating equipment for the cement used for the installation.

Continued O&M - None

Discontinued O&M - Removal of all equipment/site closure (Snowtography™ camera assembly and weather station)

F. Upper Walnut Creek at Forest Service (UWCFS)

Since the removal of the flume and pressure transducer in June 2017, this site yields images with only flow estimates (See Figure 3). Full site closure has occurred.



Figure 3 Current view from camera at the UWCFS

Continued O&M – None Site closed

G. Upper Walnut Creek at Bridge (UWCB)

This site is an image only site. Occasionally the view from the camera gets hindered by vegetation growth in the channel. It is recommended to relocate or reposition the camera to



a location with an unobstructed view of the K4 diversion structure and/or flow channel. See

Figure 4 for heavy vegetation example.



Figure 4. Heavy vegetation at the UWCB site can be seen in this image from 2019.

A visit to the site for purposes of scouting for a new camera location will need to be completed and can be added to a routine O&M site visit. If it is determined that an unobstructed view of the diversion structure and/or flow channel can only be obtained from a new camera position, land ownership, access, and installation costs will need to be considered. These findings will be communicated with the monitoring committee for evaluation.

Continued O&M - 1 Flowtography® Camera (relocated)
Discontinued O&M - Removal of downstream Event Gauge when it fails

H. Lower Walnut Creek at Charney Property (LWCCP)

Both the Flowtography® images and the pressure transducer data from the site are useful. It is recommended to continue monitoring at this site with its existing equipment.

It is recommended to remove the downstream event gage when the equipment fails. Removal of the gauge and any associated parts may require additional service visits, additional equipment which could include but not be limited to excavating equipment for the cement used for the installation. Equipment removal at this site will also require coordination between landowners to get that equipment to the site.

Continued O&M - 1 Flowtography® Camera, 1 Event Gauge with Pressure Transducer Discontinued O&M - Removal of downstream Event Gauge when it fails



I. Williamson Valley Wash at XU Ranch (WVXXU)

Both the Flowtography® images and the pressure transducer data from the site are useful. Due to the location of this site (upstream of a USGS gage) and the frequency and duration at which flows are observed, it is recommended to continue monitoring at this site with its existing equipment.

It is recommended to remove the downstream event gage when the equipment fails.

Continued O&M - 1 Flowtography® Camera, 1 Event Gauge with Pressure Transducer Discontinued O&M – Removal of downstream Event Gauge when it fails

J. Lower Williamson Valley Wash (LWVW)

Both the Flowtography® images and the pressure transducer data from the site are useful. It is recommended to continue monitoring at this site with its existing equipment.

This site has two Flowtography® assemblies due to the relocation of the first installed assembly in April 2015. It has been found over the course of the monitoring project that one Flowtography® camera assembly is sufficient. It is recommended to remove the upstream Flowtography® assembly that is no longer in use.

Continued O&M -1 Flowtography® Camera, 1 Event Gauge with Pressure Transducer Discontinued O&M – Removal of upstream Event Gauge when it fails

K. Lower Big Chino Wash (LBCW)

Due to the proximity this site has with Sullivan Dam, the site frequently submerges, rendering the data unreliable. This site is also near the USGS gauge at the bridge. It is recommended to keep the Flowtography® installed but remove the pressure transducer assemblies as the data is often not reliable due to submergence.

Continued O&M – 1 Flowtography® Camera Discontinued O&M – Removal of Pressure Transducer when it fails

L. Sullivan Dam (SD)

The images from this site are useful when there is flow over the dam structure. There are currently three cameras installed at the site. It is recommended to remove the third camera and retain the primary and backup cameras. Site modifications will occur during a routine site visit.

Continued O&M – 1 Flowtography® Camera Discontinued O&M – Removal of one camera (three were assigned at one time)

M. Gipe Well (GW)

Due to the state of the well casing at Gipe Well (ADWR Registration No. 55-511557) and a continued struggle to accurately measure water depth at the site the Parties agreed to



discontinue water level monitoring (see personal communication G. Kornrumph on 4/14/2021) Equipment removal will occur in Calendar Year 2022

Continued O&M – None Discontinued O&M – Removal of Water Level Measuring Equipment

N. Verde Headwaters at Campbell Ranch (VHCR)

The VHCR Site is useful and will remain in operation. However, while the current location of the camera is ideal in limiting the opportunity for vandalism, a zoomed view of the site and equipment is desirable. It is recommended to replace the existing camera with a camera that can provide a zoomed in image while remaining in the same location.

Continued O&M - 1 Flowtography® Camera (upgraded to zoom), 1 weir with existing monitoring equipment
Discontinued O&M - None

III. Data Management and Access

A. Data Management

Data Management will continue. The site data must be manually extracted from the devices via a laptop or handheld downloading device via a connecting cable. Collection of the data would be facilitated at a level of frequency to be determined as part of this project. For example, depending on runoff events and cost, it could be done quarterly, monthly, or weekly.

Once the data is extracted, it is uploaded into SRP's Quality Assurance/Quality Control (QA/QC) back-office processing system. SRP uses Aquatic Informatics' Aquarius hydrological software for data management and processing, analysis, and reporting.

B. Data Access

Data Access will continue through MyWatershed. Data collected from each site, whether early/provisional or later/finalized, will be made available via SRP's secure password protected web portal accessible at www.watershedconnection.com by selecting the 'My Watershed' button in the menu bar. The Monitoring Committee will be able to decide who receives access to the data. Each of the river gauge sites will have its own page, graphics, and numerical reports. Data from the project's inception to completion can be retained, viewed, and downloaded at the user's discretion.

The user can obtain reports through MyWatershed. Data can be viewed by date in tabular or graphical form. The data can be downloaded to a .csv file or easily opened in Excel.

The ease of using the website and its graphical displays coupled with data export capabilities demonstrates how this website is a unique and desirable method for storing/sharing data from the Big Chino Sub-basin stream-flow monitoring sites.



Upon accessing MyWatershed through <u>www.watershedconnection.com</u>, the user is prompted for a username and password. After authenticating the User ID and Password, a user can access all sites for which their specific password allows.

IV. Project Timeline and Costs

A. Timeline

Modifications to existing sites (Section II.) will be executed during routine site visits. If additional site visits are required, it will result in additional time and costs. Modifications are to be completed by June 2022. Equipment that will operate until failure or the closure of a site is on a different timeline.

B. Project Costs

This proposal is to replace the current contract (City Contract No. 2014-001 and its amendments/SRP identifier?) in its entirety. As documented in Section II, all sites will have either continued O&M and/or discontinued O&M. During this timeframe, the costs will be clearly identified and invoiced as shown below.

Table 1. Continued O&M Costs

Site Identifier	Continued O&M	Costs (\$/fiscal year)
UBCW	1 Flowtography® Camera, 1 Event Gauge with Pressure Transducer	\$9,786
BCWPC	1 Flowtography® Camera	\$9,786
BCWR	1 Flowtography® Camera	\$9,786
PC	1 Flowtography® Camera, 1 Event Gauge with Pressure Transducer	\$9,786
GWC	None	\$0
UWCFS	None	\$0
UWCB	1 Flowtography® Camera (relocated)	\$9,786
LWCCP	1 Flowtography® Camera, 1 Event Gauge with Pressure Transducer	\$9,786
WVXXU	1 Flowtography® Camera, 1 Event Gauge with Pressure Transducer	\$9,786
LWVW	1 Flowtography® Camera, 1 Event Gauge with Pressure Transducer	\$9,786
LBCW	1 Flowtography® Camera	\$9,786
SD	1 Flowtography® Camera	\$9,786
GW	None	\$0
VHCR	1 Flowtography® Camera (upgraded to zoom), 1 weir with existing monitoring equipment	\$9,875
Continued O&M Funding		\$107,735*



Continued O&M costs are based on the fee structure below,

*In the event of any unforeseen circumstances or equipment needs, the following breakdown of SRP costs could apply:

Transportation - Helicopter \$ 650-1000 per rotor hour Transportation - Vehicle - ground \$10 per SRP labor hour Additional Materials Actual cost plus 25% Cellular Network Fees \$ 85 per site per month Labor (Professional Services) \$ 125 per hour Data Processing (Professional & Analytical Services) \$ 145 per hour Direct Hydrographic Measurement (exclusive of travel costs) \$510 per site/event Overnight stay and meal expenses (when required) \$ 275 per day/person

As stated, some equipment will be discontinued and removed as it fails. These associated equipment parts and their anchoring may require additional service visits, additional removal equipment which could include but not be limited to excavating equipment for the cement used for the installation. Further, in some cases, equipment removal could require coordination with landowners to get that equipment to the site. Due to these conditions, as equipment is retired, a cost table has been prepared.

Table 2. Discontinued Equipment Removal Costs

Site Identifier	Discontinuation/Removal	Cost
UBCW	Removal of upstream Event Gauge when it fails	
BCWPC	Removal of Pressure Transducers when they fail	
BCWR	None	
PC	Removal of downstream Event Gauge when it fails	SP CO
GWC	Removal of all equipment/site closure	See Closure Cost pricing
UWCFS	Full closure has already occurred.	
UWCB	Removal of downstream Event Gauge when it fails	2, 10
LWCCP	Removal of downstream Event Gauge when it fails	Mary Control
WVXXU	Removal of downstream Event Gauge when it fails	· · · · · · · · · · · · · · · · · · ·
LWVW	Removal of upstream Event Gauge when it fails	
LBCW	Removal of Pressure Transducer when it fails	1. as (), al.
SD	Removal of one camera (three were assigned at one time)	are stora



Site Identifier	Discontinuation/Removal	Cost
GW	Removal of Water Level Measuring Equipment	See Closure Cost pricing
VHCR	None	
Removal and Closure Funding		\$50,000*

^{*}This figure can be discussed further in an amendment if needed as site closure costs remain uncertain until a couple sites are closed.

The closure costs are estimates of the cost to remove all installed equipment and return each site back to its natural conditions if or when a site is closed and/or the contract is terminated. The following costs include labor, materials, and travel:

Transportation – Helicopter \$ 650-1000 per rotor hour Transportation – Vehicle - ground \$10 per SRP labor hour Labor (Professional Services) \$ 125 per hour \$275 per day/person

Once the equipment has been removed, proper disposal of those materials will occur at a local transfer station. The costs for solid waste disposal are estimated to be less than \$100/ton.

v. Contract Term

The routine data collection and maintenance of remaining/existing equipment will proceed upon the annual renewal of this contract for up to 3 years. After which, the continuation of monitoring at the sites will be re-evaluated by the monitoring committee. The annual review dates are as follows: April 2022, 2023, and 2024. At this time, amendments if needed, to the contract can be made before the next work year commences (July 1 – June 30).

VI. Invoicing

To maintain the invoicing practices, separate invoices will be prepared for the Flowtography®/Snowtography™ sites, Gipe Well, and Verde Headwaters at Campbell Ranch. All invoices will be accompanied by a detailed description of equipment and/or services provided by site, date, and purpose as follows.

A. Operation and Maintenance (O&M) - Site Modifications and Recurring Charges

Invoicing for site modifications and recurring routine services will occur at regular intervals and will be submitted after service events.

B. Break-Fix Event (Exception to Planned Schedule)

In the event any special services or equipment requirements are needed, these actions will be invoiced as they occur. A process for seeking Monitoring Committee approval for exceptions to equipment or service events will need to be defined.



C. Contract Closure

Invoicing for the closure costs will occur during this contract and if the contract is not renewed (see Section V), returning of the sites to natural conditions.

VII. Notice to Proceed

This proposal outlines SRP's methods that would be used to continue monitoring surfacewater flows within eleven ephemeral channel reaches within the Big Chino Sub-basin of the Verde River Groundwater Basin. This will include the operation and maintenance of those eleven monitoring sites in support of the Big Chino Sub-basin Data Collection and Monitoring Plan.

If the Monitoring Committee should have any questions or would like to discuss this project in further detail, please contact:

Alanna Mecsey, Analyst
Aquifer Management and Data Analytics
Salt River Project
(602) 236-5593
Alanna.Mecsey@srpnet.com

Sharon Morris, Manager Aquifer Management and Data Analytics Salt River Project (602) 236-3274 Sharon.Morris@srpnet.com

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Insurance Services | MailStation PAB100 P.O. Box 52025 Phoenix, AZ 85072-2025

Public Works Director City Of Prescott 433 N. Virginia St. Prescott, AZ 86301

June 17, 2022

RE: SRP Proof of Ins – Monitoring Contract No. 2022-154 Ephemeral Stream Flow Monitoring This letter is in response to your request for proof of insurance. Salt River Project Agricultural Improvement and Power District ("SRP") is an agricultural improvement district organized and

existing under the laws of Arizona.

With respect to claims arising out of third-party liabilities for all forms of legal liability for personal and property damage to others, SRP is self-insured up to a retention level of \$3,000,000. This includes general public liability and auto liability. For Workers' Compensation, SRP is self-insured up to a retention level of \$1,000,000 per occurrence. SRP carries excess coverage for all the above referenced exposures and statutory excess coverage for Workers' Compensation.

With respect to auto liability, SRP has been approved by the Arizona Department of Transportation as a self-insurer. With respect to Workers' Compensation, SRP has been approved by the Industrial Commission of Arizona as a qualified self-insurer.

SRP maintains a deductible of \$5,000,000 with regard to its Property/Boiler & Machinery Insurance. Above this retention level, SRP has comprehensive all-risk protection, including earthquake and flood, for all property owned, leased, or under its care, custody and control.

Questions concerning the above may be directed to SRP Insurance Services at 602-236-8110.

Sincerely,

Marcia Philpott

Manager, Insurance Services