

June 30, 2025 Proposal No. P-9157

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SUBJECT: PROPOSAL FOR INFILTRATION TESTING

797 DEARBORN AVE INFILTRATION

797 DEARBORN AVENUE N

KEIZER, OREGON

In accordance with your request, GeoPacific Engineering, Inc. (GeoPacific) is pleased to present this proposal for geotechnical engineering services for your project located in Keizer, Oregon. We understand the scope of work consists of conducting soil infiltration testing to support evaluation of a stormwater infiltration system at the subject site.

SITE AND PROJECT DESCRIPTION

The subject site is located at 797 Dearborn Avenue in the City of Keizer, Oregon, and consists of Tax Lot 073W02BD 04800, totaling approximately 0.45 acres in size. Based on available aerial imagery, it appears that the site is currently occupied by a single-family residence and associated outbuildings. Topography at the site is relatively level with site elevations ranging from approximately 135 to 137 feet above mean sea level (amsl).

We understand that subsurface soil disposal of stormwater is desired at the site and that exploration and infiltration testing is needed to determine hydraulic conductivity values of on-site soils.

SCOPE OF WORK

The main purpose of our investigation will be to evaluate subsurface conditions at the site and provide subsurface logs and soil infiltration test results. Specific tasks that we will perform include field exploration, field and laboratory testing, infiltration testing, and report preparation.

Field Exploration: We anticipate one day of field testing and exploration onsite with one GeoPacific staff member. An experienced geologist or engineering staff member will log and sample one to two exploratory hand auger borings to a maximum depth of approximately 10 feet below the existing ground surface or refusal, whichever is shallower, using equipment provided by GeoPacific. Disturbed soil samples will be collected from the hand augers, and select laboratory testing may be conducted upon representative samples. Soil infiltration testing will be conducted at a depth of

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approximately 5 feet. Actual infiltration testing depths will be determined in the field based on soil and groundwater conditions.

While we will be careful to limit the amount of disturbance caused by the subsurface investigation program, some disturbance is unavoidable. At the completion of the hand auger borings, the exploration will be backfilled loosely with onsite soil. This proposal does not include any costs associated with regrading or revegetating the site following our subsurface explorations.

Laboratory and Field Testing: Selected samples may be analyzed for soil classifications in accordance with USCS soil classification systems, grain-size sieve analysis, plasticity characteristics, and in-situ moisture content.

Engineering Analysis and Report: All field, laboratory and office data will be provided in a geotechnical infiltration report presenting our conclusions and recommendations regarding the following issues:

- Observed surface geologic conditions
- Subsurface conditions encountered in explorations
- Seepage and groundwater conditions
- Infiltration test results (facilities to be designed by others)

Digital copies of our report will be submitted, unless otherwise requested.



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SCHEDULE AND COST

We are prepared to undertake the described scope of work on a time and expense basis in accordance with the terms and conditions of the attached General Conditions for Geotechnical Services. Our cost estimate for the proposed geotechnical infiltration study and report is \$2,600 based on the following itemized cost breakdown:

Work Task	Amount
Field Exploration and Infiltration Testing (GeoPacific)	\$1,200
Soils Laboratory Testing	\$500
Analysis, Drafting, and Report Preparation	\$900
Total Cost:	\$2,600

GeoPacific can begin subsurface exploration and geotechnical study for the project upon receipt of a signed proposal contract. Currently, the timetable for a study of this type is one to two weeks for onsite geotechnical field exploration, and one to two weeks for analysis and report preparation. Postreport services such as project design and coordination meetings can be provided at your request, on a time and expense basis in accordance with the terms and conditions in the attached Standard Fee Schedule.

ACCEPTANCE OF PROPOSAL

Upon acceptance of this proposal, please sign below and return a copy to our office at your earliest convenience. Please note the Limit of Liability section on Page 2 of the General Conditions. If you agree with this limit, please sign below. Otherwise, please call to discuss this concept or any other aspect of our planned scope of work.

Sincerely,

GEOPACIFIC ENGINEERING, INC. Proposal Accepted By:

James D. Imbrie, G.E. P.E.

GeoPacific Engineering, Inc.

Matthew Johnson

Please Print

Attachments: General Conditions for Geotechnical Services

Standard Schedule of Charge

7/1/25

GEOPACIFIC ENGINEERING, INC. GENERAL CONDITIONS FOR GEOTECHNICAL SERVICES June 30, 2025

GeoPacific Engineering, Inc. (GeoPacific), an Oregon Corporation, and Client agree that the following general conditions shall apply to the services provided by GeoPacific.

STANDARD OF CARE

GeoPacific Engineering, 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 other representations are expressed or implied.

CLIENT FURNISHED INFORMATION AND OBLIGATIONS

The Client is responsible to provide GeoPacific a description of the property, its location, and the locations of any underground utilities, facilities or structures on or adjacent to the property which could impact our work. GeoPacific, its owners, employees, subcontractors and agents will not be responsible for any damages to buried utilities or subterranean structures which are not specifically identified to GeoPacific. The Client also must advise GeoPacific of the location and nature of any known or suspected hazardous materials that may exist on the property.

SITE ACCESS/RIGHT OF ENTRY

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

SURFACE AND SUBSURFACE DISTURBANCE

GeoPacific Engineering, 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 for work.

UNANTICIPATED CONDITIONS OR HAZARDOUS MATERIALS

Subsurface conditions may vary from those encountered at the locations where surveys or explorations are made by GeoPacific. Because the data, interpretations and recommendations of GeoPacific Engineering, Inc. are based solely on the information available to GeoPacific Engineering, Inc., limitations on the available data will result in some level of uncertainty, and therefore risk, with respect to the interpretation of environmental, geologic 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 renegotiation of the scope of services and budget or termination of services. The discovery of unanticipated hazardous materials also may make it necessary for GeoPacific to take immediate measures to address health and safety. GeoPacific Engineering, Inc. shall notify Client as soon as practically possible should hazardous materials be encountered. Client agrees to compensate GeoPacific for the additional cost of services necessary to protect the health and safety of the public and GeoPacific Engineering, Inc.' employees.

INDEMNIFICATION FOR HAZARDOUS MATERIALS AND RELEASE OF POLLUTANTS

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, stored or disposed by GeoPacific. The exploration for and assessment of hazardous materials by GeoPacific are done on behalf of the Client. To the fullest extent permitted by law, the Client shall defend, indemnify and hold harmless GeoPacific, its owners, employees, subcontractors and agents, from any and all liability, loss, costs, damage or expenses (including attorneys' fees and costs upon mediation, trial, arbitration and appeal) arising out of or in connection with (1) any-pollution-related claims or damages at the site, and (2) the performance of any professional services of GeoPacific Engineering, Inc. that result in alleged exacerbation of existing environmental pollution or contamination, or result in any newly caused or created pollution or contamination. This indemnification will not apply to claims, damages, losses or expenses to the extent they are a result of negligent acts by GeoPacific Engineering, Inc. under this Agreement or to the extent new pollutants are introduced solely by GeoPacific.

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, indemnify and hold GeoPacific harmless for any claims due to Client's failure to comply with hazardous substance release reporting requirements.

JOB SITE CONDUCT AND SAFETY

GeoPacific Engineering, 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 GeoPacific Engineering, Inc.'s professional activities nor the presence of its employees or subcontractors shall be construed to imply responsibility for job site safety.

SAMPLE RETENTION AND DISPOSAL

Non hazardous samples will be discarded 30 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 site.

INSTRUMENTS OF SERVICE

Reports, field data, laboratory data, analyses, calculations, estimates, designs and other documents prepared by GeoPacific as instruments of service shall remain the property of GeoPacific. GeoPacific will retain pertinent records relating to the services performed for a period of ten years following submission of the report. Copies of the instruments of service will be made available to the Client on request at a reasonable fee. Reuse of any instruments of service by the Client on extensions of this project or on other

projects without GeoPacific's written permissions will be at the Client's risk. Client agrees to defend, indemnify and hold harmless GeoPacific from 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 (1.5%) per month will be added to unpaid accounts due over 30 days. Expenses incurred in preparation and/or foreclosure of any lien or collecting delinquent amounts including, but not limited to GeoPacific's staff time and attorneys' fees and costs at arbitration, trial and appeal. If invoices are overdue by 30 days or more, GeoPacific reserves the right to temporarily halt services and/or hold work products. GeoPacific will not be responsible for delays or damages resulting from cessation of services or withholding of work products, in cases where invoices are overdue.

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 that substantial 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, GeoPacific reserves the right to complete such analyses and records as are necessary to place its files in order and 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

GeoPacific maintains Workers' Compensation Insurance as required by state and federal laws. GeoPacific also maintains comprehensive general, auto, and professional liability insurance. Certificates are available upon request.

CONSEQUENTIAL DAMAGES

GeoPacific shall not 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 shall be mediated. Oregon law shall apply and jurisdiction for this disputes shall be in the courts of Oregon.

ASSIGNS

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

SEVERABILITY

The Client and GeoPacific have entered into this Agreement of their own free will, to communicate to one another mutual understandings and responsibilities. Any element of the Agreement later held to violate a law or regulation shall be deemed void, and remaining provisions shall continue in force. Client and GeoPacific 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.

THIRD PARTY BENEFICIARIES

There are no third party beneficiaries. GeoPacific's services are provided solely for the Client.

NO FIDUCIARY DUTY

There is no fiduciary responsibility from GeoPacific to the Client.

LIMIT OF LIABILITY

General Liability: In the performance of this Agreement and subject to the limits, terms and conditions of property damage and public liability coverage, GeoPacific agrees to indemnify and hold Client harmless from GeoPacific's proportional share of liability resulting from its negligence and any breach of contract compared to that of other persons or entities which results in damage to the Client. GeoPacific **shall not be responsible for any loss, damage, or liability beyond GeoPacific's available insurance proceeds**. GeoPacific shall not be responsible for Client's negligence nor the negligence of third parties.

Professional Liability: 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 GeoPacific or its employees due to any and all claims of professional negligence and breach of contract arising out of GeoPacific's performance under this Contract **shall be limited** to \$50,000 or the amount of GeoPacific's fees for the services provided under this Agreement, whichever is more, unless a higher limit with commensurate compensation is specifically negotiated.



STANDARD SCHEDULE OF CHARGES - 2025

PERSONNEL	HOURLY RATE
Principal Engineer	\$ 220
Associate Engineer	\$ 200
Associate Engineering Geologist	\$ 190
Associate Environmental Scientist	\$ 160
Engineering Geologist II/Staff Engineer II	\$ 150
Staff Geologist I/Staff Engineer I	\$ 130
Senior Technician II/Technical Staff I	\$ 125
Senior Technician	\$ 105
Technician	\$ 98
Administrative Services	3%

Hours worked in excess of 8 per day, in excess of 40 hours per week, or that are worked on a Saturday, Sunday or national holidays will be billed at 140% of the regular rates when these overtime hours are requested by the Client or are reasonably necessary to meet job schedules. Expert witness, deposition, or trial services provided at two times the standard hourly rate, with 4-hour minimum. Time spent in either local or inter-city travel, when in the interest of this contract, will be charged in accordance with the foregoing schedule.

EQUIPMENT AND OUTSIDE SERVICES	RATE	
Automotive Mileage	\$ 0.74 / mile	
Nuclear Density Gauge	\$ 50/Day	
Slope Inclinometer (per day)	\$ 200	
Asphalt /Concrete Coring Machine (per day)	\$ 200	
Per Diem Expense (per day)	Cost	
Outside Laboratory Services	Cost + 10%	
Drilling, Excavator & Other Outside Services	Cost + 10%	

LABORATORY TESTING	RATE (PER TEST)	
Atterberg Limits (ASTM D4318, AASHTO T89/T90)	\$ 200	
Wet Prep Additional Fee	\$ 100	
Consolidation Test (ASTM D2435, AASHTO T-216)	\$ 500	
Concrete Compressive Test 4x8 or 6x12 (ASTM C39, AASHTO T-22	\$ 40	
Direct Shear Test - 3 Points (ASTM D3080, AASHTO T-236)	\$ 800	
Residual Direct Shear – Per Point	\$ 400	
Expansion Index (ASTM D4829, AASHTO T-258)	\$ 500	
Moisture Content (ASTM D2216, AASHTO T-265)	\$ 30	
Moisture-Density Relationship		
(ASTM D698, AASHTO T-99 & ASTM D1557, AASHTO T-180)	\$ 250	
with Specific Gravity & Absorption of Oversize		
(ASTM 127, AASHTO T-85)	\$ 300	
Proctor Separation Sieve Only		
(ASTM D698, AASHTO T-99, ASTM C1557, AASHTO T-180)	\$ 75	
Grain Size Distribution of Soils with № 200 Wash (ASTM D6913)	\$ 200	
with Hydrometer (ASTM D422)	\$ 350	
with Hydrometer (ASTM D7928)	\$ 400	
Sieve Analysis (ASTM C136, AASHTO T27)	\$ 175	
with № 200 Wash (ASTM C117, AASHTO T-11)	\$ 250	
No. 200 Wash Sieve Only (ASTM D1140, AASHTO T-11)	\$ 75	
Organic Content (ASTM D2974, AASHTO T-267)	\$ 125	
Sand Equivalent (ASTM D2419, AASHTO T-176)	\$ 175	
Theoretical Max Specific Gravity (ASTM D2041, AASHTO T-209)	\$ 150	