

Carlson Geotechnical

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April 21, 2020

Dr. Seth Senestraro
Senestraro Family Orthodontics
5216 SE Woodstock Boulevard
Portland, Oregon 97206

C/O Lee F. Gwyn, AIA
Lenity Architecture
ee@lenityarchitecture.com

**Proposal for
Updated Geotechnical Report
Senestraro Family Orthodontics Sherwood
17473 SW Parkway Court
Sherwood, Oregon**

CGT Proposal Number GP8900

1.0 INTRODUCTION

Carlson Geotechnical (CGT), a division of Carlson Testing, Inc. (CTI), is pleased to submit this proposal to prepare an updated geotechnical report for the proposed Senestraro Family Orthodontics Sherwood project. The site is located at 17473 SW Parkway Court in Sherwood, Oregon. This proposal was prepared following our recent email correspondence with the project architect, Lee Gwyn, AIA, with Lenity Architecture.

2.0 PROJECT BACKGROUND

CGT previously performed a geotechnical investigation for a similarly planned project in 2009, the results of which were presented in our "Report of Preliminary Geotechnical Investigation, Parkway Plaza," dated April 1, 2009 (CGT Project Number G0903359). We reviewed the following documents provided to us for the currently planned project:

- "Preliminary Composite Utility Plan, Senestraro Family Orthodontics, Sherwood, Oregon," prepared by AKS Engineering & Forestry, Inc., dated April 1, 2020.
- Potential Loading Zone site plan, not dated.

Based on our review, we understand the project has been modified to consist of construction of a 9,697-square-foot single-story orthodontic clinic building and appurtenant pavements and utilities. While the footprint is not identical to that previously understood, the proposed building is in the same area of the site as in the referenced report. We understand the City of Sherwood requires an updated geotechnical report be prepared that provides seismic design criteria based on the current building code (2019 Oregon Structural Specialty Code (OSSC)). We further understand that infiltration testing is not required for this project based on discussions with the project civil engineer, AKS Engineering & Forestry.

3.0 SCOPE OF WORK

The purpose of our work will be to prepare an updated geotechnical report addressing the proposed development at the site. Our specific scope of services will include the following:

- Visit the site to determine if site conditions are consistent with those observed during our previous field investigation.
- Prepare an update geotechnical report that provides:
 - Updated seismic design parameters based on the 2019 OSSC.
 - Additional or revised geotechnical recommendations for construction, if warranted based on the current site development plans.
- CGT will submit an electronic (PDF) copy of the report by email to our client. Upon request, CGT can also provide up to three bound paper copies of the final report. Our final report will be stamped and signed by a Professional Engineer (P.E.) licensed in the State of Oregon.

4.0 FEES

Our services will be provided in general accordance with the General Conditions – Engineering Services, dated 3/2013, which are attached to and considered part of this proposal. Please review the contract terms carefully and contact us if you have questions.

4.1 Updated Geotechnical Report (Base Service)

For the scope of services described above, our services will be provided for a fixed fee of **\$1,330**. *Full payment of this fixed fee is required prior to issuing our final report.*

4.2 Additional Services (if requested)

Services requested and authorized in addition to the preceding scope of work will be provided on a time-and-expense basis in general accordance with our attached Schedule of Charges, dated 1/2020, which is also a part of this proposal. Additional services will be provided based on receiving verbal or written authorization provided by our client.

5.0 SCHEDULE

An overall preliminary project schedule of about 1 week should be planned from our receipt of written authorization to final report distribution, provided the above scope of work does not change. We can provide preliminary recommendations for use in design, as they are developed, if requested.

6.0 PROPOSAL IS AGREEMENT

We anticipate this proposal will serve as our professional agreement for CGT's services. Alternatively, CGT's proposal may be specifically referenced in a purchase order. If you intend to issue a purchase order, please note this proposal must still be signed and returned, and the above referenced General Conditions take precedence in our agreement.

7.0 LIMITATIONS

This proposal does not include:

- An environmental evaluation for the presence or absence of wetlands or hazardous substances in the surface water, groundwater, soils, or bedrock. Environmental evaluation is beyond the scope of this proposal and is not provided by CGT. If requested, we can refer you to several environmental consultants.
- Geotechnical construction observation and testing services (soil special inspections). When requested, CGT will be pleased to prepare a proposal to provide these construction-phase services.

Senestraro Family Orthodontics Sherwood
Sherwood, Oregon
CGT Proposal Number GP8900
April 21, 2020

8.0 CLOSURE

We appreciate the opportunity to submit this proposal and look forward to continuing to work with you on this project. Please provide your authorization of the work described herein by signing a copy of this proposal and returning it to our office.

This proposal will remain valid for a period of 30 days. If the project does not begin prior to the expiration of 30 days, CGT reserves the right to revise all terms and conditions of this offer and will provide services at CGT's hourly rates in effect at the time actual work on the project begins.

Please feel free to contact us at 503.601.8250 if you have any questions or require additional information.

Respectfully Submitted,

CARLSON GEOTECHNICAL



Ryan T. Houser, CEG
Senior Engineering Geologist
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Brad M. Wilcox, P.E., G.E.
Principal Geotechnical Engineer
bwilcox@carlsontesting.com

Attachments: General Conditions – Engineering Services, dated 3/2013
Schedule of Charges, dated 1/2020

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9.0 CLIENT AUTHORIZATION & ACCEPTANCE

The terms and conditions of this proposal are hereby accepted, and authorization to proceed with the scope and fees described below is given by the following signature.

Authorized service:

<u>Updated Geotechnical Report</u>	Fixed Fee: \$1,330*
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* Full payment of the fixed fee will be required prior to issuance of the written report.

Please initial in spaces provided to indicate acknowledgement of proposal terms.

[] Initial	I have secured or verified right-of-entry for this work
[] Initial	I acknowledge my receipt and review of the attached General Conditions – Engineering Services (dated 3/2013) and Schedule of Charges (dated 1/2020), which are considered part of this agreement.
[] Initial	All information regarding the presence or absence of environmental contamination on the site has been provided to CGT for their consideration in preparing this proposal.

Signature: _____ Date: _____

Printed Name: _____ Phone: _____

Firm: _____ Email: _____

Physical Address: _____

Send Invoices to: Email
 Physical Address
 Billing Address: _____

The following items are required for CGT to initiate services.

- Written Authorization – please complete and return this signature page.
- Initial each page of the attached General Conditions – Engineering Services, dated 3/2013.

General Conditions - Engineering Services

- 1) Unless otherwise agreed in writing or specified in CTI's proposal, charges for all services will be billed in accordance with the Carlson Testing, Inc. (CTI) rate schedule in effect at the time the services are provided. Field services are portal to portal with a three-hour minimum charge for all services performed 7:00 am to 5:00 pm Monday through Friday. A two-hour minimum showup charge will be charged for any scheduled inspection which is cancelled unless CTI is notified of the cancellation at least 2 hours prior to the scheduled inspection time. A premium rate of 1.5 times the regular rate will be charged for all field services in excess of 8 hours per day or for inspections scheduled before 7:00 am or after 5:00 pm Monday through Friday. A minimum charge of 4 hours will be charged at a premium rate of 1.5 times the regular rate for inspections that are scheduled on Saturday, Sunday and/or Legal Holidays. Special services including but not limited to performing technical research, development of specialized testing or inspection procedures, review of project contractual or technical documents, conducting quality control audits, preparation of specialized reports, invoices or cost/budget summaries, attendance at project meetings, or other incidental services will be billed as Project Management or engineering services as appropriate.

For construction observation or inspection services, unless fulltime inspection has been requested for the project, CTI's services are provided on an "On-Call" basis. The number, frequency, duration, and type of inspections required are dependent upon construction activities, schedule, production, and changes and are not within CTI's control. Upon telephonic request, CTI will provide the inspection and testing services as requested and will invoice Client for services provided.

The extension of unit prices in any proposal with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the inspection and/or testing for any construction project. The quantities, when given, are estimates based on the information provided to CTI by the Client and contractors at the time our proposal is prepared. Since schedule, performance, production and changes are directed and controlled by others and are subject to change during the project, any quantity extensions are estimates only and not a guarantee of maximum cost.

- 2) Client will be invoiced once each month for work performed during the preceding period. Unless Client disputes the invoice, Client agrees to pay each invoice in full and with no retainage within thirty (30) days of receipt. Client's duty to make payment shall not be conditioned upon Client's receipt of payment or funding from any third party. Client further agrees to pay a service charge on all amounts invoiced and not paid within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest permitted under applicable law, whichever is the lesser) until paid. Failure of Client to make payment within thirty (30) days of invoice shall constitute a full release of CTI from any and all claims which Client may have, whether in contract or tort or otherwise, and whether known or unknown at the time.

If Client disputes any portion of an invoice, Client agrees to notify CTI in writing of all disputed amounts and the reason Client believes these amounts to be in error within thirty (30) days of receipt of the invoice. Client hereby waives any right to dispute an invoice following this thirty 30-day period.

Client agrees to pay CTI's cost of collection of all amounts due and unpaid after sixty (60) days, including arbitration fees, court costs, and reasonable attorney's fees. CTI reserves the right to withhold any final report or final letter of compliance until all outstanding invoices and collection costs including attorneys' fees and interest on late payments, if any, have been paid in full.

- 3) If Client instructs CTI to bill a third party for any services, CTI will bill the third party as a courtesy to Client. Client agrees, however, that Client shall be responsible for full payment of all outstanding charges if payment is not received by the 60th day following the invoice date and that Client shall make such payment to CTI within 30 days following notification that CTI has not received payment from the third party.

- 4) CTI's responsibilities shall not include determining, supervising, implementing or controlling the means, methods, techniques, sequences or procedures of construction or evaluating or reporting job conditions related to health, safety or welfare. CTI shall have no authority to alter any contract between any other parties or to approve or accept any portion of the work. Our job site activities do not change any agreement between Client and any other party. Only Client has the right to reject or stop work of its contractors or agents. Our presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client.
- 5) Unless otherwise agreed, Client shall furnish CTI with applicable permits and right-of-entry on the land and Client shall be responsible for the propriety of the time, place and manner of CTI's entry for making borings, surveys and other explorations. CTI will take reasonable precautions to minimize damage to the site from use of equipment, but has not included the cost of restoration of the site in the proposed fee. If Client desires CTI to restore the site to its approximate former condition, (i.e., compaction of backfill, pavement patching, restoring lawns, vegetation, etc.), CTI will accomplish this as an additional service. Client agrees to indemnify and hold harmless CTI and its officers, employees, directors, agents, and subcontractors from any claim, liability, or costs (including attorney fees) arising in connection with CTI's access to, entry upon, or the restoration of the site.
- 6) Client shall provide CTI with utility and substructure information on and adjacent to the project site and assumes responsibility for the accuracy of such information provided to CTI. Client will indemnify, defend and hold harmless CTI and its officers, employees, directors, agents, and subcontractors against any claim or damage which occurs as a result of CTI's reliance on this information. Any existing utility or substructure damage or hazardous waste discovered by CTI during the course of its service is the sole responsibility of Client.
- 7) Client assumes sole responsibility for determining whether the quantity and nature of work ordered by Client is adequate and sufficient for Client's intended purpose.

It is understood and agreed that statements made in CTI reports are observations based on technical judgments, and should not be construed to be conclusive representations of fact. Test borings, test pits and other methods of subsurface exploration are generally accepted means of obtaining subsurface information in this area. However, they cannot indicate with certainty the subsurface conditions between and below the test explorations. If conditions different from those indicated in the reports come to Client's attention after receipt of the reports, it is recommended that Client contact CTI immediately to authorize further appropriate evaluation. This evaluation shall be an additional service.

The conclusions and recommendations for construction in CTI's reports are based on limited sampling and the interpretation of variable surface and subsurface conditions. Our conclusions and recommendations shall be deemed preliminary unless or until we validate our assumptions and finalize our conclusions and recommendations by preconstruction design documents review and site presence during construction and have documented such work for our Client. If our Scope of Services does not include preconstruction plan review and construction observations, any reliance by Client or any other party on our preliminary assumptions, conclusions or recommendations is at the risk of that party and without liability to CTI. Nothing in CTI's reports, express or implied, is intended or shall be construed to confer on any person, other than the person or entity to whom this report is addressed, any right, remedy, or claim under or with respect to this report.

CTI will provide its professional services to Client with that degree of care and skill currently exercised under similar circumstances by members of its profession in the same locale. This representation is in lieu of any other warranty or representation, either expressed or implied. It is also understood and agreed that statements made in CTI reports are observations based on technical judgments, and should not be construed to be conclusive representations of fact. If conditions different from those indicated in the reports come to Client's attention after receipt of the reports, it is recommended that Client contact CTI immediately to authorize further appropriate evaluation.

- 8) The amount which CTI is charging you for the work performed under this Agreement is based upon your agreement to LIMIT OUR LIABILITY FOR ANY DAMAGES FOR ANY CLAIMS, AS DEFINED BELOW, TO THE GREATER OF \$50,000 OR THE PROFESSIONAL FEES RECEIVED BY CTI IN THE PERFORMANCE OF THIS AGREEMENT. By accepting this Agreement you are agreeing that CTI's maximum liability for any and all loss, property damage, personal injury, death, cost or expense of any kind ("Claims") shall be no more than \$50,000. This limitation of liability applies to any and all Claims, including but not limited to Claims arising from CTI's negligence, negligent misrepresentation, strict liability, breach of contract, breach of warranty, and any statutory or common law cause of action which arises out of or relates to, directly or indirectly, the work performed pursuant to this Agreement or recommendations made in future reports provided pursuant to this

Agreement. In Client is not willing to agree to this limitation of liability, CTI will consider removing this limitation of liability for additional consideration.

- 9) Subject to the limitations set forth above, CTI will indemnify and hold harmless Client and Client's officers, employees, agents, and directors from and against all claims, damages, losses and expenses, including reasonable attorney fees, arising out of or relating to CTI's performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by CTI's negligence or the negligence of anyone directly or indirectly employed by CTI. In no event shall the indemnity obligations of CTI exceed the greater of Fifty Thousand Dollars (\$50,000.00) or the professional fees received by CTI in the performance of this Agreement. In no event shall CTI be liable for indirect or consequential damages of any kind.
- 10) Client shall indemnify and hold harmless CTI and CTI's officers, employees, agents, and directors from and against all claims, damages, losses and expenses, including reasonable attorney fees, arising out of or resulting from the work on the project but only to the extent caused by Client's negligence or the negligence of anyone directly or indirectly employed by Client. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against CTI and to the extent that CTI shall prevail in such suit, cause of action, claim or counterclaim, the party initiating such action shall pay to CTI the costs and expenses incurred by CTI to answer and/or defend such suit, cause of action, claim or counterclaim, including reasonable attorney's fees, court costs, witness fees and other related expenses.
- 11) Client warrants that it does not know, suspect, assume or have reason to know of the presence of pollutants on or under the project site(s), or on/in property which must be crossed to conduct CTI's work and Client shall advise CTI of any discovery of hazardous waste or pollutants on or near the site(s). If hazardous waste or dangerous pollutants are discovered during the course of or in connection with CTI's work, it is hereby agreed that the scope of services, schedule, and the estimated project cost will be reviewed and that this contract shall be renegotiated or, in the sole discretion of CTI, terminated. Client is responsible for the proper decontamination and disposal of contaminated equipment, soil, material, and samples.

Client agrees to defend, indemnify and hold harmless CTI and its officers, employees, directors, agents, and subcontractors for all loss, cost, damage, expense (including attorney fees) or liability, arising out or in connection with CTI's services which exacerbates existing environmental pollution or contamination or any newly caused or created pollution or contamination.

- 12) Except for claims which are subject to the jurisdiction of Small Claims Court, all other claims, disputes, and other matters arising out of or relating to this Agreement or the work performed pursuant to this Agreement shall be subject to binding arbitration. Unless the parties agree otherwise, the arbitration shall be administered by the Arbitration Service of Portland. Arbitration proceedings under this Agreement may be consolidated with arbitration proceedings pending between other parties, at the arbitrator's discretion, provided they arise out of the same matter or related to the same subject matter.
- 13) The parties agree that all legal actions by either party against the other concerning our services pursuant to this Agreement or for failure to perform in accordance with the applicable standard of care, however denominated, will become barred two (2) years from the completion of CTI's services.
- 14) Client shall not assign its rights under this Agreement without the prior written consent of CTI. In the event of such permitted assignment, Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of CTI's work. CTI shall have no duty or obligation to any third party greater than that set forth in CTI's proposal or this Agreement.
- 15) Engineering reports, field data, laboratory data, analysis, calculations, estimates, designs and other documents prepared by CTI are instruments of CTI's service and remain our property. We will retain pertinent records relating to the services performed for 10 years following submission of any report produced under this Agreement, and will make extra copies of the Instruments of Service available to Client on request for a reasonable fee.

Neither Client nor any other party may use the Instruments of Service for additions or alterations to this project, or for other projects, or otherwise, without CTI's prior written permission. Client will defend, indemnify, and hold CTI harmless from any claims, damages and expenses arising out of any such reuse.

- 16) Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test.

- 17) This agreement shall be governed by the laws of the state in which the project is located.
- 18) The terms of this Agreement shall survive the completion of services and termination of the Agreement.
- 19) The ordering of work from CTI or use of any reports or information provided by CTI shall constitute acceptance of the terms of CTI's proposal and these General Conditions.

SCHEDULE OF CHARGES

1. PROFESSIONAL SERVICES

Unless otherwise agreed in writing, all fees for services are based on the number of hours worked on the project, including travel, by professional, technical and administrative personnel. A minimum 3-hour call-out applies for field services. Fee will be computed by multiplying the total hours for each class of personnel times the hourly rate listed below:

<u>Class</u>	<u>Rate</u>
Principal Engineer (P.E./G.E.)	\$180.00/hour
Senior Engineer (P.E.)	\$165.00/hour
Senior Engineering Geologist (CEG/RG)	\$165.00/hour
Geotechnical Project Engineer / Geologist (P.E./RG)	\$130.00/hour
Geotechnical Project Manager	\$100.00/hour
Geotechnical Staff III	\$90.00/hour
Geotechnical Staff II	\$80.00/hour
Geotechnical Staff I	\$70.00/hour
Administration	\$56.00/hour
Litigation Support	\$310.00/hour
Certified Erosion and Sediment Control Lead (CESCL) Inspector	\$90.00/hour
Pre-Construction Review of Existing Geotechnical Report (prepared by others)	Project-specific
Final Summary Letter – if required by jurisdiction	\$260.00 minimum
Emergency Response to New Service Request	100% Surcharge ¹
Per Diem	Project location dependent
Hourly Services Overtime ²	Hourly Rate x 1.5

¹ Surcharge is applicable for new projects requiring emergency response services with notice of less than 4 business hours. Surcharge will be applied for services provided based on verbal or written authorization. A minimum 4-hour call-out applies for field services provided on emergency response basis. Services provided after emergency response service will be provided on time-and-expense basis at rates indicated above.

² Overtime charges will be in effect, where applicable, per the attached Terms & Conditions, dated 3/2013.

2. EXPLORATIONS AND TESTS

Subcontractor(s) for drilling or other explorations, testing, and/or other contract services, will be invoiced to the Client on a cost plus basis. Laboratory tests or explorations performed using our equipment and personnel will be billed at Carlson Geotechnical's (CGT's) current unit prices. A copy of these prices will be provided upon request.

Test pits will be backfilled without compaction. We will attempt to locate test pits outside of structural areas; CGT will not be responsible for compaction of backfilled test pits.

3. SOIL SPECIAL INSPECTIONS AND TESTING

Soil special inspection and testing services will be billed at Carlson Geotechnical's (CGT's) current unit prices, unless otherwise stated in this proposal. A copy of these rates will be provided upon request. Unless otherwise agreed in writing, all fees for services are based on the number of hours worked on the project, including travel, by professional, technical and administrative personnel. A minimum 3-hour call-out applies for field services. Overtime charges will be in effect, where applicable, per the attached Terms & Conditions, dated 3/2013.

4. REIMBURSABLE EXPENSES

Expenses other than salary costs that are directly attributable to our professional services, except for mileage, will be invoiced on a cost plus basis. Mileage to and from the office will be charged at a rate of \$0.65 per mile.