



August 20, 2024

Mr. Bryce Christo, PE
Assistant City Engineer
City of El Mirage
10000 N. El Mirage Road
El Mirage, AZ 85335

RE: 121st Avenue Roadway Improvements
ADOT Project No.: T0400 01D/01C
Federal-aid No.: CMAQ-ELM-0(212)T
TIP/STIP No.: ELM23-230 and ELM24-000
NFra Project No. 2410xx
Revised Scope and Fee Proposal

Dear Mr. Christo:

Thank you for the opportunity to provide professional engineering design services for the City's 121st Avenue Roadway Improvements project from Ramirez Road to Peoria Avenue. Attached is NFra's scope of work and fee proposal for the project, including efforts from our subconsultants. Since this project is federally funded, we will coordinate with ADOT throughout the design and construction processes. It is our assumption that the Varney Road project and this project will be designed concurrently. Post design service fees are also included and assumption is both projects will be combined into one bid set for advertisement and both projects will be constructed at the same time. At this time, a City controlled design allowance has not been included. Rick Engineering has revised their proposal to include 10 legal descriptions and exhibits.

NFra's insurance certificates are attached to the back of our proposal.

If you have any questions or need additional information, please call me at (602) 443-6066 or email at rweyrauch@nfracinc.us.

Sincerely,

A handwritten signature in black ink that reads 'Randy Weyrauch'.

Randy Weyrauch, P.E.
Project Manager

Enclosures: As noted

**EXHIBIT A****SCOPE OF WORK****121st AVENUE ROADWAY IMPROVEMENTS**

**ADOT PROJECT NO. T0400 01D/01C
FEDERAL AID NO. CMAQ-ELM-0(212)T
TIP/STIP NO. ELM23-230 AND ELM24-000**

A. BRIEF DESCRIPTION OF PROJECT

This project will involve the preparation of construction documents to reconstruct 121st Avenue from the City's wastewater treatment plant south to Ramirez Road. Improvements will include new pavement structural sections, concrete curb and gutter, drainage, pavement markings, signing, and an environmental document. Project is federally funded and will be administered through the Arizona Department of Transportation (ADOT) using a design-bid-build method of procurement.

B. GENERAL REQUIREMENTS**1. DESIGN STANDARDS** – All design work shall conform to:

- a. 2020 Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction with latest revisions.
- b. City of El Mirage January 2024 Supplement to MAG Uniform Standard Details.
- c. City of El Mirage 2024 Design and Development Standards Manual.
- d. Applicable Arizona Public Service specifications and details.
- e. AASHTO "Policy on Geometric Design of Highways and Streets" 2011 edition.
- f. Manual on Uniform Traffic Control Devices, 2023 edition.
- g. Arizona Department of Environmental Quality, latest bulletins.
- h. City of El Mirage General Notes & Details.
- i. Arizona Department of Transportation (ADOT) Standard Specifications for Road and Bridge Construction (2021 or most Current) and most current Standard Details

2. PROJECT SCHEDULE

Prior to commencing design work, NFra (ENGINEER) and the City of El Mirage's Contract Administrator (CITY) will meet to determine the project schedule. The ENGINEER will meet with the CITY as needed to assess the project's progress in relationship to the design schedule. The design for this project is anticipated to begin in October 2024 and be completed by November 2025, all contingent on the environmental process through ADOT.

3. SUBMITTALS

Electronic pdf's of the construction plans, specifications and cost estimates will be submitted at the 60% (Stage III), 95% (Stage IV), 100% (Stage V), and Final PS&E (Sealed Plans, Specifications, and Estimate) stages of the project.

The ENGINEER will coordinate with agencies having utilities within the project limits. All correspondence and utility responses will be provided to the CITY and ADOT.

Drawings will be prepared electronically in MicroStation V8 format. These drawings will be converted into the latest version of AutoCAD for the CITY's use. Review drawings will be provided to the CITY, ADOT and utility companies at each submittal stage. Final 22"x34" pdf drawings will be sealed by an Arizona professional engineer. The ENGINEER will submit an electronic copy (pdf) of the final drawings and bid documents to the CITY and ADOT for bid advertisement. The ENGINEER will also provide the CITY and ADOT electronic versions of all bid documents, reports, and other project related information at the completion of the project. The cover sheet will be electronically signed by the City.

Note: Standard plan sheet size is 22"x34" (ANSI "D" size). All plan sheets shall be suitable for plotting at true half size.

4. **MEETING PARTICIPATION.** The ENGINEER will attend and prepare meeting minutes for the following meetings. The minutes will be furnished to the CITY's Contract Administrator for review and approval.

Pre-Design Meeting: The ENGINEER will coordinate with the CITY and ADOT to establish the project scope of work, schedule and budget.

Kickoff Meeting: The ENGINEER will conduct a site visit to understand the project features to discuss at the kickoff meeting with the CITY and ADOT representatives. Representatives from ADOT's Utility, Environmental, Right-of-Way and District Groups will be invited to the meeting.

Progress Meetings: The ENGINEER will attend meetings with the CITY'S Contract Administrator and ADOT to keep both agencies abreast of the project status. These meetings will be used to address design issues and issues that will arise in the preparation of the construction documents. Three meetings are anticipated at the various submittal stages.

Comment Resolution Meetings: The ENGINEER will prepare responses to comments and discuss options to resolve all comments at each submittal stage. Meetings are anticipated at the 60%, 95%, and 100% submittal stages.

C. TASKS

1. DATA COLLECTION

The ENGINEER will visit the project area and take photos to clearly define the nature of the work to be completed.

The CITY will supply to the ENGINEER at no cost the following items if they are available:

- a. CADD standards and index of AutoCAD/Microstation levels. If none are available, ENGINEER will use standards and index levels from past CITY projects.
- b. Recorded plats and record drawings for the streets involved and developments within the project limits.
- c. Fees for other agencies to conduct reviews.
- d. Utility Maps and list of known utility contacts.

- e. Master water and sewer plans.
- f. Sample plans, specifications and estimates from similar projects.
- g. Bid tabulations for recent projects in El Mirage.

2. UTILITY AND INTERGOVERNMENTAL AGENCY COORDINATION

- a. The ENGINEER will notify and coordinate with the utility companies in accordance with the Central Arizona Coordinating Committee's *Public Improvement Project Guide*. Initial contact with utility companies will be made under the data collection task when record drawings are being collected. Existing and proposed utilities that are known will be shown on the preliminary and final construction plans. Services to individual properties will not be shown on the plans unless this information is provided by the CITY.
- b. Base mapping prepared by the ENGINEER and detailing of known utility facilities will be transmitted to the utility companies. Their comments will be incorporated into the base maps.
- c. The ENGINEER will obtain approvals from the various utilities and governmental agencies that include APS, CenturyLink, Cox, SW Gas, and other utilities identified. The ENGINEER will submit plans for review to each agency and assist the agency in resolving utility conflicts.
- d. Underground utilities such as water lines, sewer lines, storm drains, electric, gas, telephone, cable TV, irrigation, etc., that are shown to conflict with the new design, shall be coordinated for relocation. Potholing of existing utilities will be conducted at necessary locations to resolve potential conflicts. An allowance for ten (10) potholes has been included, see attached scope of work from SafeSite Utility Services for more information.
- e. The ENGINEER will provide the CITY a list of conflicts that require potholing for the CITY's approval.
- f. The ENGINEER will be responsible for reviewing relocation plans produced by utility companies to confirm utility conflicts are eliminated and that proposed utility installations conform to the CITY's requirements.
- g. The ENGINEER will request a design Blue Stake to assist with locating existing utilities.
- h. The utility special provisions shall include the following:
 - i. List of utility companies in the area, and contact person's name and telephone number.
 - ii. A statement that there are no conflicts or a statement utility is in conflict.
 - iii. Work to be performed by utility companies during project construction.
 - iv. Completion date or schedule for each utility conflict to be removed by utility company.

- v. Work to be performed for the utility company by the Contractor.
- i. The ENGINEER will coordinate with ADOT's Utility Coordinator to complete the utility clearance letter that is required for bid advertisement.

3. SURVEY

ENGINEER will perform a conventional ground survey that provides comprehensive design level topographic mapping. Roadway centerline controls will be established by locating monuments along streets. Horizontal and vertical control shall be based on NAD83/NAVD88 Datum per City of El Mirage. Topographic data shall be collected electronically with Point Number, Elevation, and Description; all shall be on separate levels. Survey format shall follow CITY's guidelines with cells suitable for plotting at 1"=20' scale. Topographic points and survey control points will be provided in an ASCII points file format, topographic mapping furnished in Microstation format, an electronic DTM file in inroads format, and hard copies of all field notes.

- a. Locate existing monuments and establish control for each roadway within the project limits. The horizontal and vertical accuracy shall be suitable for final design that includes removal and replacement of existing pavement with positive roadway cross slopes.
- b. GPS procedures will be used for the topographic survey.
- c. Prepare base map showing all data derived from the survey.
- d. Cross sections on 121st Avenue shall extend from right-of-way line to right-of-way line and further if existing conditions allow. The cross sections shall begin at Peoria Avenue and extend south to Ramirez Road and will be taken at 25-foot intervals. All driveways will be surveyed to 50' left or right of the roadway centerline.
- e. Cross sections shall include at a minimum, edges of asphalt, edges of concrete, driveways, fences, signs, walls, drainage features, manholes – including inverts, valves – including top of nut elevations, power poles, light poles, junction boxes and any above ground utilities.
- f. Identify and survey any blue staked utilities.
- g. See attached scope of work and fee proposal from Rick Engineering for more information.

4. GEOTECHNICAL INVESTIGATION

ENGINEER shall obtain a permit from the CITY to perform geotechnical investigations for this project. Three test borings 10-feet in depth or prior auger refusal will be taken to determine subsurface conditions and to obtain representative samples for laboratory analyses. Laboratory analyses will determine the existing pavement structural sections and the recommended pavement structural sections based on a collector street classification. Test boring locations will be Blue Staked by a private utility locator. ENGINEER will provide a geotechnical memo of the findings and recommendations for earthwork, pipes, retention basins and pavement structural sections.

Laboratory analyses of representative samples will include.

- a. Moisture Content and Dry Density
- b. Direct Shear
- c. Minus No. 200 Sieve and Plasticity Index
- d. Standard Proctor
- e. Percolation results within the existing basin located on the CITY's Wastewater Treatment Plant.

See attached scope of work and fee proposal from Ninyo & Moore for more information.

5. ROADWAY DESIGN

ENGINEER will prepare roadway plans for the following items.

- a. Asphaltic Concrete Pavement: Existing asphaltic pavement and millings will be removed and the new pavement structural sections recommended by the geotechnical report will be constructed.
- b. Curb and Gutter: New curb and gutter will be installed on both sides of 121st Avenue from the City's wastewater treatment plant to Ramirez Road.
- c. Sidewalks: New concrete sidewalks are not required.
- d. Driveways: New concrete driveways will be provided at access points to properties.
- e. Manholes and Valves: Manholes and valves will be adjusted to finished grade and concrete collars will be constructed around each new or existing valve or manhole that falls within a paved surface.
- f. New pavement markings and signing will be provided to accommodate the proposed improvements.
- g. Cross Sections will be provided at 50-foot intervals.

6. DRAINAGE DESIGN

The ENGINEER will design pavement grades so drainage on 121st Avenue will be conveyed south within the proposed curb and gutter and collected at the Cheryl Drive intersection where it will be carried across 121st Avenue via a new storm drain pipe and discharged into an existing retention basin on the City's Wastewater Treatment Plant property. The SME Steel Contractor's existing basin located on the northwest corner of the Cheryl Drive intersection will remain as currently configured but will have an outlet pipe connected to the new storm drain. Drainage south of Cheryl Drive will be evaluated to determine the best location to capture and convey runoff. No new right-of-way or easements are anticipated for drainage.

An initial and final drainage design memo will be prepared to document existing conditions, proposed improvements, and calculations for pavement spread, inlet size, pipe size and retention basin volumes.

7. WATER, SEWER AND OTHER UTILITY LINES

No new or relocated utilities are required or anticipated with the roadway improvements. Utility adjustments will be required within the new pavement limits. Utility conflicts could be encountered with the new storm drain pipe crossing 121st Avenue at Cheryl Drive that may require relocation. Potholes will be obtained to identify potential conflicts.

8. RIGHT-OF-WAY / EASEMENTS

New ROW and/or easements are not anticipated for this project. New improvements will be constructed within existing CITY ROW. If a temporary construction easement is needed from property owners, the CITY will obtain a right of entry for construction activities. Rick Engineering's proposal includes an allowance budget to prepare ten legal descriptions and exhibits if new right-of-way or easements are needed. Title reports, if needed, will be provided by the CITY.

ENGINEER will coordinate with ADOT's Right-of-Way Coordinator to complete the right-of-way clearance that is needed for bid advertisement.

9. LANDSCAPING / IRRIGATION

New decomposed granite will be installed on both sides of 121st Avenue between back of curb and existing ROW. No other landscape improvements are required. Decomposed granite limits will be shown on the roadway typical sections.

10. ENVIRONMENTAL

The ENGINEER will be responsible for evaluating the environmental components of the project and preparing a Categorical Exclusion (CE) document. The ENGINEER will coordinate with ADOT's Environmental Coordinator to obtain the environmental clearance that is needed to advertise the project. See attached scope of work and fee proposal from Logan Simpson for additional information.

11. STORM WATER POLLUTION PREVENTION PLANS

The ENGINEER will be responsible for preparing erosion control plans to address construction of the proposed improvements.

12. DEMOLITION AND RELOCATION

The ENGINEER will be responsible for the identification of removals and relocations. These will be identified on the plans where appropriate. Clearing and grubbing, pavement removal, drainage pipes and structures are anticipated.

13. TRAFFIC PAVEMENT MARKING / SIGNING

Separate signing and striping plans are not required for this project; any signing and striping improvements or modifications will be shown on the roadway plans.

14. TRAFFIC CONTROL PLAN / CONSTRUCTION PHASING / SEQUENCING

The ENGINEER will be responsible for preparing maintenance of traffic plans for construction and will comply with the most current editions of the City of El Mirage, City of Phoenix, and ADOT Traffic Control requirements. Construction phasing and sequencing requirements will be included as part of the project traffic control plans. The ENGINEER will prepare detailed special provisions that require access to all residents and businesses, and minimize the time access will be unavailable during construction. Emergency access, garbage pickup, and mail delivery will be available at all times.

The CONTRACTOR shall be responsible for obtaining construction permits from the CITY.

15. BIDDING PHASE

ADOT will administer the bidding phase, including the advertisement, bidding and award. The ENGINEER will coordinate with ADOT's Contract and Specifications (C&S) Specialist to ensure plans, specifications, and bid schedule are in the correct format for bid advertisement.

16. SPECIAL PROVISIONS

The ENGINEER will develop Special Provisions for items, details and procedures not adequately covered by MAG Uniform Standard Specifications for Public Works Construction, City of El Mirage Supplements, ADOT Standard Specifications for Road and Bridge Construction and other specifications. Special Provisions and ADOT's stored specifications will be provided at the 60%, 95%, and 100% submittals. Final sealed specifications will be provided for bid advertisement.

17. COST ESTIMATES

The ENGINEER will prepare opinion of probable construction cost estimates at the 60%, 95%, 100%, and Final submittals. The ENGINEER will coordinate with ADOT's C&S Specialist to confirm and/or refine unit pricing based on ADOT's most recent bids. The ENGINEER will provide ADOT C&S a bid schedule for bid advertisement.

18. POST DESIGN SERVICES

ADOT will administer the construction phase of the project. The ENGINEER will provide construction support by reviewing shop drawings, responding to requests for information, requests for clarification, resolving conflicts, and providing general support to the CONTRACTOR.

One representative from the ENGINEER will attend the pre-construction meeting with the CITY, ADOT and CONTRACTOR to discuss the design plans and proposed construction activities. Meeting is anticipated to be two hours in length.

Construction observations will be provided by the ENGINEER with the intent of rendering professional opinions regarding the quality of the completed construction strictly related to ENGINEER'S design scope of work for the project. This task should not be construed to warrant the work of any contractor. One representative from the ENGINEER will attend the project site to observe construction and to discuss and resolve issues or conflicts. Three meetings are anticipated and include preparation and meeting attendance which are estimated to be three hours in length. The ENGINEER will also attend virtual meetings as needed to assist the construction team.

The ENGINEER will review and respond to shop drawing submittals to ensure materials satisfy design requirements.

The ENGINEER will review and respond to request for information (RFI's) and request for clarification (RFC's) that are related to ENGINEER'S design plans.

The ENGINEER will attend a project walk thru and provide a punch list of items that the contractor needs to address to comply with the design documents.

The ENGINEER will prepare record drawings based on CONTRACTOR'S redlined drawings that have been approved by the construction surveyor.

D. COMPENSATION

Compensation will be on a not to exceed basis:

Design Service Fee:	\$143,536.00
<u>Post Design Services Fee:</u>	<u>\$9,440.00</u>
TOTAL =	\$158,976.00

E. ASSUMPTIONS

- a. If needed, the CITY will obtain right-of-entry access from property owners for the geotechnical investigations and CONTRACTOR to reconfigure driveway accesses off of 121st Avenue.
- b. Right-of-Way services are not anticipated, CITY has sufficient right-of-way to complete project. Rick Engineering's fee proposal includes an allowance to prepare two legal descriptions and exhibits if they are needed. If needed, CITY will provide title reports for impacted properties.
- c. Landscaping and irrigation plans are not required or included. Decomposed granite locations will be shown on the typical sections.
- d. Separate signing and striping plans are not required or included. If needed, information will be shown on the roadway plans.
- e. Traffic signal work and street lighting are not required or included. A traffic report is not required.
- f. New sewer, water or reclaimed water line designs are not required or included.
- g. Drainage is assumed to flow in a south to north direction and can be conveyed, intercepted and discharged east at the Cheryl Drive intersection. New storm drain systems and/or retention basins are not required or included south of Cheryl Drive.
- h. CONTRACTOR shall be responsible for obtaining permits from the CITY and/or ADOT.
- i. Public outreach is not required or included.
- j. No improvements are needed on Ramirez Road west of 121st Avenue.
- k. No improvements are needed at the Peoria Avenue intersection.
- l. Construction Administration Services are not required or included.
- m. Plans can be prepared by referencing MAG details. MAG or ADOT details do not need to be included in the plan set.
- n. ADOT will assist with all clearances and advertise the project.
- o. 121st Avenue and Varney Road projects will be designed concurrently and combined into one bid package for advertisement. In addition, project site visits and efforts for geotechnical, environmental, and pothole investigations will be combined for both projects. If 121st Avenue and Varney Road are not designed at the same time and/or constructed on the same schedules, engineer and subconsultants reserve the right to revisit design and post design fees.

EXHIBIT B
 NFra Inc.
 Client: City of El Mirage
 Project: 121st Avenue Roadway Improvements
 TIP / STIP No. ELM23--230 and ELM24-000
 Design Cost Proposal

FIGURES ROUNDED TO THE NEAREST DOLLAR

ESTIMATED DIRECT LABOR (DESIGN SERVICES)

Classification	Estimated Labor Hours	Avg. Hourly Rate	Labor Cost
Project Manager	65	\$220.00	\$14,300
Senior Project Engineer	257	\$190.00	\$48,830
Designer/Technician	208	\$120.00	\$24,960
	<u>530</u>	Total Estimated Labor - NFra	<u><u>\$88,090</u></u>

ESTIMATED DIRECT EXPENSES

Mileage (3 Trips x 55 Miles @ \$0.67/mile)	<u>\$111</u>
Total Estimated Expenses - NFra	<u><u>\$111</u></u>

ESTIMATED DIRECT LABOR (SUBCONSULTANTS)

Logan Simpson (Environmental)	\$26,403
Ninyo & Moore (Geotechnical)	\$9,000
Rick Engineering (Survey)	\$5,875
Rick Engineering (Legal Descriptions & Exhibits - Allowance)	\$7,000
Safe Site Utility Services, LLC (Potholing - 10 Holes)	\$13,057
Total Estimated Subconsultant Labor	<u><u>\$61,335</u></u>

SUBTOTAL DESIGN SERVICES \$149,536

ESTIMATED DIRECT LABOR (POST DESIGN SERVICES)

Classification	Estimated Labor Hours	Avg. Hourly Rate	Labor Cost
Project Manager	12	\$220.00	\$2,640
Senior Project Engineer	32	\$190.00	\$6,080
Designer/Technician	6	\$120.00	\$720
	<u>50</u>	Total Estimated Labor - NFra	<u><u>\$9,440</u></u>

SUBTOTAL POST DESIGN SERVICES \$9,440

CITY CONTROLLED DESIGN ALLOWANCE \$0

LUMP SUM TOTAL \$158,976

Randy Wymuch

CONSULTANT SIGNATURE

8/20/2024

DATE

Exhibit B
NFra Inc.
Client: City of El Mirage
Project: 121st Avenue Roadway Improvements
El Mirage Project No. ELM23-230 and ELM24-000
Design Cost Proposal

	A	B	C	D	E	F	G
1	121st Avenue Roadway Improvements	NO. SHTS.	HRS/SHT	TOTAL HOURS	Project Manager	Senior Project Engineer	Designer / Technician
2							
3	DESIGN SERVICES						
4	Roadway Plans						
5	Cover Sheet / Key Map / Sheet Index / Utility Contacts	1	3	3	0	1	2
6	General Notes and Legend Sheets	4	1	3	0	1	2
7	Quantity Summary Sheet	1	4	4	0	2	2
8	Typical Sections / PSS Sheet	1	13	13	1	6	6
9	Geometric Control Sheet	1	6	6	0	2	4
10	Detail Sheet	1	16	16	2	6	8
11	Intersection Grading Sheets	2	10	20	2	8	10
12	Roadway Plan and Profile Sheets	6	30	180	10	80	90
13	Drainage Plan and Profile Sheets	2	14	28	4	14	10
14	Waterline Relocation Plan and Profile Sheet (Cheryl Drive)	1	12	12	2	8	2
15	Traffic Control Plan / Construction Phasing / Sequencing Sheets	3	15	44	4	16	24
16	SWPPP Plan and Detail Sheets	3	8	24	2	8	14
17	Roadway Plans Subtotal	26	13.6	353	27	152	174
18							
19	Miscellaneous Items						
20	General Administration	NA	NA	6	6	0	0
21	Research / Data Collection / Design Bluestake / Record Drawings	NA	NA	8	2	4	2
22	Subconsultant Coordination for Design and Environmental Clearance	NA	NA	5	2	3	0
23	Scoping / Kickoff / Progress / Comment Resolution Meetings (8)	NA	NA	20	4	12	4
24	Utility Coordination / Utility Clearance Letter	NA	NA	20	2	8	10
25	Drainage Report with Calculations	NA	NA	54	6	36	12
26	Quantities / Estimates / Bid Schedule (ADOT Format)	NA	NA	10	2	8	0
27	Specifications - ADOT Format - Coordination with ADOT C&S	NA	NA	46	8	32	6
28	QA / QC	NA	NA	8	6	2	0
29	Miscellaneous Items Subtotal			177	38	105	34
30							
31	TOTAL DESIGN SERVICES	26	20.4	530	65	257	208
32							
33	POST DESIGN SERVICES						
34	General Administraton	0	NA	2	2	0	0
35	Pre Construction Meeting	0	NA	1	0	1	0
36	Opinions and Milestone Observations + Site Visits (3)	0	NA	6	2	4	0
37	Contractor, ADOT and City Coordination	0	NA	8	2	6	0
38	Shop Drawing Reviews	0	NA	13	2	9	2
39	Review RFI's / RFC's	0	NA	8	2	6	0
40	Virtual Meetings with ADOT and City	0	NA	4	2	2	0
41	Project Completion Walk Thru / Punch List	0	NA	2	0	2	0
42	Preparation of Record Drawings	0	NA	6	0	2	4
43	TOTAL POST DESIGN SERVICES			50	12	32	6



L O G A N S I M P S O N

May 29, 2024

Randy Weyrauch, PE
Transportation Engineer
NFra Inc.
77 East Thomas Road, Suite 200
Phoenix, AZ 85012

Re: Contract No. 2022-006.09
ADOT Project Development On-Call
ADOT TRACS No. T0400
Federal Aid No. CMAQ-ELM-0(212)T
El Mirage 121st Avenue, Ramirez Road to Peoria Avenue
Logan Simpson Project No. 2330279C215580B

Dear Randy Weyrauch:

Logan Simpson is pleased to submit this Scope of Work and Fee Estimate for the anticipated work to complete the environmental clearance and associated technical resources reports for the above-referenced project. Fieldwork for this project have been combined with another City project (Varney Road, Dysart Road to El Mirage Road).

The Environmental Planner in our office that has been assigned to this project is Marshall Hayes. Should you have any questions please do not hesitate to contact Marshall at (480) 967-1343 or via e-mail at mhayes@logansimpson.com. We look forward to working with you on this project.

Sincerely,

Patricia R. McCabe
Principal Environmental Planner

Attachments: (1) Scope of Work; (2) Task Order Worksheet; (3) Derivation of Fee; and (4) Terracon Scope of Work

EXHIBIT C



SCOPE OF WORK

121ST AVENUE, RAMIREZ ROAD TO PEORIA AVENUE
LOGAN SIMPSON PROJECT NO.: 2330279C215580B

GENERAL

The City of El Mirage (City), in coordination with the Arizona Department of Transportation (ADOT) is planning a roadway improvement project on approximately 0.5 mile of 121st Avenue within Maricopa County, Arizona. The project begins at Ramirez Road and extends north to Peoria Avenue. The project also includes drainage improvements such as catch basins and culverts. Logan Simpson will prepare documentation based on a 300-foot-wide project area extending 0.5 mile.

The project will be constructed within the existing City right-of-way (ROW). However, new ROW and temporary construction easements may be needed. Logan Simpson assumes a contractor use area for parking, staging, and stockpiling would be within the project area and that no separate staging areas would be needed. Temporary lane closures and the use of flaggers to direct traffic may be needed. No detours are anticipated to be needed.

Logan Simpson will conduct environmental investigations and prepare technical resource documentation to support the National Environmental Policy Act (NEPA) compliance for the project. It is anticipated that a Categorical Exclusion (CE) is the appropriate level of NEPA documentation for the project. The CE is anticipated to be prepared by ADOT Environmental Planning (EP) in the CE Checklist format in accordance with 23 U.S.C. 326 and a Memorandum of Understanding dated January 4, 2021, as executed by the Federal Highway Administration (FHWA) and ADOT. It is anticipated that ADOT EP will also prepare the Environmental Commitments and that ADOT will coordinate any necessary reviews of the draft CE Checklist with the City and other ADOT EP staff.

The following activities are excluded from this Scope of Work:

- ▶ Preparation of a Project Data and Field Review Form
- ▶ Preparation of the CE Checklist or Environmental Commitments
- ▶ Public meeting attendance
- ▶ Preparation of environmental considerations
- ▶ Flagging of cultural resources sites for avoidance; inventory of traditional cultural properties; separate historic road documentation; preparation of Section 106 agreement documents or treatment plans; or archaeological monitoring, testing, and/or data recovery
- ▶ Preparation of a detailed Biological Evaluation or Biological Assessment
- ▶ Formal Section 7 consultation with the US Fish and Wildlife Service (USFWS)
- ▶ Management Indicator Species Report or Migratory Bird Analysis Report
- ▶ Species-specific surveys
- ▶ Wild and scenic river coordination
- ▶ No business demographic surveys will be required.
- ▶ Sole source aquifer coordination with the US Environmental Protection Agency
- ▶ Clean Water Act Section 404 jurisdictional delineation, individual permit, or pre-construction notification for project construction. If during the design of the project it is determined that

EXHIBIT C

Logan Simpson Scope of Work
El Mirage 121st Avenue, Ramirez Road to Peoria Avenue
May 29, 2024
Page 2

jurisdictional washes will be impacted, a Section 404 permit will be required and a modification to this scope of work will be necessary

- ▶ Clean Water Act Section 401 Individual Water Quality Certification for project construction
- ▶ Visual resources field visit, coordination, visual technical analysis or report, or simulations
- ▶ Natural Resources Conservation Service Farmland Conversion Impact Rating Corridors form
- ▶ Section 4(f) resources summary, consultation letters or Individual Section 4(f) evaluation document
- ▶ Phase I Environmental Site Assessment or hazardous materials monitoring
- ▶ Separate geotechnical clearance
- ▶ Quantitative noise or air analyses
- ▶ Environmental Justice Evaluations

If, at any time, ADOT determines that an Environmental Assessment or Environmental Impact Statement is required, Logan Simpson will submit a Task Order Revision to this Scope of Work. If any work is necessary outside of the project area, a Task Order Revision will be needed.

TASK 1. KICK-OFF MEETING

One Logan Simpson staff member will prepare for and attend a virtual project kick-off meeting. It is assumed that the meeting will be 2 hours in duration. Logan Simpson will provide NFra with an environmental summary from the meeting for incorporation into the overall meeting notes prepared by NFra or ADOT.

TASK 2. HAZARDOUS MATERIALS

Terracon, as a subconsultant to Logan Simpson, will prepare a Preliminary Initial Site Assessment (PISA) and Lead-Based Paint and Asbestos reports (refer to attached Terracon Scope of Work). The PISA will consist of a records search and site visit to determine if hazardous materials concerns are located within the project area. Logan Simpson will review the report and provide any edits to Terracon for revision prior to submitting to NFra and ADOT. Any mitigation measures for the project identified in the PISA will be included by ADOT EP in the Environmental Commitments, as needed.

TASK 3. PUBLIC AND AGENCY SCOPING

Public and agency scoping will be conducted in accordance with ADOT EP Guidelines for Agency and Public Scoping for Projects with Categorical Exclusions and Biological Scoping Guidelines (May 2021). Logan Simpson will prepare and submit draft public and agency scoping letters and the distribution list to NFra and ADOT for review and approval. The scoping letters will be prepared on City letterhead with City signature. Preparation of the scoping letters will occur following team approval of the project description. Logan Simpson will prepare the list of agencies according to ADOT EP guidelines. The public mailing list will be prepared based on landowners adjacent to the project area using Maricopa County assessor data.

Prior to mailing, electronic copies of the draft scoping letters and distribution lists will be provided to the City for review. Upon addressing City edits, Logan Simpson will provide the materials to the ADOT EP

EXHIBIT C

Logan Simpson Scope of Work
El Mirage 121st Avenue, Ramirez Road to Peoria Avenue
May 29, 2024
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NEPA planner assigned to this project for their review and approval. Following incorporation of up to two rounds of review comments, Logan Simpson will mail the approved public and agency scoping letters and assumes no more than 40 letters will be mailed. Logan Simpson will coordinate with ADOT, City and NFra regarding comments received from agencies and will provide up to 3 comment responses via phone or email. Logan Simpson will provide a record of all scoping materials to ADOT EP, City, and NFra for the project record.

TASK 4. CULTURAL RESOURCES

This project uses federal funds administered by the FHWA; therefore, it is considered a federal undertaking subject to compliance with Section 106 (54 USC § 306108) of the National Historic Preservation Act (NHPA; 54 USC § 300101 *et seq.*) and its implementing regulations (36 CFR Part 800). ADOT is serving on behalf of the FHWA as the lead federal agency responsible for Section 106 compliance, per the 2020 Programmatic Agreement (PA) regarding implementation of Federal-Aid Transportation Projects in the State of Arizona. The area of potential effect (APE) for this undertaking encompasses the 0.5-mile long and 300-foot-wide project segment of the 121st Avenue within the NW $\frac{1}{4}$ of Section 25, Township 3 North (T3N), Range 1 West (R1W). Due to the involvement of City-owned ROW easement, the undertaking is also subject to compliance with the Arizona Antiquities Act (AAA; ARS § 15-1631, ARS § 41-841 *et seq.*), as administered by the Arizona State Museum (ASM).

Logan Simpson will complete a Class III (intensive, pedestrian) cultural resources survey to identify National Register of Historic Places (NRHP) and Arizona Register of Historic Places (ARHP)-eligible and listed properties in the APE and assess any effects the undertaking may have on historic properties. Tasks associated with the effort will include (1) performing a Class I records search; (2) conducting the Class III field survey; (3) preparation of a draft technical report with a Section 106 consultation cover letter; and (4) project curation. Logan Simpson's key personnel involved with the undertaking will meet the Secretary of the Interior's Professional Qualifications for Archaeology and will include individuals listed as qualified Principal Investigator (PI) and Project Director (PD) on Logan Simpson's AAA blanket permit for non-collection archaeological survey of state land.

Task 4.1. Class I Records Search

Prior to field survey Logan Simpson will complete a Class I cultural resources records search for the APE and a surrounding $\frac{1}{2}$ -mile buffer area (the "study area," collectively). Based on landownership in the study area, the records review will virtually examine relevant records from the National Register Information System, an online database of properties that have been listed on the NRHP; AZSITE, an online database of documented cultural resources within the state; and the ADOT Historic Preservation Team (HPT) online portal. The $\frac{1}{2}$ -mile buffer area includes land managed by the Bureau of Land Management (BLM). Therefore, relevant project and site records also will need to be obtained through an in-person or virtual appointment with the BLM Hassayampa Field Office in Phoenix. In addition, historical documents, such as General Land Office (GLO) and United State Geologic Survey (USGS) maps as well as Flood Control District of Maricopa County (FCDMC) historical aerials, will be evaluated for potentially undocumented cultural properties. The results of the records research will help guide the field survey (Task 4.2) and will be summarized in the technical report (Task 4.3).

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Task 4.2. Class III Field Survey

Preliminary research suggests that the APE has not been previously surveyed for cultural resources. The APE is located within a heavily developed industrial area, and most of the roadway is paved. Even so, ground surface is accessible in a few locations along the edges of the road and along the southernmost 500 feet of the APE (although it appears to be disturbed on aerial photographs). Logan Simpson will conduct a Class III cultural resources survey of areas within the APE where the ground surface is accessible. The survey will be conducted under the terms and conditions of our ASM-issued AAA blanket permit for non-collection survey on state land (including municipal land) in Arizona. All cultural resources identified during survey will be evaluated according to the ASM site criteria, as defined in the 1995 Revised Site Definition Policy. If present, cultural resources meeting ASM site criteria will be documented according to standards outlined in the ASM site-recording manual, which is accepted by SHPO. For each cultural resources site, the field crew will complete the ASM site form and produce a detailed site map; describe all site attributes, such as features and environment in detail; conduct an intensive in-field analysis of artifacts; and photograph the site area and environment, surface features, diagnostic artifacts, and any areas of disturbance. All cultural resources sites within the APE will be evaluated for NRHP/ARHP-eligibility based on their integrity and significance under the four criteria outlined in 36 CFR 60 and per guidelines presented in National Register Bulletin 15, *How to Apply the National Register Criteria for Evaluation*. As such, all cultural resources will be evaluated based on an appropriate time-place-theme historic context.

Based on preliminary research, few cultural resources sites have been documented in the previously surveyed areas in the APE vicinity. Furthermore, the APE does not appear to have encompassed any buildings or structures prior to circa 1990s. Construction of 121st Avenue occurred sometime after 1988. Therefore, it is expected that no new sites or historic resources will be documented within the accessible areas of the APE.

Task 4.3. Technical Report and Cover Letter

Upon completion of the Class III survey, and assuming no cultural resource sites or historic properties are identified during fieldwork, Logan Simpson will prepare a draft report using the SHPO Survey Report Summary Form (SRSF) format. This document will summarize the method and results of the Class I and III inventories and provides cultural resources management recommendations for the undertaking. We anticipate submitting the draft SRSF to the client within approximately 15 business days after completing the survey fieldwork. Logan Simpson will revise the SRSF based on reviewer comments from ADOT, SHPO, and ASM. Following formal acceptance of the SRSF, the final SRSF will be provided to the client for their project's compliance requirements and curated with the ASM (see below).

The draft technical report and consultation letters will be submitted electronically to ADOT for review within 30 calendar days from the end of Class III field survey. Logan Simpson will address all comments and submit revised electronic copies of the report and cover letter to ADOT; ADOT will be responsible for submitting the report and letter to consulting agencies and Tribes and tracking all responses. Comments from the reviewing parties will be addressed within two weeks of receipt of all comments. Logan Simpson will provide final electronic copies of the report and updated consultation letters to ADOT for distribution to consulting agencies and Tribes.

EXHIBIT C

Logan Simpson Scope of Work
El Mirage 121st Avenue, Ramirez Road to Peoria Avenue
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Task 4.4. Project Curation

Following formal acceptance of the report, Logan Simpson will prepare the report and other project documents for curation in perpetuity at ASM. Note that ASM charges a mandatory registration fee for all projects, plus additional fees for documentation and digital curation. We estimate the ASM fee to be approximately \$500, although a formal quote request will be submitted following receipt of a notice to proceed to determine the actual fee.

CULTURAL ASSUMPTIONS:

- Fieldwork for this project will be conducted concurrently with a nearby City project (Varney Road, Dysart Road to El Mirage Road)
- The APE and/or study area as defined above will not change; no new ROW or temporary construction easements will be needed.
- In-person records check at ASM ARO will not be required.
- A record of consultation and concurrence for each previous project and cultural resource will not be tabulated as part of the Class I inventory or provided to HPT.
- No archival research is scoped for this effort, including research at local historical societies and/or repositories.
- ADOT will not require site flagging.
- No Section 4(f) analysis is necessary for cultural resources.
- The Class I and/or Class III effort will not include identification or evaluation of any historic state highway system (e.g., I-17).
- Historic building/structure/district inventory and evaluation is not included. This also excludes evaluation of a potential historic commercial district or historic streetscape for which sidewalks and other features may be contributors.
- No cultural resources sites or historic properties will be identified and documented during the Class III survey. If any cultural resources sites or historic properties are identified and require documentation, a contract modification will be required to address the additional labor and registration fees.
- Land ownership within the APE is assumed to be City and private. Logan Simpson is not responsible for obtaining private rights-of-entry or notifying property owners prior to survey.

TASK 5. BIOLOGICAL RESOURCES

Logan Simpson will prepare a Biological Evaluation Short Form (BESF) for this project. Logan Simpson will utilize the Arizona Game and Fish Department (AGFD) On-line Environmental Review Tool report and USFWS Information, Planning, and Conservation (IPaC) species list that have been provided by ADOT EP; access online and GIS-based natural resource data to obtain current information regarding threatened and endangered (T&E) species occurrences in the project area; and document the absence of suitable habitat for T&E species in the BESF. A site visit will be conducted to accurately depict the current ground conditions. The site visit will be conducted concurrently with a nearby City project (Varney Road, Dysart Road to El Mirage Road); costs for both investigations is included under this scope and fee.

EXHIBIT C

Logan Simpson Scope of Work
El Mirage 121st Avenue, Ramirez Road to Peoria Avenue
May 29, 2024
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An electronic copy of the draft report will be provided to the City and ADOT EP; following incorporation of up to two rounds of review comments from ADOT EP, an electronic copy of the final report will be provided to ADOT EP for approval.

We are assuming at this time that no detailed species analysis or species-specific surveys will be required. If any TES species need to be evaluated in detail (i.e., in a Biological Evaluation), or a request for species-specific surveys is made, a Task Order Revision to this Scope of Work will be necessary.

TASK 6. PROJECT MANAGEMENT, COORDINATION, AND MEETINGS

In addition to the kick-off meeting addressed in Task 1, one Logan Simpson staff member will prepare for and attend up to four, 1-hour progress meetings anticipated to occur via teleconference. Logan Simpson will review design plans for compliance and prepare the scope of work description for ADOT's completion of the CE checklist. Logan Simpson will provide ADOT EP with copies of environmental compliance documentation for the CE, as needed (e.g., project description, biological document, and hazardous materials reports). Logan Simpson will provide ADOT, City, and NFra with schedule updates and project coordination efforts over the course of the 6-month NEPA process, and will coordinate with ADOT EP. Logan Simpson will also assist with coordination efforts to determine ground disturbance and the need for a stormwater pollution prevent plan (SWPPP) which would be needed if ground disturbance exceeds one acre. If project coordination efforts for the project exceed this estimation, a Task Order Revision will be necessary. At the completion of the project, Logan Simpson will complete project close out and submit records to NFra, City, and ADOT.

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El Mirage 121st Avenue, Ramirez Road to Peoria Avenue
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Exhibit A.



EXHIBIT C



Logan Simpson Design Inc.
 Project Name: El Mirage 121st
 Avenue, Ramirez Road to Peoria
 Avenue
 LSD # 2330279C215580B
 Date: 5/29/2024
 PM: Marshall Hayes
 Math check done by:

Tasks	Environmental Planner/ Scientist, Sr.	Sr. Biologist	Archaeologist-Sr.	Archaeologist	Associate Archaeologist	Cultural Principal Investigator	GIS Analyst/ Technician-Sr.	GIS Analyst/ Technician	Subtotal Hours	Subtotal Costs	Direct Expenses				Total Labor and Exp.
											Mileage	ASM fee	Terracon	Total	
Task 1. Kick-off Meeting											0.655	500.000	6,487.150		
Prepare for and attend 2 hour virtual meeting	3		0						3	\$ 524.28				\$ -	\$ 524.28
Nlra	2		0						2	\$ 349.52				\$ -	\$ 349.52
Subtotal Task 1 Labor	5	0	0	0	0	0	0	0	5	\$ 873.80	0	0	0	\$ -	\$ 873.80
Task 2. Hazardous Materials															
Terracon prepares PISA, LBP, and ACM reports	0		0						0	\$ -			1	\$ 6,487.15	\$ 6,487.15
Logan Simpson review	2		0						2	\$ 349.52				\$ -	\$ 349.52
Subtotal Task 2 Labor	2	0	0	0	0	0	0	0	2	\$ 349.52	0	0	1	\$ 6,487.15	\$ 6,836.67
Task 3. Public and Agency Scoping															
Prepare public and agency scoping letters	10		0						10	\$ 1,747.60				\$ -	\$ 1,747.60
Prepare mailing lists	4		0						4	\$ 699.04				\$ -	\$ 699.04
Mailings	4		0						4	\$ 699.04				\$ -	\$ 699.04
Subtotal Task 3 Labor	18	0	0	0	0	0	0	0	18	\$ 3,145.68	0	0	0	\$ -	\$ 3,145.68
Task 4. Cultural Resources															
Coordination/permitting/meetings	0		0	4		4			8	\$ 739.08				\$ -	\$ 739.08
Mobization/Demobilization	0		0	2	2			2	6	\$ 431.78				\$ -	\$ 431.78
Background inc BLM	0		0	12			1	4	17	\$ 1,354.13	44			\$ 28.82	\$ 1,382.95
Travel	0		0	11	1				2	\$ 139.38	64			\$ 41.92	\$ 181.30
Survey	0		0	8		8			16	\$ 1,115.04				\$ -	\$ 1,115.04
Site Recording n/a	0		0						0	\$ -				\$ -	\$ -
Draft Report SRSF	0		0	16		4		4	24	\$ 1,809.04				\$ -	\$ 1,809.04
QAQC	0		5			4	2		11	\$ 1,186.42				\$ -	\$ 1,186.42
Final Report SRSF	0		0	4				2	6	\$ 468.18				\$ -	\$ 468.18
Compliance	0		0	6		1		2	9	\$ 731.74		1		\$ 500.00	\$ 1,231.74
Subtotal Task 4 Labor	0	0	5	53	15	9	3	14	99	\$ 7,974.79	108	1	0	\$ 570.74	\$ 8,545.53
Task 5. Biological Resources															
Site Visit + prep	0	8	0						8	\$ 872.88	64			\$ 41.92	\$ 914.80
BESF, QAQC	0	16	0				1		17	\$ 1,848.38				\$ -	\$ 1,848.38
Coordination	0	2	0						2	\$ 218.22				\$ -	\$ 218.22
Subtotal Task 5 Labor	0	26	0	0	0	0	1	0	27	\$ 2,939.48	64	0	0	\$ 41.92	\$ 2,981.40
Task 6. Project Management, Coordination, and Meetings															
Attend up to 4 (1-hr) virtual progress meetings	5		0						5	\$ 873.80				\$ -	\$ 873.80
Schedule and status updates, design plan review	18		0						18	\$ 3,145.68				\$ -	\$ 3,145.68
Subtotal Task 6 Labor	23	0	0	0	0	0	0	0	23	\$ 4,019.48	0	0	0	\$ -	\$ 4,019.48
Subtotal Labor Hours	48	26	5	53	15	9	4	14	174	\$ 19,302.75	172	1	1	\$ 7,099.81	\$ 26,402.56
Subtotal Labor Costs	\$8,388.48	\$2,836.86	\$557.30	\$4,175.88	\$908.85	\$953.82	\$410.42	\$1,071.14	174	\$19,302.75	\$ 112.66	\$ 500.00	\$ 6,487.15	\$ 7,099.81	\$ 26,402.56

Labor	\$ 19,302.75
Expenses	\$ 7,099.81
Total Fee	\$ 26,402.56



PROJECT NAME: El Mirage 121st Avenue, Ramirez Road to Peoria Avenue

FIRM: Logan Simpson Design Inc.
DBE STATUS: No
DATE: 5/29/2024

CONTRACT NO.: 2022-006
TRACS NO.: T0400
TASK NO.:
REVISION NO.:
LSD PROJECT NO.: 2330279C215580B

DERIVATION OF COST PROPOSAL SUMMARY

ESTIMATED DIRECT LABOR

<u>CLASSIFICATION</u>	<u>ESTIMATED LABOR HOURS</u>	<u>AVG. HOURLY RATE</u>	<u>LABOR COSTS</u>
Environmental Planner/ Scientist, Sr.	48.0	\$ 64.71	\$3,106.08
Sr. Biologist	26.0	\$ 40.40	\$1,050.40
Archaeologist-Sr.	5.0	\$ 41.27	\$206.35
Archaeologist	53.0	\$ 29.18	\$1,546.54
Associate Archaeologist	15.0	\$ 22.44	\$336.60
Cultural Principal Investigator	9.0	\$ 39.25	\$353.25
GIS Analyst/ Technician-Sr.	4.0	\$ 38.00	\$152.00
GIS Analyst/ Technician	14.0	\$ 28.33	\$396.62
TOTAL LABOR HRS.	174.0		
TOTAL ESTIMATED LABOR			\$7,147.84
NEGOTIATED OVERHEAD-% of Estimated Labor		145.50%	\$10,400.11
		PAO 22.07	
SUB-TOTAL DIRECT LABOR			<u>\$17,547.95</u>

ESTIMATED DIRECT EXPENSES

			<u>ACTUAL COST</u>
Mileage Per ADOT Travel Policy	172	\$ 0.655	\$112.66
ASM fee	1	\$ 500.00	\$500.00
SUB-TOTAL ESTIMATED EXPENSES			<u>\$612.66</u>

ESTIMATED OUTSIDE SERVICES

	<u>COST</u>
Terracon Consultants Inc.	\$6,487.15
SUB-TOTAL ESTIMATED OUTSIDE SERVICES	<u>\$6,487.15</u>

TOTAL ESTIMATED COST TO CONSULTANT

FIXED FEE = (Direct Labor + Overhead) X Multiplier 10% **\$24,647.76**
\$1,754.80

TOTAL ESTIMATED COST

\$26,402.56

Signature

5/29/2024

Date



**MANDATED PROGRAMS
RATE AND FEE SCHEDULE**

Section 1. Services Offered

a. State-Mandated Services

Service	Business Days to Complete	Type of Cost Applied
Arizona Antiquities Act Permit Issuance		
Project-specific	20	-
Blanket	20	-
Arizona Antiquities Act Permit Compliance Review	20	Hourly Rate
Burial Discovery Agreement Issuance		
Project-specific	60-90	-
Standard	20	-
General	20	-
Burial Discovery Agreement Compliance Review		
Any portion of project area on State land	20	Hourly Rate
Project area entirely on Private land	20	-
Project Registration	20	Hourly Rate, Fee (in-perpetuity curation)
Repository Services Agreement	20	Hourly Rate
Project Director/Principal Investigator Review	20	Hourly Rate
Request an ASM Site Number	20	Hourly Rate

b. Value-Added Services

Service	Business Days to Complete	Type of Cost Applied
Archaeological Records Office		
Document Request	10-20	Hourly Rate
Records Research for Archaeologists	Customized schedule	Hourly Rate
Cultural Resources Summary Letter for Non-archaeologists	20	\$500.00 Fee
Repatriation Office		
Consultation Regarding Human Remains Discovery	Customized schedule	Hourly Rate, Fee
Burial Excavation and Documentation	Customized schedule	Hourly Rate

Section 2. Rates and Fees

a. Rates

Hourly rates as established by A.R.S. § 15-1631 (as amended) and are subject to change through the process described in Arizona Board of Regents rules implementing A.R.S. § 15-1631 (as amended).

Service Provider Level	Hourly Rate
Assistant	\$38.00
Specialist	\$83.00
Professional	\$125.00

b. Fees: In-perpetuity Curation

In-perpetuity Curation Fees as established by A.R.S. § 15-1631 (as amended) and are subject to change through the process described in Arizona Board of Regents rules implementing A.R.S. § 15-1631 (as amended).

Type	Cost per unit
One half cubic foot box of artifacts	\$613.00



**MANDATED PROGRAMS
RATE AND FEE SCHEDULE**

One linear inch of documentation \$66.50

Section 3. Services that can be Expedited

Service	Business Days (*denotes expedited fee)	
	5*	6-10*
Burial Discovery Agreement ^o		
Standard	\$3,000.00	\$2,000.00
General	\$2,000.00	\$1,000.00
Project area located entirely on Private land	\$2,000.00	\$1,000.00
^o We are no longer able to offer Project-specific Burial Discovery Agreements as an expedited service until further notice.		
Arizona Antiquities Act Project Specific Permit		
General work plan	\$1,000.00	\$750.00
Arizona Antiquities Act Blanket Permit	\$1,000.00	\$750.00
Repository Agreement	\$1,000.00	\$750.00
Request an ASM Site Number		
1-5 ASM site numbers	\$350.00	\$200.00
6-15 ASM site numbers	\$700.00	\$400.00
16-30 ⁺ ASM site numbers	\$1050.00	\$600.00
⁺ No expedition is available for projects with 31 or more sites.		
Cultural Resources Summary Letter for Non-archaeologists	\$1,000.00	\$750.00
	Business Days (*denotes expedited fee)	
Service	6-10*	11-15*
Arizona Antiquities Act Project Specific Permit		
Project specific Work Plan	\$2,000.00	\$1,000.00

Section 4. Please Note

- a. All services offered by the ASM must be requested through the ASM Request Quote for Services website: <https://asmquoterequest.oasis-prod.arizona.edu/ASM/quoterequest/>
- b. See the FAQ, available on the ASM website, for more information regarding services offered by the ASM: <https://statemuseum.arizona.edu/crm/questions>
- c. Contact the AZSITE manager for information regarding AZSITE services: <https://statemuseum.arizona.edu/crm/azsite>
- d. A business day is defined as any day, Monday-Friday, 8am-4pm, excluding University of Arizona holidays. Communications sent after 4pm, Monday-Friday will be answered on the next business day. See the University of Arizona website for scheduled holidays: https://hr.arizona.edu/sites/default/files/hr/employees-affiliates/Benefits/Holidays_2019-2024.pdf



**MANDATED PROGRAMS
RATE AND FEE SCHEDULE**

e. ASM provides a scope-dependent quote, based on the variables reported in the ASM Request Quote for Services website. The quoted amount for services charged at an hourly rate is based on historical data identifying the average amount of time it takes ASM personnel to complete each task in the service, the necessary staff classification to complete each task, and the appropriate hourly service rate thereof. These data are not subject to change through the process described in Arizona Board of Regents rules implementing A.R.S. § 15-1631 (as amended) and can be adjusted based on increased efficiencies or developing needs.

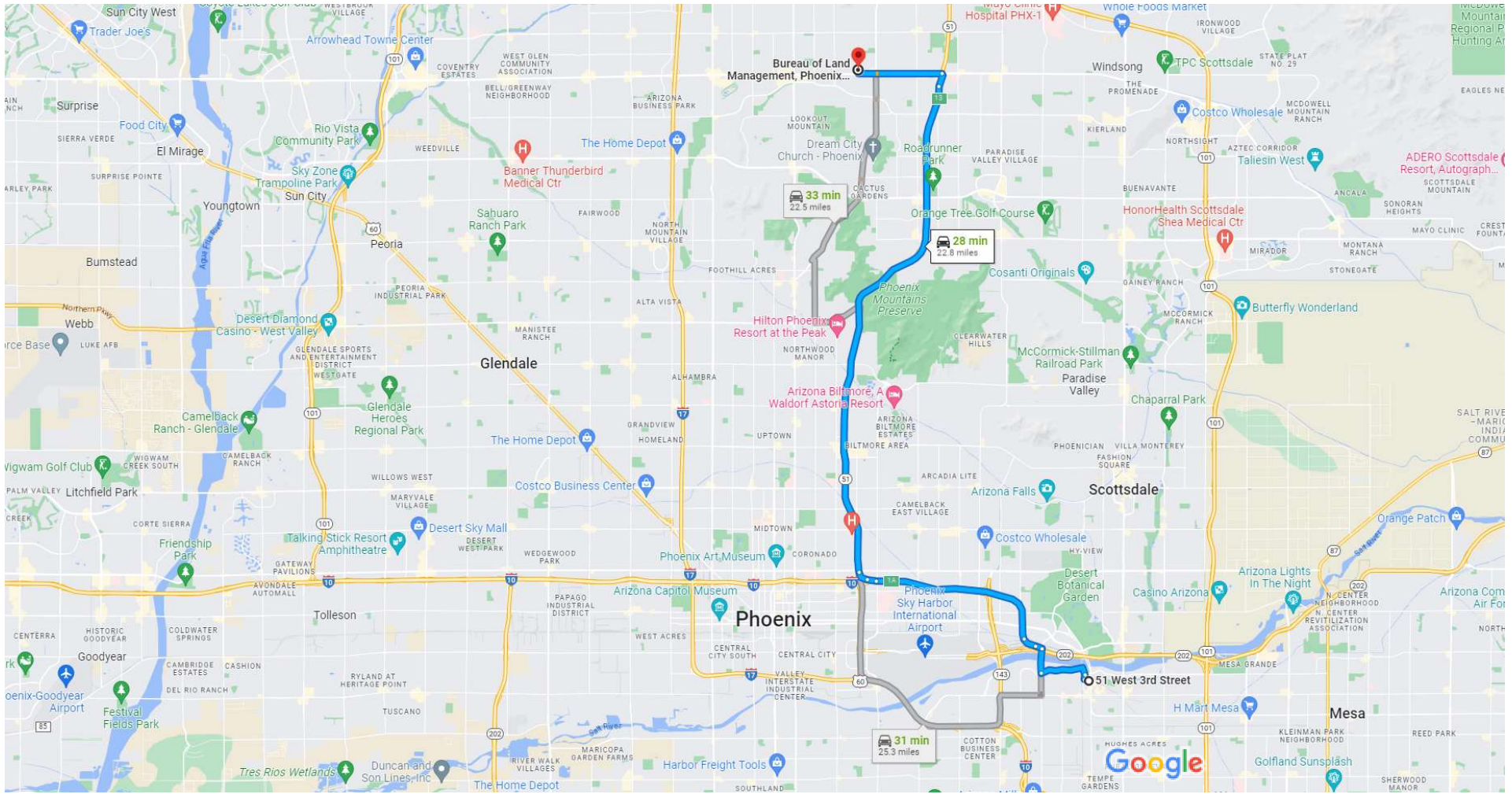
f. Timelines for quotes, invoices, receiving payment, scheduling services:

- All quote requests submitted to the ASM Request Quote for Services website are reviewed by ASM personnel for compliance with Arizona Antiquities Act. The quote is emailed to the requestor within two business days, unless feedback is necessary. If a Value-added service is requested, the customized quote may require more than two business days to complete. Once the quote is approved, an invoice is issued within two business days of quote approval.
 - Credit Card Payments that are received before 4pm MST (Arizona Time) on regular business days will be posted the day they are received. Credit Card Payments received after 4pm MST (Arizona Time), will be posted on the next regular business day. Check payments are posted the same business day received in the RII Business Center.
 - ASM services are scheduled once payment and all appropriate forms are received. If an expedited service has not been selected, services are usually delivered within 20 business days.
-

EXHIBIT C



51 W 3rd St, Tempe, AZ 85281 to Bureau of Land Management, Phoenix District Office Drive 22.8 miles, 28 min
and Hassayampa/Lower Sonoran Field Offices, 2020 E Bell Rd, Phoenix, AZ 85022



Map data ©2023 Google 2 mi

51 W 3rd St
Tempe, AZ 85281

Get on AZ-202/AZ-202 Loop W in Phoenix from W Rio Salado Pkwy and N Priest Dr

EXHIBIT C

- ↑ 1. Head west on W 3rd St toward Ash Ave ^{6 min (2.6 mi)}
_____ 0.1 mi
- ↪ 2. Turn right onto Ash Ave
_____ 0.1 mi
- ⤵ 3. At the traffic circle, continue straight onto W Rio Salado Pkwy
_____ 1.2 mi
- ↪ 4. Turn right onto N Priest Dr
_____ 0.6 mi
- ↑ 5. Use the left 2 lanes to turn left onto the AZ-202 Loop W ramp to Sky Hbr Arpt/AZ-143 S
_____ 0.2 mi
- ↗ 6. Keep right at the fork, follow signs for AZ-202 Loop W/Phoenix and merge onto AZ-202/AZ-202 Loop W
_____ 0.3 mi

Follow AZ-202 and AZ-51 N to Bell Rd. Take exit 13 from AZ-51 N

- ↑ 7. Merge onto AZ-202/AZ-202 Loop W ^{17 min (18.1 mi)}
[Continue to follow AZ-202](#)
_____ 4.5 mi
- ↪ 8. Take exit 1A for I-10 E/AZ-51 N toward Airport/Tucson
_____ 0.2 mi
- ↗ 9. Keep right at the fork, follow signs for AZ-51 N
_____ 0.3 mi
- ↗ 10. Continue onto AZ-51 N
_____ 12.8 mi
- ↪ 11. Take exit 13 for Bell Rd
_____ 0.3 mi

Follow Bell Rd to your destination

EXHIBIT C

-
- ↑ 12. Continue straight onto Bell Rd 5 min (2.1 mi)
 i Pass by Pizza Hut (on the right in 1.5 mi)
-
- ↪ 13. Turn right 2.0 mi
-
- ↶ 14. Turn left 259 ft
 i Destination will be on the right
-
- 62 ft

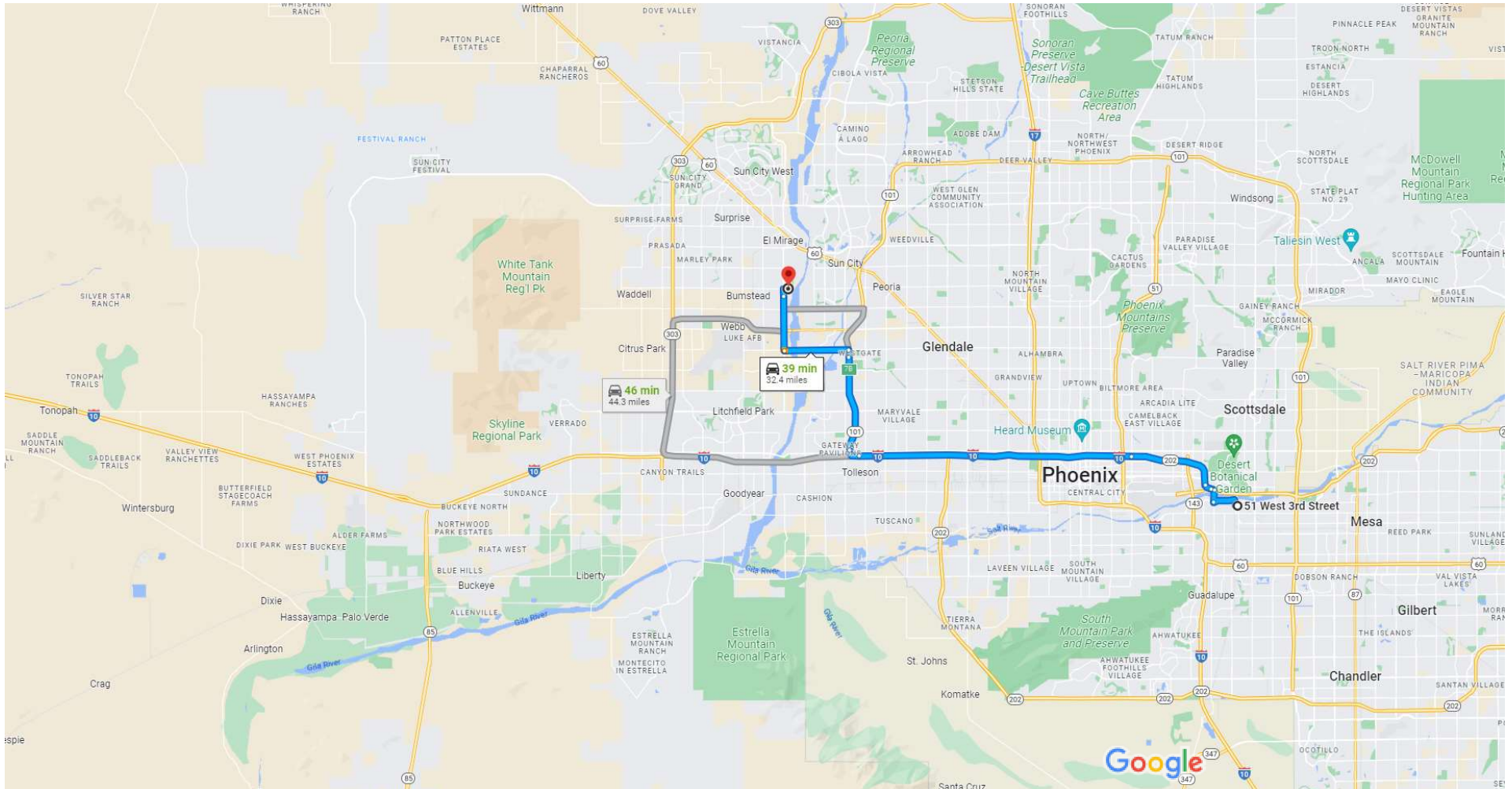
Bureau of Land Management, Phoenix District Office and
Hassayampa/Lower Sonoran Field Offices
2020 E Bell Rd, Phoenix, AZ 85022

EXHIBIT C



51 W 3rd St, Tempe, AZ 85281 to N 121st Ave & W Peoria Ave, El Mirage, AZ 85335

Drive 32.4 miles, 39 min



Map data ©2023 Google 2 mi

51 W 3rd St
Tempe, AZ 85281

Get on AZ-202/AZ-202 Loop W in Phoenix from W Rio
Salado Pkwy and N Priest Dr

EXHIBIT C

- ↑ 1. Head west on W 3rd St toward Ash Av. 6 min (2.6 mi)
_____ 0.1 mi
- ↪ 2. Turn right onto Ash Ave
_____ 0.1 mi
- ↻ 3. At the traffic circle, continue straight onto W Rio Salado Pkwy
_____ 1.2 mi
- ↪ 4. Turn right onto N Priest Dr
_____ 0.6 mi
- ⤴ 5. Use the left 2 lanes to turn left onto the AZ-202 Loop W ramp to Sky Hbr Arpt/AZ-143 S
_____ 0.2 mi
- ↗ 6. Keep right at the fork, follow signs for AZ-202 Loop W/Phoenix and merge onto AZ-202/AZ-202 Loop W
_____ 0.3 mi

Follow AZ-202, I-10 W and AZ-101 Loop N to Glendale. Take exit 7B from AZ-101 Loop N

- ⤴ 7. Merge onto AZ-202/AZ-202 Loop W
[i Continue to follow AZ-202](#)
_____ 4.5 mi
- ↶ 8. Take the exit on the left onto I-10 W toward Los Angeles
_____ 13.3 mi
- ↪ 9. Use the right 2 lanes to take exit 133B for AZ-101 Loop N
_____ 0.7 mi
- ↑ 10. Continue onto AZ-101 Loop N
_____ 4.6 mi
- ↪ 11. Use the right 2 lanes to take exit 7B toward Glendale Ave
_____ 0.4 mi

EXHIBIT C

Follow W Glendale Ave and N El Mirage Rd to W Peoria Ave in El Mirage

- 11 min (6.4 mi)
- ↑ 12. Continue straight onto W Glendale Ave
- 3.1 mi
- ↷ 13. Turn right onto N El Mirage Rd
- 2.6 mi
- ↑ 14. Continue straight to stay on N El Mirage Rd
- 0.4 mi
- ↷ 15. Turn right onto W Peoria Ave
- 0.2 mi

N 121st Ave & W Peoria Ave
El Mirage, AZ 85335



4685 S Ash Ave, Ste H-4
Tempe, AZ 85282-6767
P 480-897-8200
F 480-897-1133
Terracon.com

April 17, 2023

Mr. Marshall Hayes, Environmental Planner
Logan Simpson
51 West Third Street, Suite 450
Tempe, Arizona 85281

Re: Scope & Cost Proposal
Preliminary Initial Site Assessment and Limited Asbestos and Lead Paint Sampling
North 121st Avenue, West Joe R. Ramirez Road to West Peoria Avenue
El Mirage, Maricopa County, Arizona
Logan Simpson Project No. TBD
ADOT TRACS No. T0400
Federal No. TBD
Terracon Proposal No. P65237269

Dear Mr. Hayes:

Terracon is pleased to submit this cost proposal for providing environmental services for the subject project. The proposed services include a Preliminary Initial Site Assessment (PISA) and limited asbestos containing material (ACM) and lead paint sampling. This proposal includes an outline of the project information provided to us, the proposed scope of services, our fee, and the proposed schedule.

A. PROJECT INFORMATION

As we understand, Logan Simpson is undertaking environmental services for the City of El Mirage (City), in coordination with the Arizona Department of Transportation (ADOT) is planning a roadway improvement project on approximately 0.5 mile of North 121st Avenue within Maricopa County, Arizona. The project begins at West Joe R. Ramirez Road and extends north to West Peoria Avenue. The project also includes drainage improvements such as catch basins and culverts. Logan Simpson will need the PISA and limited ACM and lead paint sampling documentation based on a 300-foot-wide project area extending 0.5 mile.

The project will be constructed within the existing City right-of-way (ROW). However, new ROW and temporary construction easements may be needed. Logan Simpson assumes there will be a contractor use area for parking, staging, and stockpiling within the project area and that no separate staging areas would be needed. Temporary lane closures and the use of flaggers to direct traffic may be needed. No detours are anticipated to be needed.

EXHIBIT C

Proposal for PISA and Limited Asbestos & Lead Paint Sampling

Logan Simpson | Phoenix, Arizona

April 17, 2023 | Terracon Proposal No. P65237269



We understand that ADOT will require a PISA and limited ACM and Lead Paint sampling for the project.

B. SCOPE OF SERVICES

Terracon estimates that the field studies for the PISA site reconnaissance and limited ACM and Lead Paint sampling may be conducted during one site visit over a period of one working day utilizing two field personnel. We assume that ADOT will provide necessary site access and traffic control for assessment and sampling activities performed by Terracon. Results of the PISA and ACM/Lead Paint Sampling will be summarized in separate reports.

Preliminary Initial Site Assessment

Terracon will prepare a PISA for the areas identified above. The PISA will include a site reconnaissance, site photographs, and review of a regulatory database report. Field work for the PISA will be performed by staff that is 40-hour OSHA HAZWOPER certified, and that meets the definition of an Environmental Professional by the ASTM E1527-21 standard. The report will include a completed ADOT PISA Form. We anticipate that the draft PISA will be issued within approximately five weeks after receiving written authorization to proceed and access to the site.

Limited ACM Sampling

Terracon proposes to conduct limited ACM sampling within the project limits for materials identified for disturbance during construction. Terracon understands that improvements will potentially impact suspect ACM such as concrete and other materials associated within the project area. Terracon will conduct a visual assessment of the readily accessible portions of the proposed project area to identify homogeneous materials suspected of being ACM. Suspect ACM will be physically assessed for friability and evidence of damage or degradation. Terracon does not intend to sample concrete features which will not be disturbed by the project.

Samples of suspect ACM will be collected for laboratory analysis by an USEPA AHERA-accredited asbestos Building Inspector. A copy of the inspector's AHERA accreditation will be included in the report. Bulk sample collection will be conducted in general accordance with the sampling protocols outlined in USEPA 40 CFR 763.86, Subpart E. At least three samples of each homogeneous material will be collected, per AHERA protocols. We estimate collection of up to **18** samples. If the actual number of samples collected exceeds the estimate, additional samples will be invoiced at unit rate of \$6.14/sample. If number of additional samples exceeds 10% of the original estimate, Terracon will notify the client and request a change order.

Sample collection will result in some isolated damage. Terracon will not be responsible for repair or touch-up of sample locations. Reasonable efforts to access suspect materials within known areas of restricted access (e.g., crawl spaces) will be made provided these areas are

EXHIBIT C

Proposal for PISA and Limited Asbestos & Lead Paint Sampling

Logan Simpson | Phoenix, Arizona

April 17, 2023 | Terracon Proposal No. P65237269



not determined to be permit-required confined spaces, or to pose a health or safety risk to Terracon personnel.

A laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) will analyze bulk material samples by visual estimation using polarized light microscopy (PLM). If PLM results merit re-analysis by the more quantitative point counting technique, Terracon will contact the client to discuss and receive authorization. Copies of the laboratory analysis report, the chain of custody, and the laboratory's accreditation certificates will be appended to the report.

Limited Lead Paint Sampling

The limited Lead Paint sampling will be performed by an EPA certified lead-based paint Inspector or Risk Assessor per 40 CFR part 745 following HUD Guidelines. Terracon will collect bulk paint chip samples of paint layers down to but not including the substrate. The chip samples will be submitted to a laboratory recognized by the EPA's National Lead Laboratory Accreditation Program (NLLAP) program for Flame Atomic Absorption (FLAA) analysis. Terracon estimates up to **2** paint chip samples may be required for laboratory analysis as part of the proposed scope of work.

C.COMPENSATION

The cost for our services, including all field work, database reports, and report preparation have been based on the scope of work outlined above, estimates of time required to complete the various services. The total cost estimate is **\$6,487.15** and a derivation of the cost proposal summary is attached.

Site Access and Safety

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, including following applicable state and local COVID related requirements, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

The fee is valid for 90 days from the date of this proposal and is based on the assumption that all field services will be performed under safety Level D personal protective procedures

EXHIBIT C

Proposal for PISA and Limited Asbestos & Lead Paint Sampling

Logan Simpson | Phoenix, Arizona

April 17, 2023 | Terracon Proposal No. P65237269



and that only one site visit will be made by Terracon personnel. The lump sum fee is based on the assumptions and conditions provided at the time of this proposal.

We appreciate your consideration of Terracon for this work and look forward to working as your environmental consultant on this and future projects.

Sincerely,

Terracon Consultants, Inc.

A handwritten signature in black ink, appearing to read 'Eric Lyding'.

Eric Lyding, P.E.

Project Environmental Engineer

A handwritten signature in black ink, appearing to read 'Jennifer C. Thies'.

Jennifer C. Thies, CEM

Environmental Department Manager

Enclosure: Derivation of Cost Proposal Summary

EXHIBIT C



DERIVATION OF COST PROPOSAL
SUMMARY

DIRECT LABOR:

Classification	Estimated Man-hours	Labor Rate	Cost
Environmental Coordinator	5	\$99.70	\$498.50
Engineer	19	\$73.31	\$1,392.89
CADD Technician	3	\$51.61	\$154.83
Administrative	1	\$36.36	\$36.36

Total Labor Rate Cost:			\$2,082.58
Overhead Cost, CT PAO 19.24 (170.52%):			\$3,551.22
Labor Cost:			\$5,633.80
Fee (10%):			\$563.38
Total Labor	28.0		\$6,197.17

DIRECT EXPENSES:

Asbestos Field Sampling Kit	\$27.00
Lead Paint Sampling Kit	\$27.00
Meals	\$0.00
Total Direct Expenses	\$54.00

OUTSIDE SERVICES:

Total Outside Services	-----	\$235.98

	<u>TOTAL COST:</u>	<u>\$6,487.15</u>

Jennifer C. Thies

Jennifer C. Thies, Environmental Department Manager

4/17/2023
Date



Federal Aid No.: TBD
 LS Project No.: TBD TRACS No: T0400
 Project Name: El Mirage 121st Avenue

EXHIBIT C

	Environmental Coordinator	Geologist	Engineer	HAZMAT Specialist	CADD Technician	Administrative	Total
Mobilization/ Demobilization							
Travel to and from site	-	-	2	-	-	-	2
Mobilization/ Demobilization Total	0	0	2	0	0	0	2
Utility Coordination, Permitting and Right of Entry Coordination							
Traffic Safety Coordination	1	-	1	-	-	-	2
Bluestake Clearance Coordination	-	-	-	-	-	-	0
Miscellaneous Permits (ADWR, Local Government, Flood Control, Railroad, etc.)	-	-	-	-	-	-	0
Utility Coordination, Permitting and Right of Entry Coordination Total	1	0	1	0	0	0	2
Field Study							
General Data Review	1	-	-	-	-	-	1
Site Reconnaissance	-	-	6	-	-	-	6
General Test Pit Sampling & Logging	-	-	-	-	-	-	0
Fissure Data Review, Trench Logging & Mapping	-	-	-	-	-	-	0
Fissure Reconnaissance	-	-	-	-	-	-	0
Field Study Total	1	0	6	0	0	0	7
Project Management, Meetings, & Scheduling							
Project & Miscellaneous Management	1	-	1	-	-	-	2
ADEQ Records Review	-	-	-	-	-	-	0
Coordinate Field Study	-	-	1	-	-	-	1
Miscellaneous Design Meetings	-	-	-	-	-	-	0
Project Management, Meetings, Scheduling, & Site Visits Total	1	0	2	0	0	0	3
Design & Reporting							
Preliminary Initial Site Assessment & Asbestos/Lead Paint Survey Reports	-	-	8	-	3	1	12
Initial & Final gINT Boring Logs & Laboratory Data Tables	-	-	-	-	-	-	0
Geotechnical & Pavement Design	-	-	-	-	-	-	0
Initial & Final Geotechnical Report, Pavement Design Summary & Materials Memorandum	-	-	-	-	-	-	0
Stamped Foundation Data Sheets	-	-	-	-	-	-	0
QC/ QA Review	2	-	-	-	-	-	2
Design & Reporting Total:	2	0	8	0	3	1	14
Grand Total	5	0	19	0	3	1	28
Percent of Total	18%	0%	68%	0%	11%	4%	100%

EXHIBIT C

Federal ID No.: TBD
TRACS No.: T0400
Task Name: El Mirage 121st Avenue



Lab Testing

TEST	ASTM DESIGNATION	PROPOSED UNITS	UNIT RATE	TOTAL PROJECT
Database Report (EDR)		1	\$ 105.00 /ea	\$105.00
Lead Based Paint (Flame AA Analysis)		2	\$ 10.23 /ea	\$20.46
Asbestos Analysis		18	\$ 6.14 /ea	\$110.52
			SUBTOTAL COSTS FOR LAB TESTING	\$235.98
			TOTAL COSTS FOR LAB TESTING	\$235.98



Date: 1/27/2023

Eric Lyding
4685 South Ash Avenue, Suite H-4
Tempe, AZ 85282

RE: Terracon Proposal - Radius Map Report No Geocheck

Dear Eric:

Environmental Data Resources, Inc. (EDR)/Lightbox is pleased to submit this proposal to Terracon to perform searches of our government environmental records.

Radius Map Report No Geocheck \$105

SCOPE OF SERVICES

EDR proposes to search federal, state and local government records to produce an EDR Radius Map Report for the proposed area. The EDR Radius Map Report will provide a color map of the customer specified area. Federal, state and local databases will be searched to the minimum distances required by the ASTM Standard for Phase I site assessments, unless custom distances are requested by Terracon.

We at EDR/Lightbox appreciate the opportunity to serve your environmental information needs and look forward to a mutually beneficial working relationship with Terracon. Please do not hesitate to contact me at (800) 241-6476 with any questions or comments.

Sincerely,

Kimberly Merrill
Account Manager, Strategic Accounts

EXHIBIT C

Marlton, NJ: 3000 Lincoln Drive East, Suite A, Marlton, NJ 08053*(866) 871-1984
Phoenix, AZ: 1501 West Knudsen Drive, Phoenix, AZ 85027*(800) 651-4802
Burlingame, CA: 111 Anza Boulevard, Ste 122, Burlingame, CA 94010*(866) 888-6653

Prepared for:

Eric Lyding
Terracon: AZ
4685 S Ash Avenue, Suite: H-4
Tempe, AZ 85282

Issue Date: 01/27/2023
Quote ID-Version #: 11576-1
Expiration Date: 01/31/2023

Renewal pricing for: 012023

Dear Eric Lyding,

Thank you for the opportunity to provide this proposal. Per your request, I have attached the service pricing proposal from Eurofins EMLab P&K. As an Eurofins EMLab P&K client, **you will benefit from:**

Convenience

- Mobile apps that make your work easier with instant alerts when reports are ready, access to all your project results, and much more.
- Analytical services for mold, fungi, bacteria, asbestos, USP <797>, allergens, and more.
- Products division offering sampling supplies and equipment at competitive prices.
- Over 60 service and drop-off locations across the United States.

Superior Client Service

- A Project Manager who is assigned to you as your primary contact for your needs.
- Cutting-edge LIMS technology called LabServe™, which provides secure online access 24/7 to all your projects, reports, invoices, supply orders, and more.
- Lab reports that fit your needs, including report formats to help you interpret your data.

Trust

- Led by highly respected IAQ experts including Dave Gallup and Dr. Harriet Burge.
- An extensive list of accreditations from leading organizations and government agencies.
- Quality systems that ensure full confidence for the quality and accuracy of your results.
- Highly trained analysts, including many with advanced degrees.
- No conflicts of interest. Some of our competitors operate consulting services that compete against you. We don't. We serve you with honesty and integrity!

As you can see, **Eurofins EMLab P&K offers you tremendous value** with the industry's leading service, qualifications, and experience.

The following quotation contains detailed pricing and turnaround times, based on your service needs. This quotation is subject to Eurofins EMLab P&K's Standard Terms and Conditions, unless otherwise agreed upon in writing. Please review all documents and feel free to contact me with any questions.

Sincerely,



Lori Litwiller
Regional Account Manager
Lori.Litwiller@eurofinset.com
Ph: 623-298-1022

EXHIBIT C



Built Environment Testing

Issue Date: 01/27/2023

Quote ID-Version #: 11576-1

Quote Expiration: 01/31/2023

Prepared for:

Eric Lyding
 Terracon: AZ
 4685 S Ash Avenue, Suite: H-4
 Tempe, AZ 85282

Renewal pricing for: 012023

Turnaround Time & Pricing							
Service	Price Per	Standard TAT business days	Standard	Five Day	Next Day	Same Day	Holiday Weekend
FUNGAL AIR							
Culturable air fungi (Incl. Asp spp.)	sample	7	\$30.69	N/A	N/A	N/A	N/A
Spore trap analysis	sample	2	\$22.51	\$22.51	\$22.51	\$45.02	\$67.53
Spore trap analysis other particles-Supplement	sample	2	\$8.18	N/A	\$8.18	\$16.36	\$24.54
FUNGAL SURFACE							
1-Media fungi surface culture (Incl. Asp spp.)	sample	7	\$35.81	N/A	N/A	N/A	N/A
Direct microscopic exam (Qualitative)	sample	2	\$22.51	\$22.51	\$22.51	\$45.02	\$67.53
Dust characterization	sample	2	\$57.29	N/A	\$85.94	\$114.58	\$171.87
Quantitative spore count direct exam	sample	2	\$37.85	N/A	\$37.85	\$75.70	\$113.55
ASBESTOS							
Asbestos PLM	sample	3	\$6.14	\$5.00	\$9.21	\$12.28	\$16.37
Price Per Layer > 3			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Asbestos TEM Chatfield (sub-contracted)	sample	5	\$61.38	N/A	N/A	N/A	N/A
Asbestos-airborne fiber count (NIOSH 7400)	sample	3	\$8.18	\$8.18	\$12.27	\$16.36	\$24.54
Asbestos-EPA 1000 point count	layer	3	\$102.30	N/A	\$153.45	\$204.60	\$306.90
Asbestos-EPA 400 point count	layer	3	\$18.41	N/A	\$27.62	\$36.82	\$55.23
Asbestos-TEM Qualitative P/A (sub-contracted)	sample	5	\$61.38	N/A	\$92.07	N/A	N/A
BACTERIAL AIR							
Culturable air bact 3-Genus ID	sample	14	\$76.73	N/A	N/A	N/A	N/A
Culturable air bact gram stain and counts	sample	7	\$32.74	N/A	N/A	N/A	N/A
BACTERIAL SURFACE							
Bacteria surface culture 3-Genus ID	sample	14	\$76.73	N/A	N/A	N/A	N/A
Bacteria surface culture gram stain and counts	sample	7	\$32.74	N/A	N/A	N/A	N/A
Legionella-CDC method	sample	10	\$92.07	N/A	N/A	N/A	N/A
Legionella-ISO method	sample	10	\$92.07	N/A	N/A	N/A	N/A
QuantiTray-sewage screen	sample	3	\$61.38	N/A	\$92.07	N/A	\$184.14
Total Coliform, E. coli-P/A	sample	3	\$21.48	N/A	\$32.22	N/A	\$64.44
PCR							
PCR screen: Avian Pathogen	sample	5	\$153.45	N/A	\$230.18	N/A	N/A
PCR-15 important indoor molds	sample	5	\$199.49	N/A	\$299.24	N/A	N/A
Other							
FAA Lead EPA SW846 3050B/7420 Method (sub-contract)	sample	5	\$10.23	N/A	\$15.35	N/A	N/A
ICP/MS Lead EPA 200.8 Method (sub-contract) - Water	sample	5	\$10.23	N/A	N/A	N/A	N/A
Lead - Flame AA	sample	5	\$10.23	N/A	\$15.35	\$20.46	\$30.69

Lori Litwiller
 Regional Account Manager
 Lori.Litwiller@eurofinset.com
 Ph: 623-298-1022

EXHIBIT C



Built Environment Testing

Issue Date:	01/27/2023
Quote ID-Version # :	11576-1
Quote Expiration:	01/31/2023

Prepared for:

Eric Lyding
 Terracon: AZ
 4685 S Ash Avenue, Suite: H-4
 Tempe, AZ 85282

Renewal pricing for: 012023

Turnaround Time & Pricing

Service	Price Per	Standard TAT business days	Standard	Five Day	Next Day	Same Day	Holiday Weekend
Lead (Pb) in Air (NIOSH 7082)	sample	3	\$10.23	\$10.23	\$15.35	\$20.46	\$30.69
Radon in Air	sample	2	\$21.48	N/A	\$32.22	\$42.96	\$64.44

Lori Litwiller
 Regional Account Manager
 Lori.Litwiller@eurofinset.com
 Ph: 623-298-1022

EXHIBIT C



Built Environment Testing

Issue Date: 01/27/2023

Quote ID-Version # : 11576-1

Quote Expiration: 01/31/2023

Prepared for:

Eric Lyding
Terracon: AZ
4685 S Ash Avenue, Suite: H-4
Tempe, AZ 85282

Renewal pricing for: 012023

QUOTE DETAILS

Asbestos PLM

An Additional \$10/sample preparation fee may apply to roofing core samples.

Lori Litwiller
Regional Account Manager
Lori.Litwiller@eurofinset.com
Ph: 623-298-1022

EXHIBIT C



Built Environment Testing

Issue Date: 01/27/2023

Quote ID-Version #: 11576-1

Quote Expiration: 01/31/2023

Prepared for:

Eric Lyding
Terracon: AZ
4685 S Ash Avenue, Suite: H-4
Tempe, AZ 85282

Renewal pricing for: 012023

QUOTE DETAILS

Turnaround Time & Pricing:	Unless otherwise noted, all Turnaround times are calculated in business days from date of receipt. Day of lab receipt and acceptance = day zero. Samples received after hours or after 2pm during normal business hours will be considered received the next business day. Advance notice required for holiday/weekend rush needs. All immediate (~2-4 hour) rush requests are covered by the holiday/weekend rush pricing.
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Payment Terms:	Credit Card terms apply unless otherwise approved. Net terms are available at the discretion of Eurofins EMLab P&K Laboratories. All discounts are void if payment is not received by Eurofins EMLab P&K Laboratories within the payment terms. All overdue payments are subject to an additional interest and service charge of one and one half percent (1.5%; or the maximum rate permissible by law, whichever is lesser) per month or portion thereof from the due date until the date of payment. See attached Eurofins EMLab P&K Standard Terms and Conditions for complete details.
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Changes/Modifications:	Eurofins EMLab P&K reserves the right to amend, cancel, or temporarily suspend any portion of this Quote, in whole or in part, or change any portion of this quote, at any time for any reason, including without limitation, suspected fraud, abuse or violation of the Eurofins EMLab P&K Standard Terms and Conditions, as determined in its sole discretion. Eurofins EMLab P&K will provide the customer with advance written notice of any material changes to accepted quotes.
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Lori Litwiller
Regional Account Manager
Lori.Litwiller@eurofinset.com
Ph: 623-298-1022

EXHIBIT C



Built Environment Testing

Issue Date:	01/27/2023
Quote ID-Version # :	11576-1
Quote Expiration:	01/31/2023

Prepared for:

Eric Lyding
Terracon: AZ
4685 S Ash Avenue, Suite: H-4
Tempe, AZ 85282

Renewal pricing for: 012023

ACCEPTANCE

Acceptance of Quote:	Relevant samples received between the issue date and expiration date of this quote will indicate acceptance of Eurofins EMLab P&K Standard Terms & Conditions and all other requirements set forth in this quotation. You may also return this page of the quote, signed and dated in the designated space below, to indicate acceptance. Fax to (800) 444-8156 or email to the Account Manager listed on this quote.
----------------------	---

Signature of Customer	Date
-----------------------	------

Lori Litwiller
Regional Account Manager
Lori.Litwiller@eurofinset.com
Ph: 623-298-1022



May 28, 2024
Proposal No. 12PHX02-05198

Mr. Randy Weyrauch, PE
NFra, Inc.
77 East Thomas Road, Suite 200
Phoenix, Arizona 85012

Subject: Proposal to Provide Geotechnical Engineering Services
121st Avenue Roadway Improvements
Peoria Avenue to Ramirez Road
El Mirage, Arizona
ADOT Project No.: T0400 01D/01C
Federal Aid No.: CMAQ-ELM-0(212)T
TIP/STIP No.: ELM23-230, ELM24-000

Dear Mr. Weyrauch:

Ninyo & Moore is pleased to submit this proposal to provide geotechnical engineering services for the above-mentioned project. This proposal is based on the information that we received from your office and it outlines our scope of services, project assumptions, anticipated schedule, and fee for this phase of the project.

SITE AND PROJECT DESCRIPTION

The project site is located along 121st Avenue from Peoria Avenue to Ramirez Road in El Mirage, Arizona. The project includes the design and construction of pavement improvements to 121st Avenue from Peoria Avenue to Ramirez Road, a distance of about 2,500 linear feet. Improvements to an existing retention basin near 121st Avenue and Cheryl Drive is also planned. We have been asked to prepare this proposal to conduct the geotechnical and pavement design tasks for the improvements.

SCOPE OF SERVICES

Our scope of services for this phase of the project is summarized below:

- Review available published and in-house geotechnical reports, topographic information, soil surveys, geologic literature, and aerial photographs of the project area.
- Obtain El Mirage permits or permissions to conduct the field work.

EXHIBIT D

- Conduct a field trip to the site for a visual pavement surface reconnaissance.
- Conduct a site visit to select and mark out the proposed exploration locations.
- Contact Arizona 811 to evaluate utility locations prior to our field work.
- Arrange for appropriate traffic control measures.
- Perform a geotechnical exploration, which will include the excavating of three soil borings. These borings will extend 10 feet deep and will be advanced with a truck-mounted drill rig equipped with hollow-stem augers.
- Collect soil samples in the borings for laboratory testing and analysis. The boreholes will be backfilled with soil spoils and asphalt cold-patch material. Ninyo & Moore personnel will log the borings in general accordance with the Unified Soil Classification System and ASTM D2488 by observing cuttings. The soil samples will be transported to a Ninyo & Moore laboratory for testing.
- Conduct one field percolation test within the existing retention basin in order to assist in evaluating the infiltration rate. The procedure will consist of the insertion of a +/-12-inch diameter impermeable casing into undisturbed soil at the depth of +/-3 feet, followed by prewetting. The test will continue after the prewetting period by refilling the casing and monitoring the drop in water level as a function of time until steady-state conditions are achieved.
- Perform laboratory testing that will generally consist of moisture content and dry densities, gradation, Atterberg limits, and corrosivity (including pH, minimum electrical resistivity, soluble sulfate, soluble sulfides, and chloride contents) testing.
- Prepare a Geotechnical Engineering that will contain the logs of the exploratory borings and results of the laboratory testing. The report will include a cover letter sealed by a Professional Engineer licensed in the State of Arizona. The report will include the following:
 - Description of work scope, laboratory, and field procedures;
 - Subsurface soil, rock (if encountered), and groundwater conditions;
 - Boring logs and laboratory test results;
 - General seismic characteristics;
 - Maps and boring plans;
 - Excavation characteristics of on-site soils;
 - Earthwork factors;
 - Potential for re-use of on-site soils;
 - Subgrade preparation measures;
 - Percolation test results;

EXHIBIT D

- Pavement sections; and
- Corrosivity test results; including pH, minimum electrical resistivity, soluble sulfides, soluble sulfates, and chlorides.

ASSUMPTIONS

We have made the following geotechnical engineering assumptions in the preparation of this proposal:

- The pavement design does not need to follow Arizona Department of Transportation (ADOT) guidelines.
- Any environmental permits or reports need to gain access to the sites, will be obtained by others.
- No off-duty Police Officer presence is needed during our field work.
- Our field work will be done during normal, daylight hours.
- The site is accessible to normal, two-wheel drive, truck-mounted drilling equipment, and site access will be granted.
- One set (round) of review comments is anticipated.

SCHEDULE

We can initiate this project immediately and could begin the field work in about four weeks after we receive right-of-entry. The anticipated field work should take about one week to finish, and the scheduled laboratory testing could be finished in about two weeks thereafter. After the laboratory work is done, the report can typically be finished in two weeks. Preliminary recommendations can typically be provided about two weeks after the field work is done.

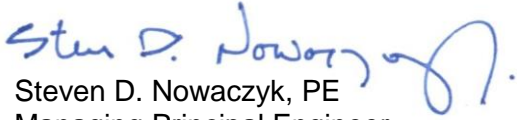
FEE

We propose to perform the work scope described above for a fee of \$9,000 (Nine Thousand Dollars). Any additional services, not included in the aforementioned scope, will be charged on a time-and-materials basis in accordance with our current Schedule of Fees. If this proposal meets your expectations, please provide formal authorization in the form of a subconsultant agreement, purchase order, or work authorization form.

EXHIBIT D

Ninyo & Moore appreciates the opportunity to provide services on this project and we look forward to working with you.

Respectfully submitted,
NINYO & MOORE


Steven D. Nowaczyk, PE
Managing Principal Engineer

SDN/tp



May 29, 2024
Revised August 19, 2024

Randy Weyrauch, PE
NFra Inc.
77 E. Thomas Road, Suite 200
Phoenix, AZ 85012
602-443-6066
rweyrauch@nfrainc.us

SUBJECT: 121st Avenue Topography, El Mirage, Arizona

Dear Randy:

Rick is pleased to submit this proposal to provide professional surveying services for the above referenced property.

SCOPE OF WORK

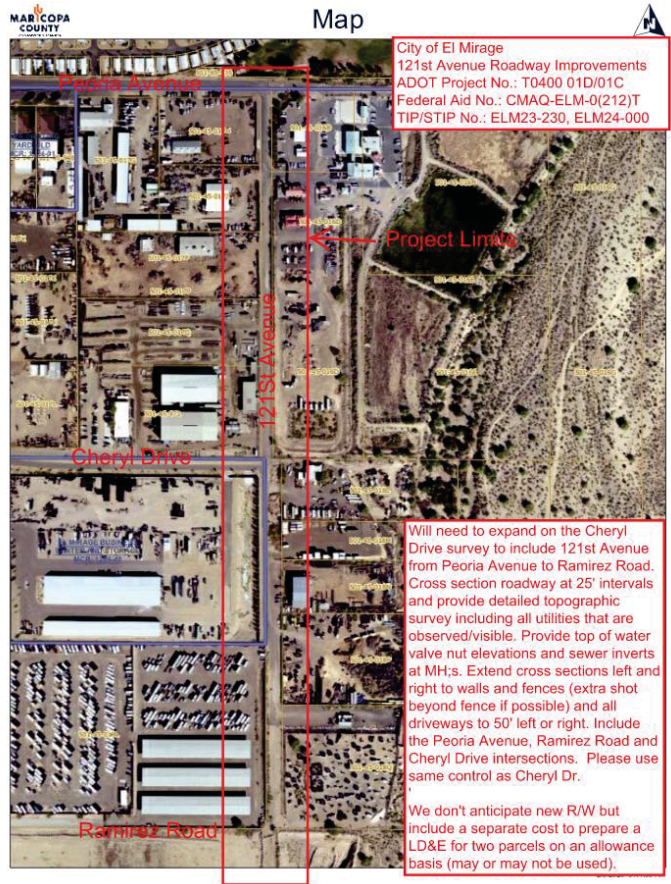


Figure 1 - Survey Limits

TOPOGRAPHIC SURVEY FOR DESIGN

- Location and elevation of existing surface utilities and improvements within Survey Limits **(Including top of nut of water valves)**.
- Obtain flow line invert elevations of existing manholes within Survey Limits. (up to 6 Manholes are included in this scope. It is assumed traffic control will not be needed, additional fees will be required if traffic control will be needed)
- Full width cross sections of roadways within Survey Limits at 25-foot intervals, extend cross sections to walls/fences and an extra shot beyond the wall/fence if possible and all driveways to 50 feet left or right.
- Plot locations of underground utility lines per the record agency maps available at the time of the survey.
- Contours will be provided at 1-foot intervals.
- All elevations will be on the municipal Vertical Elevation Datum.
- Provide topographic base map in electronic format to be used for Civil Engineering Design.

TOPOGRAPHIC SURVEY FEE

Rick will provide the above services for a fee of **\$5,875.00**. Any printing and miscellaneous processing fees are extra and not a part of this agreement.

Allowance for Ten legal descriptions and Exhibits - \$7,000.00**TIMELINE**

Rick will provide the above services in approximately 25-30 working days from notice to proceed and receipt of the title report.

HOURLY RATES-PHOENIX OFFICE

February 24, 2024-February 28, 2025

Principal Consultant (Special Projects)	\$ 300.00	Survey Manager.....	\$ 175.00
Principal.....	275.00	Assistant Survey Coordinator.....	145.00
Associate Principal	250.00	One-person Survey Party.....	145.00
Associate/Manager	225.00	Two-person Survey Party	190.00
Senior Project Manager	215.00	Three-person Survey Party	240.00
Principal Project Engineer/Manager	175.00	Principal Survey Analyst.....	155.00
Associate Project Engineer/Manager.....	160.00	Associate Survey Analyst.....	140.00
Assistant Project Engineer/Manager.....	145.00	Assistant Survey Analyst.....	125.00
Principal Engineering Designer	135.00		
Associate Engineering Designer.....	125.00	3-D Laser Scanning (One-Person Crew)	\$ 210.00
Assistant Engineering Designer.....	115.00	3-D Laser Scanning (Two-Person Crew).....	250.00
Principal Engineering Drafter.....	105.00	Principal 3-D Laser Scanning Project Manager.....	165.00
Associate Engineering Drafter.....	95.00	Associate 3-D Laser Scanning Project Manager	150.00
Assistant Engineering Drafter.....	85.00	Assistant 3-D Laser Scanning Project Manager	140.00
		Principal 3-D Laser Scanning Specialist	130.00
Public Works Manager	\$ 250.00	Associate 3-D Laser Scanning Specialist	120.00
Public Works Senior Project Manager.....	215.00	Assistant 3-D Laser Scanning Specialist	110.00
Traffic Engineer/Transportation Planner	180.00	Principal 3-D Laser Scanning Technician	100.00
Principal Transportation/Traffic Designer	145.00	Associate 3-D Laser Scanning Technician	90.00
Associate Transportation/Traffic Designer.....	135.00	Assistant 3-D Laser Scanning Technician	80.00
Assistant Transportation/Traffic Designer.....	125.00	Drone (One-Person Crew).....	200.00
		Principal Drone Project Manager	165.00
Creative Director of Design.....	250.00	Assistant Drone Project Manager	150.00
Principal Project Planner	175.00	Principal Drone Specialist	140.00
Senior Associate Planner	150.00	Associate Drone Specialist	130.00
Associate Planner.....	125.00	Assistant Drone Specialist	120.00
Assistant Planner	115.00		
		Expert Witness.....	\$ 450.00
Principal Water Resources Designer	\$ 135.00	Court Appearance per half day or part.....	1,850.00
Associate Water Resources Designer	125.00		
Assistant Water Resources Designer	115.00	Entitlements Coordinator.....	\$ 120.00
		Associate Project Administrator	85.00
Principal Landscape Architect	\$ 275.00	Assistant Project Administrator.....	75.00
Principal Project Landscape Architect.....	175.00	Administrative Assistant.....	55.00
Associate Landscape Architect/Manager.....	160.00		
Assistant Landscape Architect/Manager.....	145.00		
Principal Landscape/Urban Designer	135.00		
Associate Landscape/Urban Designer	125.00		
Assistant Landscape/Urban Designer	115.00		

EXHIBIT F



QUOTE

Safe Site Utility Services LLC

Company Address	7623 N 73rd Dr Glendale, Arizona 85303	Created Date	6/12/2024
Phone	(602) 606-8882	Quote Number	00003913
Email:	Bids@safesitellc.com	Opportunity	OP23-1214
Licenses:	AZ: ROC 211956 / NV: NSC 0078575	Expiration Date	9/10/2024

Customer Information

Opportunity Name	City of El Mirage- Storm Drain Improvements	Phone	602.703.3293
Contact Name	Randy Weyrauch	Email	rweyrauch@nfrainc.us
Account Name	NFra, Inc.	Billing Address	77 E Thomas Rd, #200 Phoenix, AZ 85012

Work Site Info

Site Address	N 121st Ave & W Peoria Ave., El Mirage, AZ 85335
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Scope of Work

1. Safe Site will verify 811 markings and assess the success probability of test hole locations indicated by client prior to excavation utilizing various geophysical locating means. Test hole locations may be adjusted or eliminated based on the results of this investigation and upon discussion with, and approval of client
2. Safe Site will supply a vacuum excavation crew on the project site for digging test holes and documenting utility locations.
3. Upon exposure of a target utility, Safe Site will record utility type, size, material, and depth of cover of each.
4. If Line Item charges for Survey are shown in Fees Section then Safe Site will provide survey and a CAD map file by a Registered Land Surveyor to document the locations and elevations of potholed utilities. If no Line Item for Survey is shown then pricing assumes Survey and CAD will be provided by others.
5. Safe Site will provide a Test Hole Summary Report detailing this information.
6. Safe Site will indicate the locations of exposed utilities by marking the ground surface using PK nails or stake chasers (nylon brushes).

Terms and Conditions

1. Client will provide available utility location information as well as project datum information to Safe Site to aid in facilitating this project.
2. A "Test Hole" will be considered one excavation up to 8 feet deep with lateral "belling" of up to a width of 4 feet. Excavating in excess of 12 feet in depth will be considered out of scope.
3. Test Holes will be backfilled per owner/agency specifications.
4. Asphalt on concrete pavement surfaces will be restored per method indicated in Fees section. If local authority requires a different restoration, any additional costs will be passed on to Client. These charges, if applicable, will be determined during the permitting stage and any fee charge will be presented to Client. Coring pavement in excess of 12" thickness will result in an additional fee of \$100 per hole.
5. Pricing assumes test hole locations are accessible within 15' with vacuum truck. Further distances, such as rear of lots, will be considered out of scope and additional fees will be presented to Client for approval.

EXHIBIT F

6. Should caliche, tree roots, concrete, rocks in excess of 6" diameter, or other materials encumber vacuum excavation, work will be halted for that test hole and referred back to Client for alternative solutions which may include authorization to continue work at Hourly Rate.
7. Traffic control costs are included where applicable.
8. Expected Permitting/Bonding costs, if any, have been included in this proposal. Any out of ordinary costs incurred due to governing agency requirements will be presented to Client for approval as additional fee amount.
9. If excavation spoils are determined to be potentially hazardous waste by an enforcement agency having jurisdiction, then the cost of testing and disposal will be passed through to client. Work will cease until Client has been notified and agreement on how to proceed has been reached.
10. Safe Site will exercise due diligence in identifying and locating all utilities. However, due to factors beyond our control including lack of maps, inaccuracy of maps, lack of aboveground indications of utilities, the presence of unknown and non-electromagnetically conductive utilities and soil conditions being non-conductive to GPR scans, Safe Site cannot guarantee that all utilities will be found.
11. Payment terms are Net 30 days unless other arrangements have been made.
12. New Customer Policy - Payment will be required by credit card for the first job completed or if the job is over \$1000, we will require a 35% retainer to be paid prior to commencement of work. We prefer payment is made via ACH/Wire Transfer, otherwise credit card transactions would require an additional 3% Fee. After the first job completed, invoicing terms will be standard Net 30 Days.

Site Specific Details

Description	Approx. 10 Utility Test Holes (Potholes) in the vicinity of Cheryl Dr & 121st Ave; exact locations TBD. In road potholes will be cored and reinstated per MAG 212B specs. -Min Fee of 3 Potholes if work can be scheduled concurrently with Varney Rd project (OP23-3342 / 00002721) -Additional Potholes beyond 10 will be billed at \$895 each if able to complete within same mobilization; plus asphalt reinstatement if required.
Additional Terms	-Test holes of depths in excess of 8' will result in an additional charge of \$335 each. Digging in excess of 12' will be considered out of scope and will be billed at \$320 per hour. Client will be contacted for approval before work can proceed. -Additional utilities beyond target utility found and documented in a test hole will be charged at \$85 each. -Client will provide CAD project file(s) that include horizontal datum and vertical control information so that our RLS can establish the correct datum/control when surveying field results. If not provided prior to our surveying, we will establish the datum/control to be used for the deliverables. If requested, Safe Site can convert to Client's project datum after deliverables are provided for a fee of \$465.

Project Fee

Product	Line Item Description	Sales Price	Quantity	Total Price
Excavating Test Holes up to 8' in Depth	Per Pothole (3 Hole Minimum)	\$564.00	10.00	\$5,640.00
Ancillary Costs (Permitting, Traffic Control, Back-fill, Etc.)		\$4,899.00	1.00	\$4,899.00
Survey & Stamped Report	Includes CAD Processing/Deliverable	\$1,258.00	1.00	\$1,258.00
AC Surface Restoration - Core & Reinstate	Per Core & Reinstatement (Min. fee of 3)	\$315.00	4.00	\$1,260.00
Total Price				\$13,057.00

ACCEPTANCE STATEMENT AND AUTHORIZATION TO PROCEED

This Acceptance becomes a part of the Proposal Letter.

The Proposal is hereby accepted according to the Scope of Work and Terms and Conditions contained therein. Safe Site Utility Services, LLC is authorized to proceed with the work described therein. Payment will be made according to the payment terms specified in the Proposal. Any unpaid balance remaining beyond the due date will be subject to interest at an annual rate of 18% (1.5% per month).

For acceptance and scheduling of these services please sign, scan, and return this page to bids@safesitellc.com or

Client Name: NFra Inc.

By:

Randal Weyrauch

Signature

6/13/24

Date

Randal Weyrauch

Printed Name

Vice President

Title

BUSINESS LIABILITY COVERAGE FORM

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.