

## South Sound Geotechnical Consulting

May 2, 2023

RB Engineering  
91 SW 13<sup>th</sup> Street  
Chehalis, WA 98532

Attention: Mr. Robert Balmelli, P.E.

Subject: Proposal for Geotechnical Engineering Services  
Travers Industrial Development  
110 Sturdevant Road  
Chehalis, Washington  
SSGC Proposal No. P23040

Mr. Balmelli,

South Sound Geotechnical Consulting (SSGC) has prepared this proposal to provide geotechnical engineering services for the proposed mini storage development on the above-addressed property in Chehalis, Washington. The purpose of our services is to assess subsurface conditions at the site to provide geotechnical recommendations in support of design of foundations, floor slabs, and pavements. This proposal outlines our understanding of the project, our scope of services, and estimated fees.

### **PROJECT INFORMATION**

The site is east side of the intersection of Sturdevant Road and Bishop Road in Chehalis. Development plans include a mini storage facility on the site. We anticipate conventional spread footings will be used to support new structures, with slab-on-grade concrete floors. Conventional asphalt access ways and parking area are anticipated. A stormwater pond is planned in the northeast corner of the site.

Native soils on the site are mapped as Lacamas silt loam and Prather silt clay per the USDA Soil Conservation Service of Lewis County. Lacamas soil reportedly formed in alluvium on flood plain terraces with Prather soil forming in glacial drift. These soils are generally suitable for support of light weight foundations in an undisturbed condition.

### **SCOPE OF SERVICES**

Our proposed scope of services includes:

- **Subsurface Exploration:** We proposed to complete up to six test pits on the site to characterize site soils. Test pits would be advanced to depths on the order of 5 to 10 feet below surface grades. Soil samples would be collected for further visual assessment and laboratory testing.
- **Laboratory Testing:** Up to two grain-size (gradation) tests will be completed to assess index properties, as warranted. Other laboratory tests would be performed only if warranted and authorized.

- **Summary Report:** Information from the subsurface exploration program would be evaluated by a licensed engineer in the State of Washington. A summary report would be prepared that includes the following:
  1. Description of observed subsurface soil and groundwater conditions with logs of the test pits;
  2. Site Plan showing approximate locations of the explorations;
  3. Site preparation recommendations for earthwork including foundation, slab, and pavement subgrade preparation;
  4. Recommended drainage provisions;
  5. Recommendations for type and placement of structural fill including suitability of site soils;
  6. Recommended allowable bearing capacity for spread footings including settlement estimates and subgrade modulus for on-grade slabs;
  7. General seismic conditions including site class per the 2018 International Building Code (IBC) and liquefaction potential of site soils;
  8. Recommended conventional asphalt pavement sections for access ways and parking areas; and,
  9. Recommendations for additional geotechnical evaluations, if necessary.
- **Schedule:** We anticipate fieldwork can be scheduled within two weeks of authorization to proceed. Fieldwork can be completed in one day. Laboratory testing is expected to take about one week. A final report can be provided within two weeks of receiving laboratory results. We can provide preliminary information following completion of the fieldwork to expedite design efforts by other team members.

## CONDITIONS

The client (and owner) should be aware that there are risks associated with any subsurface exploration procedures. As such, we request that the client and/or owner provide right of entry and access to the site and provide SSGC with the location of all underground utilities in the project area. SSGC will contact the local One Call utility service prior to completing our subsurface explorations. However, the location of private utilities is not part of SSGC's or the One Call system scope. All private underground utility lines should be marked prior to our fieldwork. SSGC will not be responsible or held liable for any damage to non-located utilities.

Test pits would be excavated by a private excavation company subcontracted to SSGC. Upon completion of the excavations, they will be backfilled with cuttings and tamped with the backhoe bucket to match existing grades. Please note backfill soil in the test holes may settle with time and require remedial measures if in future building or pavement areas.

SSGC takes reasonable efforts to reduce damage to the property during the field exploration activities. However, the client should be aware that in the normal course of the fieldwork, some disturbance will occur. We should be made aware of any restrictions or special requirements at this site prior to beginning the fieldwork, as additional fees may be incurred.

## ESTIMATED FEES

We will complete our services on a time and materials basis. A general breakdown of our estimated fees to complete the above-described scope of services is presented below:

<u>Task</u>	<u>Estimated Fee</u>
Subcontract Backhoe	\$1,000
Field Engineering	\$1,200
Laboratory Testing	\$ 450
Analyses and Report Preparation	<u>\$1,200</u>
<b>Total</b>	<b>\$3,850</b>

We would prepare a separate proposal for additional services requested of SSGC.

Proposal for Geotechnical Services  
Travers Industrial Development  
110 Sturdevant Road  
Chehalis, Washington  
SSGC Proposal No. P23040  
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**AUTHORIZATION**

This proposal may be accepted by executing the attached Agreement for Services and returning one copy to SSGC. This proposal is valid only if authorized within ninety days from the listed proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please contact us if you have any questions.

Respectfully,

South Sound Geotechnical Consulting



Timothy H. Roberts, P.E.  
Member/Geotechnical Engineer

Attachment: Agreement for Services

## AGREEMENT FOR SERVICES

This Agreement for Services (“Agreement”) is between RB Engineering (“Client”) and TISU Roberts LLC, dba South Sound Geotechnical Consulting (“SSGC”) for geotechnical engineering services on the Travers Industrial Development (“Project”) as described in SSGC’s proposal No. P23040 dated May 2, 2023 (“Proposal”)

1. **Scope of Services.** The scope of SSGC 's services is described in the Proposal, which is attached hereto as Exhibit A and incorporated herein by this reference. SSGC's services do not include the investigation, detection, or address the presence or prevention of biological pollutants (e.g. mold, fungi, bacteria, viruses, etc) or occupant safety issues (such as natural disasters, terrorism), or any services, work, or components not specified in the Proposal.
2. **Acceptance/Termination:** Client agrees that execution of this Agreement is a material element of the consideration SSGC requires to execute the defined scope of services, and if services are initiated by SSGC prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement, which shall relate back to the date of initiation of services and shall be deemed effective as of such date irrespective of the date of approval or execution of this Agreement. SSGC and Client shall, in that event, confirm the effective date of the Agreement in writing. Additional terms and conditions of the Agreement and changed or altered scope of work for the Project may only be added or changed by written amendment of the Agreement and the Proposal signed by both parties. Either party may terminate the Agreement or the Services upon written notice to the other given not less than five (5) business days prior to the termination date unless otherwise agreed in writing between the parties. In such cases, SSGC shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project and any costs incurred for the Project that cannot be recovered by SSGC, such as equipment rental, site preparation, and other sunk or unavoidable costs incurred or accrued by SSGC for the Project.
3. **Compensation and Terms of Payment:** Client shall pay for the services performed as stated in the Proposal or as amended by both parties written acceptance of change orders or additional services agreements. SSGC may invoice Client monthly and payment is due upon receipt of invoice. Client shall pay a finance fee as a late charge of 1.5% per month (18% per annum), but not exceeding the maximum rate allowed by law, for all billed amounts not paid within 30 days or older, from the billing date until payment is made. Client agrees to pay for all collection costs that SSGC incurs, including attorney fees. SSGC may suspend services for lack of timely payment with our without prior notice to Client. It is the Client's responsibility to determine and notify SSGC in writing if federal, state or local prevailing wages apply. Client agrees to pay the prevailing wage, including all retroactive wages, should it be determined that prevailing wages apply and written notification was not provided to SSGC. In such event, Client also agrees to defend, indemnify, and hold harmless SSGC from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
4. **Third Party Reliance:** This Agreement and the Services provided are for the sole benefit and exclusive use of SSGC and Client. Reliance upon the -services and any work product is limited to the Client, and is not intended for third parties and may not be provided to third parties without SSGC’s express prior written approval.
5. **LIMITATION OF LIABILITY: CLIENT AND SSGC HAVE ASSESSED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING SSGC'S FEE RELATIVE TO THE RISKS ASSUMED. CLIENT AND SSGC AGREE TO ALLOCATE CERTAIN OF THE RISKS SO THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, SSGC'S TOTAL AGGREGATE LIABILITY TO CLIENT AND ALL THIRD-PARTIES IS LIMITED TO THE GREATER OF \$4,500 OR SSGC'S FEE FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING ATTORNEY'S AND EXPERT WITNESS FEES) ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES. THIS LIMITATION OF DAMAGES IS AGREED UPON IN RECOGNITION OF THE FACT THAT ACTUAL DAMAGES ARE DIFFICULT TO ASSESS AND ESTIMATE AND THE PARTIES DESIRE TO ESTABLISH REASONABLE AND INTENTIONAL LIMITATIONS AND CERTAINTY FOR THE PROJECT AND THEIR RESPECTIVE RIGHTS AND LIABILITIES.**
6. **Indemnification/Statute of Limitations:** Subject to the provisions of the preceding Section 5, Limitation of Liability, SSGC and Client shall indemnify and hold harmless the other and their respective agents, employees, officers, and representatives, from and against legal liability for claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by joint or concurrent negligence of SSGC and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this agreement.
7. **Warranty:** SSGC will perform Services in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the general local. **SSGC makes no warranties or guarantees, express or implied, relating to SSGC's services and SSGC disclaims any implied warranties or warranties imposed by law.**

8. **Insurance:** SSGC carries: (i) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (ii) automobile liability insurance (\$1,000,000 B.I. single limit); professional liability insurance (\$1,000,000 claim / agg). Certificate of insurance will be provided upon request. Client expressly approves SSGC's insurance coverages and amounts as listed. Client and SSGC shall waive subrogation against the other party on all general liability and property coverage.
9. **Consequential Damages:** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive or exemplary damages.
10. **Dispute Resolution; Attorney's Fees:** SSGC and Client agree that all disputes between them arising out of or relating to this agreement that cannot be satisfactorily resolved within five (5) business days after written notice of the dispute is given by a party, will be submitted to mediation by a qualified independent mediator selected jointly by the parties within five (5) business days after mediation is requested by either party. If the parties are unable to agree on a single mediator within such five (5) business day period, or the dispute(s) is/are not resolved by mediation, the matter shall be submitted to binding arbitration at the request of either party, with each party selecting an arbitrator and the two arbitrators choosing a third arbitrator to establish an arbitration panel of three members, with the determination of a majority of the panel to control as the final resolution of the dispute, enforceable by any court of competent jurisdiction. Any arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association. Costs of mediation and arbitration, including mediator and arbitrator fees, shall be borne equally by the parties, and each party shall be responsible for its own attorney's fees, provided that the parties may agree in mediation to allocate such costs in another manner, and the arbitration panel shall award costs and fees, including reasonable attorney's fees, to the prevailing party in any arbitrated dispute and the non-prevailing party shall be responsible to pay such awarded costs and fees and any costs of collection of the arbitration judgment. SSGC and Client further agree to include provisions in all agreements with other contractors and consultants retained by either party, thereby providing for mediation and binding arbitration as the method(s) for dispute resolution between the parties to those agreements.
11. **Subsurface Exploration:** Subsurface conditions may vary across the site from those depicted on logs or reports at the discrete locations of test pits, borings, or other exploratory services. Client understands that SSGC's layout of explorations are only approximate. Client understands that exploratory services are invasive and may result in some damage to the property, and will hold SSGC harmless of any injury to the affected property or other damage claims resulting from exploratory services.
12. **Sample Disposal, Affected Materials, and Indemnity:** Samples are used in testing or disposed of upon completion of tests (unless stated otherwise in this Agreement or the Proposal). Client shall provide to SSGC all documents and information known, possessed, or available that relate to the identity, quantity, or characteristics of any hazardous waste, toxic, radioactive, regulated, or contaminated materials (Affected Materials), or activities that generate, use, incorporate, manage, store, transport, or dispose of Affected Materials, on or near the site. Client agrees that SSGC is not responsible for the handling, removal or disposal of Affected Materials. Client shall have the obligation to make all discharge, spill or release notifications to appropriate government agencies and agrees that SSGC neither created nor contributed to the creation or existence of any Affected Materials on the site. SSGC assumes no responsibility or liability for any such notices or disclosures, all of which are and shall remain Client's sole duty, but reserves the right, in its discretion, to make any such discharge, spill or release notices or disclosures to such agencies in any instance as deemed appropriate or necessary, including, but not limited to emergency situations, without liability to Client or any third party or entity, and, in that event, SSGC will inform Client of any such notices given by SSGC within a reasonable time thereafter not to exceed 24 hours. Client shall indemnify, defend, and hold harmless SSGC from and against any liability, claims, causes of action, clean up or other regulatory actions, damages, and costs, including attorney's fees, in any manner relating to the presence, management, discharge, release, removal, transport, or disposal of any Affected Materials on, from, or relating to the site, except to the extent caused by the negligence or intentional misconduct of SSGC, its agents or employees.
13. **Ownership of Documents:** Work products, such as reports, logs, calculations, field data and notes, laboratory test data, and similar documents prepared by or for SSGC are SSGC's property.
14. **Site Access and Safety:** Client shall obtain all necessary approvals, permits, licenses, and written consents for SSGC to complete site work. SSGC will be responsible for site safety measures for its own employees, but shall not be responsible for the supervision or health and safety of any other party, including Client, Client's employees, independent contractors, or other parties present at the site.
15. **Miscellaneous Terms:** This Agreement and the Proposal contain the entire agreement between Client and SSGC regarding these matters and services to be provided by SSGC to Client. To the extent of any inconsistency between the terms of this Agreement and the Proposal, the terms of this Agreement control for all purposes. Neither this Agreement nor the Proposal may be modified, supplemented, or otherwise amended, except in writing signed by Client and SSGC. Client has been afforded opportunity to have this Agreement reviewed

by independent legal counsel and either has done so or has determined, in its discretion, to enter into this Agreement without such review. This Agreement shall be governed, interpreted, and enforced in accordance with Washington law, including conflicts of laws principles.

ENTERED INTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, WHICH IS THE LAST DATE OF EXECUTION BY A PARTY.

Accepted for SSGC  
TISU Roberts LLC,  
dba South Sound Geotechnical Consulting

Accepted for Client  
\_\_\_\_\_  
Printed Name of Client

By: *T H Roberts*

By: \_\_\_\_\_

Name: Timothy H. Roberts

Name: \_\_\_\_\_

Title: Member

Title: \_\_\_\_\_

Date: May 2, 2023

Date: \_\_\_\_\_