

July 23, 2019

Prime Realty Investors, LLC
c/o First West Realty
3561 NE 215th Court
Fairview, OR 97024

Attention: Les Bick

Proposal
Environmental Services
Vista View Apartments
2075 NE 240th Avenue
Wood Village, Oregon
GeoDesign Project: Fairway-1-02

INTRODUCTION

GeoDesign, Inc. is pleased to submit this proposal to provide environmental services for the proposed Vista View Apartments located at 2075 NE 240th Avenue in Wood Village, Oregon (project site). The project site is currently vacant and encompasses approximately 0.76 acre.

Based on available information, the proposed development will consist of an apartment building with 61 residential units and a total floor area of approximately 61,000 square feet. The building will consist of three levels of wood-framed construction over two levels of partially below-grade parking. The partially below-grade parking levels will require site cuts of up to 20 feet.

It is our understand that geotechnical borings were drilled on the project site on July 22, 2019 and encountered fill material that included buried concrete, rebar, and metal (potential cars). GeoDesign is currently scheduling additional geotechnical explorations that include three test pits to depths of up to 20 feet below ground surface (BGS). Since fill material was encountered during previous explorations, GeoDesign recommends field screening soil for potential contamination during future explorations and collecting soil samples for chemical analysis to assist with future soil management.

SCOPE OF SERVICES

The purpose of our services is to provide environmental support during the future proposed geotechnical explorations. Specifically, we propose the following scope of services:

- Prepare a site-specific Health and Safety Plan.
- Contact Oregon's one-call Utility Notification Center to mark the location of public utilities beneath the project site.
- GeoDesign environmental personnel will observe the geotechnical test pits conducted at the project site.
- To the extent practical, soil samples will be screened continuously from each test pit. Soil will be observed to document subsurface conditions and visual and/or olfactory indications of petroleum compounds or other impacts. The samples will be field screened with a 10.6-electronvolt photoionization detector to quantitatively estimate the presence of volatile organic compounds (VOCs) using the "headspace method."
- Collect and containerize up to two soil samples from each test pit based on field screening results for potential chemical analysis. At least one soil sample will be submitted from each test pit for chemical analysis.
- Soil samples selected for chemical analysis will be placed in laboratory-prepared sample jars with Teflon™-lined lids and immediately placed in an ice chest and kept cool until delivery to the laboratory. The jars will be packed full to minimize headspace in the containers. Soil samples collected for VOC analyses will be collected in volatile organic analysis vials consistent with U.S. Environmental Protection Agency (EPA) Method 5035A preservation procedures for VOC sampling. Standard chain-of-custody procedures will be observed during transport of the samples to the laboratory.
- Soil samples will be submitted to Pace Analytical for gasoline-range hydrocarbons by Method NWTPH-Gx, diesel- and oil-range hydrocarbons by Method NWTPH-Dx, and RCRA 8 total metals by EPA Method 6020. Based on the chemical analytical results and field screening results, follow-up analysis of VOCs by EPA Method 8020B, polycyclic aromatic hydrocarbons by EPA Method 8270D-SIM, and/or polychlorinated biphenyls by EPA Method 8082 may be necessary
- GeoDesign will summarize the chemical analytical results in a letter report that includes a description of the project site conditions, field and sampling activities, a site plan depicting the sampling locations, tabulated chemical analytical data, a discussion of chemical analytical results, and supporting information.

SCHEDULE AND BUDGET

GeoDesign is prepared to commence services upon receiving your authorization to proceed. We estimate that the geotechnical exploration will take one day. Chemical analysis will be performed on a standard turnaround time of 7 to 10 business days following receipt of the samples by the analytical laboratory. The report will be provided within two to three weeks of receipt of the final analytical results.

We propose to provide our services on a time-and-material basis in accordance with the Schedule of Charges and General Conditions that are attached to this proposal. Our estimated fee to provide the aforementioned scope of services is between \$3,400 and \$6,900 depending on the number of samples submitted for chemical analysis. A breakdown of our estimated fee is presented below.

Activity	Estimated Fee
GeoDesign Field Screening Equipment	\$450
Laboratory Analysis	950 - 4,450
Reporting Activities (data evaluation, research, and project management)	<u>2,000</u>
Total Estimated Fee	\$3,400 - 6,900

Our cost is based on the following assumptions:

- A maximum of six soil samples will be submitted to the chemical analytical laboratory on a standard turnaround time.
- GeoDesign field labor budget and exploration subcontractor costs are included in the geotechnical proposal.
- The explorations can be conducted during standard business days and hours (Monday through Friday, 7:00 a.m. to 5:00 p.m.).
- Excavated soil will be used to backfill the test pits.
- Findings, conclusions, and recommendations resulting from these services will be based on information derived from on-site activities and other services performed under this scope of services; such information is subject to change over time. Certain indicators of the presence of hazardous substances, petroleum products, or other constituents may be latent, inaccessible, unobservable, non-detectable, or not present during these services; we cannot represent that the project site does not contain hazardous substances, toxic substances, petroleum products, or other latent conditions beyond those identified during the proposed investigation. Subsurface conditions may vary from those encountered at specific borings or wells or during other surveys, tests, assessments, investigations, or exploratory services; the data, interpretations, findings, and our recommendations are based solely on data obtained at the locations and time of our investigation and within the scope of these services.

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We appreciate the opportunity to work with you on this project. Please call if you have questions regarding this submittal. To formally authorize our services, return one signed copy of this proposal.

Sincerely,

GeoDesign, Inc.



Kyle Haggart, G.I.T.
Environmental Staff



Lon R. Yandell, R.G.
Principal Geologist

KTH:LRY:kt

Attachments

One copy submitted (via email only)

Document ID: Fairway-1-02-01-072319-envp.docx

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The scope of services and terms described herein are accepted, and GeoDesign, Inc. is authorized to proceed.

Prime Realty Investors, LLC by
Organization

Les Bick
Signature*

7/23/19
Date

Les Bick
Printed Name

managing member
Title

*Individual with contracting authority and responsible for payment of GeoDesign, Inc.'s fees.

ENVIRONMENTAL SCHEDULE OF CHARGES

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a fixed fee amount is so indicated in the proposal or services agreement. Contracted professional and technical services will be charged at the applicable hourly rates as listed below. Staff time spent in depositions, trial preparation, and court or hearing testimony will be billed at 1.5 to 2 times the below rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule; when traveling by public carrier, a maximum charge of eight hours per day will be made. Current rates are as follows:

Personnel	Hourly Rate	Personnel	Hourly Rate
Support Staff	\$ 72	Staff III	\$125
Project Assistant	\$ 84	Technical Specialist I	\$135
Senior Project Assistant	\$ 91	Technical Specialist II	\$149
Technician I	\$ 77	Senior Technical Specialist	\$163
Technician II	\$ 89	Project Manager I	\$144
Senior Technician	\$ 95	Project Manager II	\$153
CAD	\$ 95	Senior Project Manager	\$164
Senior CAD Technician	\$105	Associate	\$179
Staff I	\$ 99	Senior Associate	\$191
Staff II	\$113	Principal	\$209

Equipment

	Rate
Air compressor, generator (per day)	\$ 55
Bladder pump (per day) (includes generator)	\$ 115
Digital camera (per day)	\$ 11
Disposable bailers (per item)	\$ 15
Disposable field filter (per item)	\$ 22
Dissolved oxygen meter (per day)	\$ 34
Electric sampling pump (per day)	\$ 29
Gas extraction monitor (per day; maximum \$606 per week)	\$ 193
Gas vapor probe kit (per day)	\$ 240
Global positioning system (GPS) – differential (per day)	\$ 105
Global positioning system (GPS) – hand-held (per day)	\$ 32
Hand auger (per day)	\$ 39
Helium and Helium Detector (per day)	\$ 120
Infrared camera (Flir b40) (per day)	\$ 276
Interface meter (per day)	\$ 57
Low-flow sampling kit (per day; maximum \$827 per week)	\$ 232
Moisture Meter (Delmhorst BD-2100) (per day)	\$ 28
Oxidation reduction potential (ORP) meter (per day)	\$ 46
Peristaltic pump (per day)	\$ 68
pH/conductivity/temperature meter (per day)	\$ 46
Photoionization detector (PID) (per day; maximum \$386 per week)	\$ 121
Sampling kit (gloves, goggles, tools, etc.) (per day)	\$ 22
Sample tubing (polyethylene - per foot)	\$ 0.55
Sample tubing (silicon - per foot)	\$ 1.65
Sample tubing (Teflon - per foot)	\$ 2.21
Soil vapor probe with slide hammer and enclosure	\$ 55
Specialty software (MODFLOW, per hour)	\$16.80
Summa Sampling Kit (per sample)	\$ 10
Total Station – Survey Equipment (per hour; maximum \$400 per day)	\$ 55
XRF lead paint analyzer (per day)	\$ 250
Vehicle (company) usage (full day, plus \$0.63 per mile charge)	\$ 22
Vehicle (personal) usage (per mile)	\$ 0.63
Van Veen sediment sampler (per day)	\$ 110
Water level meter (per day)	\$ 46
YSI probe (per day)	\$ 110

Reproduction

	Black/White	Color
8 ½ x 11 (per finished page)	\$ 0.10	\$ 0.16
11 x 17 (per finished page)	\$ 0.20	\$ 0.32
C- or D-size plots (per finished plot)	\$25.00	\$25.00
D-size scan		\$12.50

OTHER SERVICES, SUPPLIES, AND SPECIAL TAXES

Outside services (equipment, supplies, and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations) are charged at cost plus 12 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance that may be required. Specialized equipment will be quoted on a per-job basis. In-house disposable field supplies (routinely used field supplies stocked in-house by GeoDesign) at current rates. List available upon request. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost. All rates are subject to change upon notification.

GENERAL CONDITIONS

GeoDesign, Inc. strives to meet the needs of each client and to develop and maintain long-term relationships based on open communication, mutual trust, and respect. We believe that the achievement of an appropriate level of partnering and risk sharing on each assignment is necessary toward that end. Ultimately, this provides a significant level of protection for each client. The following General Conditions have been developed with this in mind.

INTEGRATION

The Agreement letter together with the General Conditions comprise the entire Agreement between the parties. This Agreement may not be changed without the prior written consent of all parties to the Agreement. There are no terms or conditions that are not expressed in this Agreement.

STANDARD OF CARE

GeoDesign, Inc. will perform its professional services in accordance with that degree of care and skill ordinarily exercised by similarly qualified geoscience professionals currently practicing in this area under similar conditions. No warranties or representations are expressed or implied.

THIRD PARTY INDEMNIFICATION

To the fullest extent permitted by law, Client agrees to defend, indemnify, and hold harmless GeoDesign, Inc. from any third party claims for injury or losses allegedly arising out of or related to GeoDesign, Inc.'s services under this Agreement, to the extent such claims arise out of the gross negligence or willful misconduct of Client or its employees.

CLIENT FURNISHED INFORMATION AND OBLIGATIONS

The Client is responsible to provide to GeoDesign, Inc. a description of the property, its location, the locations of any underground utilities, facilities, or structures on or adjacent to the property that could impact our work, as well as the nature and location of any known or suspected hazardous materials that may exist on the property. The Client agrees to defend and hold GeoDesign, Inc., its owners, employees, subcontractors, and agents harmless from any damage to subterranean structures known by Client to exist that are not specifically identified to GeoDesign, Inc. Client agrees that any hazardous materials, including asbestos, present at the work site prior to and during the performance of this Agreement were not generated, transported, stored, or disposed by GeoDesign, Inc.

SITE ACCESS/RIGHT-OF-ENTRY

The Client must advise GeoDesign, Inc., prior to commencement of our services, of any special requirements for site entry, work permits, security clearances, licenses, or any other required permissions. If the property is not owned by the Client, the Client shall obtain written permission for right-of-entry for the purpose of accomplishing our services.

SURFACE AND SUBSURFACE DISTURBANCE

GeoDesign, Inc. will take reasonable precautions to minimize surface and subsurface disturbance. In the normal course of exploratory work some surface disturbance may occur, the restoration of which is not part of this Agreement, unless specifically provided in the scope of services and budget.

UNANTICIPATED CONDITIONS OR HAZARDOUS MATERIALS

Subsurface conditions may vary from those encountered at the locations where surveys or explorations are made by GeoDesign, Inc. Because the data, interpretations, and recommendations of GeoDesign, Inc. are based solely on the information available to GeoDesign, Inc., limitations on available data will result in some level of uncertainty and, therefore, risk, with respect to the interpretation of environmental, geological, and geotechnical conditions, despite the use of due professional care. The discovery of unanticipated conditions or hazardous materials constitutes a changed condition mandating an appropriate re-negotiation of the scope of services and budget or termination of services. The discovery of unanticipated hazardous materials also may make it necessary for GeoDesign, Inc. to take immediate measures to address health and safety. GeoDesign, Inc. shall notify Client as soon as practically possible should hazardous materials be encountered. Client agrees to compensate GeoDesign, Inc. for the additional cost of services necessary to protect the health and safety of the public and GeoDesign, Inc.'s employees.

INDEMNIFICATION

Client and GeoDesign, Inc. each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and GeoDesign, Inc., they shall be borne by each party in proportion to its negligence.

The Client agrees that GeoDesign, Inc. will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure. Client further agrees to indemnify and hold GeoDesign, Inc. harmless from third party claims for damages arising from the presence of or exposure to any Biological Pollutants, except for damages arising from or caused by GeoDesign, Inc.'s sole negligence. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

REPORTING OF HAZARDOUS SUBSTANCE RELEASES

The Client is responsible for reporting releases of hazardous substances when such reports are required by government agencies. The Client agrees to defend and hold GeoDesign, Inc. harmless for government or other third party action taken from Client's failure to comply with hazardous substance release reporting requirements.

JOB SITE CONDUCT AND SAFETY

GeoDesign, Inc. will be responsible for its professional activities on the job site. This will not relieve the Client, Owner, or construction contractors of their obligation to maintain a safe job site. Neither GeoDesign, Inc.'s professional activities nor the presence of its employees or subcontractors shall be construed to imply responsibility for job site safety.

CONSTRUCTION AND REMEDIATION MONITORING

The Client understands that the recommendations for construction or remediation presented in GeoDesign, Inc.'s reports are based on interpretations of variable subsurface conditions. In order to validate its assumptions, GeoDesign, Inc. needs to be present during construction or remediation. Therefore, this Agreement should include pre-construction plan review and construction observation/remediation monitoring services by GeoDesign, Inc. if construction will be part of the project. If not allowed to provide pre-construction plan review and construction observation/remediation monitoring services, GeoDesign, Inc. will assume no liability for the accuracy of its preliminary assumptions and recommendations. GeoDesign, Inc.'s actions shall not be construed as altering any Agreement between the Client and others. Only the Client has the right to reject or stop work of any of the Client's agents. GeoDesign, Inc.'s presence on site does not in any way guarantee the completion,

quality, or performance of the work of any party retained by the Client to provide field or construction/remediation-related services. GeoDesign, Inc. will not be responsible for, and will not have control or charge of, specific means, methods, techniques, sequences, or procedures of construction or remediation selected by any agent or agreement of the Client, or safety precautions and programs incident thereto.

SAMPLE RETENTION AND DISPOSAL

Non-hazardous samples will be discarded sixty (60) days after they are obtained unless prior arrangements are made to store or deliver the samples. Samples containing hazardous materials that are regulated under federal, state, or local environmental laws will be returned to the Client, at the Client's expense, unless other written arrangements have been made.

INSTRUMENTS OF SERVICE

Reports, field data, laboratory data, analyses, calculations, estimates, designs, and other documents prepared by GeoDesign, Inc. as instruments of service shall remain the property of GeoDesign, Inc. GeoDesign, Inc. will retain pertinent records relating to the services performed for a period of ten (10) years following submission of the report. Copies of the instruments of service will be made available to the Client on request for a reasonable fee. Reuse of any instruments of service by the Client on extensions of this project, or on other projects, or otherwise outside the scope of this Agreement, without GeoDesign, Inc.'s written permission will be at the Client's risk. Client agrees to defend, indemnify, and hold harmless GeoDesign, Inc. from any claims, damages, and expenses arising out of such reuse.

BILLING AND PAYMENT

Billing for services will be submitted monthly. Payment is due on receipt of the invoice unless otherwise agreed in writing. A service charge of one and one-half percent (1½%) per month will be added to unpaid accounts due over thirty (30) days. Expenses incurred for lien or collecting delinquent amounts, including, but not limited to, attorneys' fees, legal costs, and charges for GeoDesign, Inc.'s staff time shall be paid in addition to the delinquent amount.

TERMINATION OF SERVICES

This Agreement may be terminated by either party upon at least seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms and conditions through no fault of the terminating party. Such termination shall not be effective if the failure has been remedied before expiration of the period specified in the written notice. In the event that the Client requests early termination of our services, GeoDesign, Inc. reserves the right to complete such analyses and records as are necessary to place its files in order and to complete a report on the services performed to date. Charges for these termination activities shall be in addition to all charges incurred up to the date of termination.

INSURANCE

GeoDesign, Inc. maintains Worker's Compensation and Employer's Liability Insurance as required by state laws. GeoDesign, Inc. also maintains comprehensive general, auto, professional, and environmental impairment liability insurance, certificates of which are available on request.

LIMITATION OF REMEDIES

General: The parties agree that GeoDesign, Inc.'s limit of liability applies to all of its work on this project that is the subject of this Agreement. All prior and subsequent phases of work completed by GeoDesign, Inc. for this project will be executed under the terms of these General Conditions, and the aggregate liability for all phases of this project, including any indemnity obligation, will be the limits identified below.

Non-Professional Liability Claims: In the performance of this Agreement and subject to the limits, terms, and conditions of property damage and public liability coverage, GeoDesign, Inc. agrees to indemnify and hold Client harmless from GeoDesign, Inc.'s proportional share of liability resulting from its negligence or breach of contract compared to that of other persons or entities which results in damage to Client. GeoDesign, Inc. shall not be responsible for any loss, damage, or liability beyond the amounts, limits, coverage, or conditions of its insurance coverage on the date the claim is made. GeoDesign, Inc. shall not be responsible for Client's negligence nor the negligence of third parties.

Professional Liability Claims: In consideration of relative opportunities for financial reward from this project for the parties to this Agreement, Client agrees that the maximum aggregate amount of its recovery from GeoDesign, Inc. or its employees due to any and all claims of professional negligence and breach of contract arising out of any incident on non-residential projects shall be limited to the amount of GeoDesign, Inc.'s fee for the services provided under this Agreement or \$50,000, whichever is the greater, unless a higher limit with commensurate compensation is specifically negotiated. Professional liability on residential projects is limited to the amount of GeoDesign, Inc.'s fee for the services provided under this Agreement. GeoDesign, Inc. shall not be responsible for Client's negligence, breach of contract, willful misconduct or other fault, or that of its contractors, agents, other consultants or third parties.

CONSEQUENTIAL DAMAGES

Neither Client nor GeoDesign, Inc. shall be liable for consequential damages, including loss of use or loss of profits, or indirect damages, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, strict liability, breach of warranty or negligent act, error or omission, whether professional or nonprofessional.

DISPUTES

Any dispute, controversy, or claim arising out of or relating to this Agreement, or breach thereof, shall be referred to mediation before litigation may be pursued, unless the parties mutually agree otherwise. The law of the State of Oregon will govern the validity and execution of this Agreement and the disposition of any claims related to this Agreement.

TIME BAR TO LEGAL ACTION

Legal actions by either party against the other for breach of this Agreement, failure to perform in accordance with the applicable standard of care, claims of misrepresentation, or any other tort claim shall be barred two (2) years after the date Claimant knew or should have known of any damage or injury as a result of the services provided under this Agreement or six (6) years after termination of GeoDesign, Inc.'s services, whichever is earlier.

ASSIGNS

Neither the Client nor GeoDesign, Inc. may delegate, assign, sublet, or transfer the duties, interests, or responsibilities set forth in this Agreement to other entities without the written consent of the other party.

SURVIVAL

These terms and conditions shall survive the completion of the services under the Agreement and the termination of the Agreement for any cause.

SEVERABILITY

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and remaining provisions shall continue in force. Client and GeoDesign, Inc. shall in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.