



3/21/2023

Nisqually Meadows HOA

Attn: April Newman; Melissa Worthington

PO Box 2986

Yelm, WA

April: 253.880.4360

Melissa: 253.330.7580

hoa@nisquallymeadows.com

**Subject: Proposal for Geotechnical Services
Nisqually Meadows Geo – Geotechnical Consultation
TPN: 65080300000; 105th Ave SE, Yelm, WA**

Dear Client,

Quality Geo NW, PLLC (QG) would like to thank you for the opportunity to offer our services, and respectfully submits the following proposal to provide geotechnical services, for your review and approval. The total cost of our services on this project is estimated at **\$2,995**, to be performed and billed for on a *Fixed Fee* basis as detailed in the attached bid sheet at the end of this document. No additional work will be performed beyond the following scope & estimate without your authorization.

If you wish to accept this proposal, please sign the last page, and scan a signed copy to your contact with QG at your earliest convenience. **Quality Geo requires a 50% upfront payment** which, upon receipt, will be accepted as a formal notice to proceed. **Payments with check incur no additional fees, while payments with credit/debit card will incur an additional 3% transaction fee.** Unless notice to proceed is received, the cost estimate and scope of services shall remain valid for not more than 90 days. By nature of providing professional services and not supplying material goods to the project, QG assumes itself exempt from sales or use taxes.

QG is a licensed consulting business which employs (and is partnered with) WA Licensed Geologists, Engineering Geologists, Professional Engineers, WABO Special Inspectors, and WABO Supervising Laboratory Technicians. Our partners laboratory services conform to applicable ASTM and AASHTO standards, and are regularly audited by WSDOT, A2LA, the Army Corps of Engineers, and WABO. Our staff have a well-rounded and comprehensive understanding of the geology of Western Washington, having conducted hundreds of investigations throughout the region over the last decade. Rest assured; you are in good hands.

We look forward to working together.

Cordially,

Ray Gean II
Staff Geologist / Project Manager

Quality Geo NW, PLLC

Serving All of Washington & Oregon | Geotechnical Investigations & Engineering Consultation
Phone: 360-878-9705 | Web: qualitygeonw.com | Mail: 4631 Whitman Ln SE, Ste D, Lacey, WA 98513



SCOPE OF SERVICES & PROJECT UNDERSTANDING

The project proposes new construction of a retaining wall (designed by others) within a presently undeveloped parcel. The client requests a geotechnical consultation to evaluate slope, soil conditions, and drainage feasibility on site.

A site plan was provided to QG. Geology of the site is mapped as outwash gravel deposits.

Field Work:

QG will provide surface exploration and site characterization by the following techniques:

- Slope reconnaissance within the site boundaries
 - Visual assessment of sloped features within the site.
 - Dynamic Cone Penetrometer testing as needed.
 - Hand auger Explorations as needed.
 - Photo reconnaissance.
 - Hand measurements of slope extent and inclination as necessary within accessible areas of the site.

Deliverable:

QG will provide a report summarizing our field explorations and findings including recommendations for load bearing, protecting critical slopes and drainage feasibility.

STIPULATIONS

- By entering into this agreement, Client acknowledges that the following stipulations and general terms have been reviewed and are understood to be a material part of this agreement, and that the client has had an opportunity to seek professional legal advice regarding these provisions.
- **Scope of work at this time does not include: wetland delineations, geohazard evaluation, slope stability computer modeling, retaining wall design, deep sub surface explorations, groundwater monitoring, infiltration analysis, environmental consulting, hydrogeologic analysis, engineering designs, plan drafting, permit submittals, additional inspections, meetings, materials testing, or consultation during construction.**
- Unforeseen circumstances may result in a requirement for additional analysis, site exploration, or testing. If conditions of concern are encountered during field explorations, QG may recommend the client consider additional exploration and analysis. These and other services may can be provided in a separate and additional scope of work if requested by the client. QG will consult with the client prior to modifying the scope if the total fees will exceed the original bid estimate total.
- Field testing is restricted to the subject parcel. QG assumes the client will provide sufficient access to the site. Unless stated elsewhere, location and marking of privately installed utilities shall be the responsibility of the client. Final site restoration will be the responsibility of the client. Client assumes all responsibility for any physical or economic damage during, or resulting from, our field explorations, and the eventual site development. In the event of bodily injury or property damage claims not related to professional errors or omissions, QG shall not be responsible for any loss, damage or liability beyond the amounts, limits or conditions of the applicable insurance coverage on the date the claim is made.
- QG may adjust the final number and type of laboratory test to be performed, depending on project needs, and within the allowed budget. QG may adjust the distribution of hours spent or quantity and allocation of field staff on an individual task depending on the project needs, within the approved bid estimate total.
- Client understands it is their responsibility to disclose any and all relevant knowledge or documents pertaining to the site, the proposed project, and our proposed services. Failure to do so may result in an incomplete consultation and may nullify any recommendations prior to the disclosure. Client assumes full responsibility for transmitting and disclosing the necessary items.
- Additional services not contained in the bid estimate for services (if approved), will be billed in accordance with the unit rates shown in the Master Fee Schedule provided with the original proposal.
- Some services (such as excavation, drilling, laboratory analysis, PE review) may be subcontracted. Estimated costs are provided. QG will select subcontractor based on price and availability, as the lowest cost alternative may not be feasible for project schedule. All subcontractor costs are estimated, bid, and charged at cost-plus-15%.
- Proposed services include exploration, characterization, and specified analysis of site only. Construction observation, monitoring, and / or field-testing during construction are not included.

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- Unless otherwise stated, QG charges a 4-hour minimum for any site/field visit when field work is requested, at the Project Geologist rate listed in the bid estimate, with full hour increments every hour after that. All projects are charged a minimum of 1 hour of Project Management, unless otherwise stated in the bid estimate. In-person meetings requested by the client that are beyond the agreed upon scope & estimate are subject to an hourly charge, portal-to-portal, charged in whole hours, at the Project Manager rate. Any travel is billed at \$0.60 per mile of travel.

GENERAL TERMS & CONDITIONS

- QG will provide professional services as defined by the project understanding and proposed scope of work, with the degree of care and skill ordinarily exercised under similar circumstances by reputable local engineering professionals. This representation is in lieu of any warranties or other representations, either expressed or implied. It is also understood and agreed to that statements made in QG reports are independent opinions, based on professional judgment, and should not be construed to be conclusive representations of fact.
- This proposal including documents incorporated by reference reflect the entire agreement of both parties with respect to terms and conditions with which QG will service this project and supersedes any previous written or verbal agreements. If any portion of this agreement is found to be void or voidable, such portion shall be stricken, and the agreement reformed to match the stricken provisions as closely as permitted by law. Should any provisions be held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall continue unimpaired. Terms and conditions shall survive completion of proposed services and / or termination of this agreement, whether for cause or convenience.
- Unless otherwise stated in writing, Client assumes sole responsibility for determining the quantity and nature of required work, and that it is adequate for its intended purpose. Client shall communicate these general conditions to each third party to whom Client conveys any part of QG's work. QG shall have no obligation greater than that set forth in QG's proposal to any of Client's third parties.
- QG's work shall not include determining, supervising, or implementing the means, methods, techniques, sequences, or procedures of construction. QG shall not be responsible for evaluating, reporting, or affecting job conditions concerning health, safety, or welfare. QG's work, or failure to perform same, shall in no way excuse the contractor(s), subcontractor(s), and/or supplier(s) from performance of their work in accordance with the contract documents.
- QG will not provide any manner of recommended solution or 'fix' for any site conditions or installed work that differ from project documents. In such instances, QG's field report outlining the deviation from project documents will be provided to the Contractor and / or Client for clarification from the appropriate design professional.
- Client acknowledges the laws of the State of Washington shall govern this agreement. Except for actions such as enforcement of mechanic's liens required to be brought in a specific venue, or unless otherwise agreed in writing, any mediation or other legal proceeding shall occur in Thurston County, Washington. Client waives right to have suit brought, tried in or removed to another county or jurisdiction. Prevailing party shall be entitled to recovery of reasonable costs incurred, including court costs, reasonable attorney fees and other direct expenses related to the claim.
- This document may not be modified or altered except by written agreement signed by authorized Client and QG representatives.
- Invoices are due and payable upon receipt. Any invoice not paid within fifteen (15) days of the date rendered may be assessed a finance charge of three (3%) percent per month, for each month beyond fifteen (15) days past due. Invoices not paid within thirty (30) days of the date rendered may result in QG stopping work, or publicly disavowing any of our issued documents, until such invoices are paid in full. Invoices not paid within sixty (60) days of the date rendered may be referred to an independent company for collection. Client will be responsible for all expenses incurred by QG for the collection of any unpaid invoice(s), including collection fees, actual attorneys' fees, and costs for legal counsel. Furthermore, Client acknowledges that QG may elect to withhold a Final Letter of Compliance for the project, and/or place a lien on any real property until all outstanding invoices and/or fees have been paid in full.
- QG carries in-excess of the standard insurance required by law in the State of Washington. If Client requires additional insurance, the Client agrees to pay any additional fees incurred by QG to fulfill Client's request for such insurance, if obtainable.
- QG's aggregate liability responsibility to Client, including that of our officers, directors, employees, and agents, is limited to the amount of QG's fee under this agreement. This limitation of remedy applies to all lawsuits, claims, or actions, based on allegations of professional errors or omissions, whether identified as arising in tort, contract or other legal theory, when the alleged errors or omissions arise out of or related to our service under this agreement.

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- Client agrees to indemnify, defend, and hold harmless QG, its officers, employees, agents, and independent contractors harmless from any and all claims, suits, losses, costs, and expenses (collectively “Claims”), including but not limited to, court costs and reasonable attorney’s fees arising out of performance of QG’s work, except in the event and to the extent such Claims arise from QG’s negligence.
- In the event that the Client or Client’s principal shall bring any suit, cause of action, claim or counterclaim against QG to the extent that QG shall prevail in such suit, cause of action, claim or counterclaim, the party initiating such action shall pay to QG the costs and expenses incurred by QG to answer and or defend, including reasonable attorney fees, court costs, witness fees and other related expenses.
- QG shall retain the right to reuse copyrightable materials or patented / patentable concepts or processes arising from its services or documentation of services.
- *Time & Materials Services: Minimum Charges, Overtime, & Travel:*
 - Field services are subject to a four (4) hour minimum charge per call, with services in excess of four (4) hours subject to full hour increments. Professional services are subject to a two (2) hour minimum for “in -house” work, with services in excess of two (2) hours subject to full hour increments.
 - Any review of inspection reports by a Project Manager may be subject to a one-half (½) hour minimum charge per report.
 - A premium overtime rate of one and one-half (1 ½) times the regular rate will be charged for all work in excess of eight (8) hours per day, for night work (work prior to 6:00AM, and after 6:00PM) and for Saturday work. Sundays and legal holidays will be charged a double time premium at two (2) times the regular rate.
 - QG can not guarantee same day requests or turnaround.
 - A show-up or cancellation without four (4) hours notice is subject to a four (4) hour minimum charge plus applicable mileage and travel.
 - Unless otherwise agreed, jobs in excess of 3-hours journey from any QG location may incur subsistence charges in accordance with rates provided by the U.S. General Services Administration (GSA) <https://www.gsa.gov/travel/plan-book/per-diem-rates> at the time service is provided.

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QG Project Name - Nisqually Meadows Geo - Geotechnical Consultation

Project Location - 2857 Evergreen Point Rd, Medina, WA

Date Prepared: 3/22/2023

Bid Estimate / Fee Schedule

<input checked="" type="checkbox"/> Geotechnical Fieldwork					
Item	Visits	Unit	Quantity	Rate	Total
Project Geologist - Site Visits	1	Lump	1	\$ 900.00	\$ 900.00
Fleet - Field Mob	1	Lump	1	\$ 195.00	\$ 195.00
Subtotal - Fieldwork					\$ 1,095.00
<input checked="" type="checkbox"/> Geotechnical Consultation Services					
Item	Visits	Unit	Quantity	Rate	Total
Senior Geologist - Soil Analysis & Logs		Hour	3	\$ 100.00	\$ 300.00
Senior Geologist - Slope & Drainage Analysis		Hour	3	\$ 100.00	\$ 300.00
Senior Geologist - Report Production		Lump	1	\$ 900.00	\$ 900.00
Licensed Engineering Geologist - Review & Stamp		Hour	1	\$ 200.00	\$ 200.00
Subtotal - Geotechnical Consultation					\$ 1,700.00
<input checked="" type="checkbox"/> Project Management					
Item	Visits	Unit	Quantity	Rate	Total
Senior Geologist - Project Management		Hour	1	\$ 100.00	\$ 100.00
Admin - Project Services		Lump	1	\$ 100.00	\$ 100.00
OPTIONAL - Report Rush Fee (2 weeks after field work)		Lump	1	\$ 1,000.00	TBD
Subtotal - Project Management					\$ 200.00
Budget Estimate - TOTAL:					\$ 2,995.00

Agreement

This agreement is made between Quality Geo NW, PLLC, also described herein as ‘QG,’ and Client, as identified above, and fully incorporates the Bid Estimate for Services, Stipulations, General Terms and Conditions, and Fee Schedule as attached to this document. These elements shall constitute the agreement in its entirety, superseding all prior correspondence, negotiations, or agreements, oral or written. This agreement shall be in effect as of the date signed by Client, or verbally requests services from QG, whichever occurs first. The undersigned have read and understand all applicable documents comprising this agreement and accept this bid proposal and the exclusions and assumptions therein, and agrees to retain QG for the scope of services outlined in this proposal.

For: CLIENT

For: QUALITY GEO NW, PLLC

Authorized Signature

Authorized Signature

Printed Name & Title

Date

Printed Name & Title

Date

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