



February 24, 2017

Portland Public School
Attn: Mr. Steve Effros
Project Manager, Facilities and Asset Management
501 N. Dixon Street
Portland, Oregon 97227

Re: Proposal for Continuing Geotechnical Engineering Services
Retaining Wall Settlement and Lateral Movement Monitoring
Harriet Tubman School Site for Portland Public Schools
2231 North Flint Avenue
Portland, Oregon
RhinoOne Project PPS-2013-003 Task 0002

Dear Mr. Effros:

RhinoOne Geotechnical Engineering is pleased to submit this proposal to provide continuing geotechnical engineering services for the monitoring of the settlement and lateral movement issues at the former Harriet Tubman Middle School Site located at 2231 North Flint Avenue in Portland, Oregon. We previously conducted a preliminary analysis of the settlement and lateral movement issues submitted to you on July 8, 2014¹.

We understand the School District is prepared to move forward with what we previously described as Task 2 "Instrumentation and Monitoring" of the settlement and lateral movement issues. Based on this information, we propose the following project approach.

Instrumentation and Monitoring

Install three inclinometers on the downslope sections. The proposed depth of installation is on the order of 50 feet. Install vibrating wire piezometers in two of these three inclinometers to measure water level over time. Initialize these inclinometers and monitor over the next two years on an annual frequency.

We also contacted a surveyor to install settlement monitoring points on the building, retaining wall, and select locations in the parking lot and monitor these at the same time as the inclinometers. We propose to install 24 survey monitoring points, 8 each on the building, retaining wall, and parking lot. We will select these monitoring locations in conjunction with you and the surveyors.

The instrumentation will be initialized at the time of installation. The survey monitoring points will also be installed at this time. This proposal includes two additional monitoring events over the next two years. The monitoring frequency can be modified as needed.

¹ Rhino One Geotechnical (July 8, 2014). *Report of Geotechnical Engineering Services, Vertical Settlement and Lateral Movement, Tubman School Site for Portland Public Schools, Portland, Oregon*, Rhino One Project Number PPS-2013-003, Prepared for Portland Public Schools, Portland, Oregon.

This monitoring data will enable determination of depth, direction, and rate of movement over time which will enable us to refine our stabilization approach.

SCOPE OF SERVICES

We propose the following specific scope of services for the investigation based on the project description and anticipated subsurface conditions.

- **Subsurface Exploration:** We will identify three locations for the placement of the slope inclinometer. The slope inclinometer will be installed at a depth of 40- to 50- feet by a local drilling sub-contractor in drilled borings. The Standard penetration tests (ASTM D 1557) will be completed at regular 5-foot intervals to the depth of completion. The borings will be logged, groundwater observed, and representative soil samples collected by one of our representatives. The inclinometer casing will be installed in each of the borings. We will also install a vibrating wire piezometer and an automatic data recorder in two of the borings to monitor the groundwater continually. The inclinometer will be initialized before we leave the site. We will collect two more sets of data over the next two years for these inclinometers.

We have assumed the explorations will be accomplished in one mobilization and will be completed in two days' work for the site. The borings will be drilled using a truck mounted drill rig. We have assumed that access will be available to us during the proposed work period. If these assumptions are not correct, then additional costs or delays may be incurred.

- **Laboratory Testing:** All samples will be returned to our laboratory and classified by the Unified Soil Classification, Visual-Manual Procedure. Laboratory tests will include natural moisture contents, Atterberg Limit, and sieve analysis on selected soil samples.
- **Report Preparation:** We will prepare an initial report summarizing our findings and baseline reading. Two additional memorandums will be prepared for the two additional monitoring events. The report will include:
 - Boring logs
 - Laboratory test results
 - Inclinometer and Piezometer Data
- **Survey Monitoring:** We will identify 24 locations for survey monitoring. Please see the attached proposal from Harper, Houf, Peterson & Righellis, Inc. (HHPR) for survey monitoring.



COMPENSATION

We propose to perform the scope of services described above on a time-and-material basis. A breakdown of our estimated fees is as follows.

Initial Installation:

Field Work – Installation and Initialization (32 hours at \$95/hour)	\$3,040
Report	
Staff Engineer (24 hours at \$95/hour).....	2,280
CAD (8 hours at \$75/hour).....	600
Senior Review (4 hours at \$165/hour)	660
Laboratory Testing.....	1,250
Subcontractor Fees	
Drilling (Includes 10% Markup).....	9,500
2 Piezometer and Data loggers (Includes 10% markup)	2,000
Surveying by HHPR (Includes 10% markup)	10,725
Sub-total (Initial Installation).....	\$30,055

Monitoring Event:

Field Work – Monitoring and Readings (10 hours at \$95/hour)	\$950
Report	
Staff Engineer (8 hours at \$95/hour).....	760
CAD (2 hours at \$75/hour).....	150
Senior Review (2 hours at \$165/hour)	330
Subcontractor Fees	
Surveying by HHPR (Includes 10% markup)	4,620
Sub-total (per Event)	\$6,810
Sub-total (for 2 Events Over 2 Year).....	\$13,620

Total (T&M estimated)..... \$43,675

This compensation estimate is based on previous work experience in the Portland area. Any additional services will be billed at the hourly rates as shown on the attached schedule of charges.

SCHEDULE

We anticipate that our services can start immediately upon receipt of a signed copy of this proposal. We will closely coordinate the schedule with you as the project moves forward.



APPROVAL

Please indicate acceptance of this Agreement by returning a signed copy of this proposal to our office. If you issue another form of authorizing document, please incorporate/attach this proposal.

RhinoOne appreciates this opportunity to submit our proposal to you and look forward to your favorable consideration. If you have any questions or wish to further discuss the scope of services or compensation, please contact me at 360.852.6367.

Sincerely,

Rajiv Ali, PE, GE
Managing Principal
RhinoOne Geotechnical
rajiv@rhinooneeng.com

ACCEPTED BY:

Signature

Name (Please Print)

Title

Date

Attachments: 2017 Schedule of Charges
2017 General Terms and Conditions for Professional Services



2017 MASTER RATE SCHEDULE

ENGINEERING LABOR RATES			
Labor Category	Hourly Rate	Labor Category	Hourly Rate
Principal Engineer	\$180.00	Field / Construction Services	\$75.00
Senior Engineer	165.00	CAD/Microstation Design	75.00
Senior Engineering Geologist	125.00	Project Administrator	75.00
Project Engineer	110.00	Writer / Editor	70.00
Staff Engineer	95.00	Clerical	60.00
Staff Geologist	90.00		
<p>Personnel will charge time at 125% of regular hourly rates for time exceeding 8 hours a day or on weekends. On holidays, the charges will be 150% of regular hourly rates. Court and arbitration time will be charged at two times the regular hourly rate.</p>			
LABORATORY TESTING RATES			
Asphalt Extraction and Gradation	\$228.00	Atterberg Limits (ASTM D4318)	\$102.00
Maximum Theoretical Density (rice)	96.00	Soil pH (ASTM 651)	54.00
Specific Gravity (coarse or fine)	90.00	Soil Resistivity	144.00
Particle Size Analysis (fine, P200)	84.00	Hydrometer Analysis	132.00
Particle/Grain Size Analysis (fine & coarse under 2")	132.00	Moisture/Density Relationship (proctor – oversize material).	288.00
Percent Fracture (WSDOT 103)	90.00	Organic Content	60.00
Moisture Content	21.00	Unconfined Compression	54.00
Unit Weight (rings/tubes)	54.00	M-145 Soil/Cement Sample	36.00
California Bearing Ratio (w/ 3-point proctor)	350.00	Mix Design (Custom mix grimm's/soil additive lime)	300.00
Moisture/Density Relationship (proctor)	240.00	Sample Preparation (per hour)	60.00
<p>For other tests not listed above like Direct Shear (1-point or 3-point), Consolidation, Permeability (falling head or triaxial), Swell (each point), Resilient Modulus (in-situ or remolded + proctor + prep) - Call for rates</p>			
DIRECT EXPENSES		EQUIPMENT CHARGES	
Mileage	IRS Rate	Dynamic Cone Penetrometer	\$100/day
Truck (full day)	\$100.00	Hand Auger	25/day
Photocopies-Black & White	0.15/page	Nuclear Density Gauge	50/day
Photocopies-Color	1.00/page	Water Level Indicator	35/day
Photographs	0.75/photo	Field Supplies	25/day
Plots-Black & White	5.00/plot		
Plots-Color	15.00/plot		
<p>Outside subcontracted services like drill rig, CPT, coring etc. will be charged with a markup of 15%.</p>			



GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These General Terms and Conditions for Professional Services are a part of RhinoOne' letter proposal outlining specific scope of services. Hereafter the Proposal once signed by both RhinoOne and Client (together the "Parties") and these Terms and Conditions shall be read and interpreted together and referred to together as the "Agreement" between the Parties. If there are any inconsistencies between language in the Proposal and in these Terms and Conditions, the language of these Terms and Conditions shall prevail.

The purpose of these Terms and Conditions is to identify basic contractual obligations of RhinoOne and Client under the Agreement for various professional consulting services, whereby RhinoOne would be acting in the role of Consultant/Owner Representative for Client. Individual projects may require additional detailed descriptions of services and associated Terms and Conditions, to be provided in a subsequent RhinoOne Proposal or as a supplement to the Agreement.

1. RIGHT OF ENTRY: Unless otherwise agreed, the Client will furnish RhinoOne right-of-entry on real property and be responsible for the propriety of the time, place, and manner of RhinoOne' entry upon the real property and any buildings or structures where RhinoOne is to perform its services ("Property"). RhinoOne will take reasonable precautions to minimize damage to the Property from use of equipment, but RhinoOne has not included in the fee the cost of restoration of the Property, unless specifically included in the Proposal. If the Client desires RhinoOne to restore the Property to its approximate former condition, RhinoOne will attempt to accomplish this in a reasonable manner and add the cost plus 15 percent to its fee.

2. BURIED UTILITIES: RhinoOne field personnel are trained to initiate field testing, drilling and/or sampling within a reasonable distance of each designated utility location. RhinoOne field personnel will avoid hazards or utilities that are observed by them at the site. If RhinoOne is advised in writing of the presence or potential presence of underground or aboveground obstructions, such as utilities, RhinoOne will give special instructions to its field personnel. RhinoOne is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions owned by client or third parties. The Client will hold RhinoOne and RhinoOne' subcontractors harmless from any loss resulting from inaccuracy of markings, of plans, or lack of plans, relating to the location of utilities. Note: Utility locates typically require two full working days advance notice.

3. WORKER'S COMPENSATION INSURANCE AND LIABILITY INSURANCE: RhinoOne will provide Worker's Compensation insurance (and/or Employer's Liability insurance) as required by state statutes. RhinoOne carries Comprehensive General Liability insurance which, subject to its terms and limits, may provide protection against liability relating to bodily injury or property damage arising out of RhinoOne operations. RhinoOne makes no representations or warranties concerning the effect, applicability or scope of such insurance. Upon request in writing by Client to RhinoOne, RhinoOne will request its insurer to name Client as an additional insured on such policies and to issue certificates to Client to that effect. RhinoOne makes no representations or warranties regarding any act by its insurer(s) and shall not be responsible for performing any act with respect to such insurance not specifically called for by this paragraph.

4. PROFESSIONAL LIABILITY AND LIMITATION THEREOF: This paragraph relates only to Professional Liability and not General Liability. In performing its professional services, RhinoOne will use that standard of care and skill ordinarily recognized under similar circumstances by members of its profession in the state and region at the time the services are performed. No other warranty, either expressed or implied, is made in connection with its rendering of professional services.

5. CONTRACTED WORK: RhinoOne, including its subconsultants and subcontractors, is retained hereunder for the limited purpose of performing certain services, providing the results of such work to Client, and making recommendations with respect to the data produced by the work. RhinoOne is not

responsible for the health and safety of Client's personnel or other persons present on the Property to be investigated or constructed. RhinoOne is not responsible (a) for the overall status of Client's project, (b) for the property Client owns or leases or may be interested in purchasing or leasing, (c) for the interpretation of the RhinoOne report, design drawings or results by others, (d) for any use of RhinoOne reports by Client or others except as specifically set forth herein, or (e) for any other matter not encompassed in the specific scope of work in this Agreement agreed to by RhinoOne and Client. Any unauthorized use or distribution of RhinoOne work shall be at the Client and recipient's sole risk. If Client desires to release, or for RhinoOne to provide, RhinoOne report(s) to a third party not a party to this Agreement for that party's reliance, RhinoOne will agree to such a release provided RhinoOne receives written acceptance from such third party to be bound by terms and conditions similar to those set forth in this Agreement, in addition to a fee for providing RhinoOne reports to a new party. The Client shall indemnify, defend and hold harmless RhinoOne and its subconsultants and subcontractors from any claims, damages, costs, losses and expenses, including but not limited to attorney fees and costs of arbitrations, mediations, trials, or appeals arising out of unauthorized or third party use of RhinoOne reports.

6. RETENTION OF RECORDS AND SAMPLES: RhinoOne has a Records Retention policy (available upon request). All samples will be discarded 30 days after submission of RhinoOne final report unless other arrangements are made.

7. PAYMENTS TO CONSULTANT: Invoices will be submitted periodically for prior services. An account will become delinquent 30 days after date of billing. It is agreed that a late charge will be added to delinquent accounts at the rate of one-and-one-half percent (1-1/2%) for each thirty days delinquent (provided the rate of such late charge shall not exceed the maximum allowable by the laws of the state in which the RhinoOne office submitting the invoice is located).

8. RATE SCHEDULE: Fees for services are based on the number of hours expended on the project, including travel, by RhinoOne personnel plus any reimbursable expenses. RhinoOne hourly rates will be billed as stated in its proposal or at its current hourly rates (available upon request).

9. REIMBURSABLE EXPENSES:

A. Outside Services. Subcontracted services such as those subconsultants and subcontractors, labor, and technical services will be invoiced at cost plus 15 percent. Examples of services that may be subcontracted include other professional disciplines, soil boring, well installation, heavy and specialty equipment operators, geophysical surveys, commercial data base search providers, and computer programming.

B. Supplies and Equipment. Charges for items not ordinarily furnished by RhinoOne such as expendable equipment, rental equipment, subsistence, travel expenses, tolls, special fees, reproduction, permits, licenses, priority mail fees, and long distance and wireless telephone calls will be invoiced at cost plus 10%. Certain RhinoOne -owned equipment (for sampling, testing, personal protective equipment, vehicle mileage, photocopying, etc.) may be required to complete the project. These will be invoiced at RHINOONE' standard rates without markup (rates available upon request).

C. Laboratory. RhinoOne utilizes both in-house and outside laboratories for sample analysis. RhinoOne maintains a list of standard rates for sample analyses commonly utilized in conjunction with RhinoOne services (available upon request).

10. OTHER PROVISIONS: Neither party shall hold the other responsible for delay in performance caused by acts of God, strikes, lockouts, weather, accidents or other events beyond the control of the other or the other's employees and agents. Waiver by one party of any provision, term, condition or covenant owed to it by the other party is to be made only by providing written notice to the other party and such waiver shall not be construed by the first party as a waiver of a subsequent breach of the same provision, term, condition or covenant by the other party. This Agreement supersedes any contract language which may be issued by Client as a matter of standard purchasing protocol without regard to the unique nature of professional services to be rendered by RhinoOne.

An opinion of construction, remediation and restoration costs prepared by RhinoOne represents its judgment as a professional. Since RhinoOne has no control over the cost of labor and material, or over competitive bidding or market conditions, RhinoOne does not guarantee the accuracy of its opinion as compared to contractor bids of actual cost to the Client.

It is understood and agreed by both parties that RhinoOne, in performing professional services for the Client with respect to hazardous or microbial substances, will make recommendations to the Client but does not have the authority or responsibility to decide where disposal or treatment of such substances takes place, nor to designate how or by whom the hazardous or microbial substances are to be transported for disposal or treatment. It is understood that RhinoOne is not the generator or site operator and does not own nor is it the arranger for disposal of the hazardous waste or other materials discovered, handled or removed from the Property. To the extent required by law, Client agrees to provide timely disclosure to appropriate public agencies of any information regarding the Property (obtained from RhinoOne or from other sources) where such disclosure may be necessary to prevent damage to human health, safety, or the environment.

Client agrees that RhinoOne and its subconsultants and subcontractors are not responsible for the creation of the condition(s) RhinoOne is being asked to investigate and that it would be unfair for RhinoOne to be exposed to claims of injury or damage as a result of the conditions. In addition, Client understands that it is possible that exploration and investigation may fail to reveal the presence, location or source of the condition(s) being investigated even when the condition(s) is assumed or expected to exist. Client understands that RhinoOne failure to discover and/or locate the condition(s) or the spread of the condition(s) through appropriate techniques does not guarantee that the condition(s) does or does not exist. Client agrees that it would be unfair to hold RhinoOne liable for creating the condition(s) or the spread of the condition(s) providing RhinoOne meets a reasonable standard of care in completing the work set out in the RhinoOne Proposal.

Accordingly, Client waives any claims against RhinoOne and its subconsultants and subcontractors, and agrees to defend, indemnify and hold harmless RhinoOne and its subconsultants and subcontractors from any and all claims or liability for injury to person or property or loss arising from the creation of the condition(s) or the unintentional exacerbation of the condition(s) by RhinoOne, the exacerbation of hazardous conditions by others, the discovery of any condition, location of any condition and/or allowing any condition to exist. Client also agrees to fairly compensate RhinoOne and its subconsultants and subcontractors for any time spent and expenses incurred in the defense of any such claim. Notwithstanding any provisions in the Agreement to the contrary, RhinoOne liability for all acts and omissions related to its provision of services to Client under the terms of this Agreement shall be limited to the amount of RhinoOne insurance and in no circumstances shall such liability of RhinoOne include special or consequential damages.

RhinoOne does not provide legal opinions, and recommends client seek legal counsel for advice on issues such as the appropriateness of a particular scope of work to minimize legal liability, reportability of a condition to a public agency, potential cost recovery from responsible parties, and to assess the value of maintaining attorney/client privilege for work conducted under this Agreement.

In the event there is a dispute between RhinoOne and the Client concerning the performance of any provision in this Agreement, the losing party shall pay the prevailing party reasonable attorney's fees and costs in mediation, arbitration, trial or appeal. In addition, Client agrees to pay RhinoOne for all employee time, costs, and witness costs incurred for collection activity. This Agreement can be terminated at any time by either party. If terminated prior to the completion of a scope of work, RhinoOne shall be entitled to its portion of fees for any work performed in accordance with its current rate schedule.

February 23, 2017

Rajiv Ali, PE
Rhino One Geotechnical
4610 NE 77th Avenue, Suite 126
Vancouver, WA 98662

RE: PPS Harriet Tubman School – Portland Oregon
Proposal for Surveying Services

Rajiv:

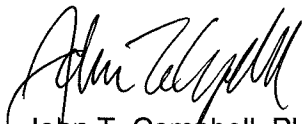
Harper Houf Peterson Righellis Inc. (HHPR) is pleased to present this Proposal for professional services. We have been providing professional services in the Portland Metro area since 1990 that include the following disciplines: land surveying, civil and structural engineering, landscape architecture, and land use planning.

We believe that our past performance is the best indication of our firm's commitment of satisfying our clients by providing excellent service, solving their problems and meeting their needs. Please do not hesitate to give me a call if you have any questions regarding the scope and/or fee of this proposal. I will be more than happy to clarify any questions that you may have.

If this proposal meets with your approval, please sign on the space provided and return the signed copy to HHPR. If you have any questions please do not hesitate to call me

Thank you for your consideration of HHPR.

HARPER HOUF PETERSON RIGHELLIS INC.


John T. Campbell, PLS
Project Surveyor

Attachments:

- 2017 Standard Terms and Conditions

SCOPE OF SERVICES – PPS Harriet Tubman School

The purpose of the scope of work is to provide surveying services to complete settlement monitoring of the retaining wall, parking lot, and building on the Harriet Tubman School site. Following is a list of tasks to be completed.

Task 1.0: Onsite Meeting, Security Badging, ODOT Right-of-Way Permit

Consultant shall meet onsite with the client to identify locations for the monitoring points to be installed. This meeting will identify locations inside the existing building as well as in the parking lot and on the retaining wall.

Consultant shall complete any necessary security badging required by Portland Public Schools.

Consultant shall request ODOT Right-of-Way permit to obtain access into the ODOT right-of-way and to the top of the existing retaining wall. It is anticipated that access will be taken from the PPS property to avoid traffic control requirements.

Task 2.0: Survey Control Network

Consultant shall establish a survey control network for the purposes of horizontal and vertical monitoring. Survey control will be permanent in nature and located in areas deemed outside of the zone of influence from potential settlement. A survey control network will be established utilizing both a digital level and a 3 second robotic total station. Redundant field measurements will be taken and a Starnet least squares adjustment completed to the 95% confidence level for all horizontal and vertical control. The vertical accuracy of the adjusted survey control network elevations is expected to be within 0.03' at the 95% confidence interval. The horizontal accuracy of the adjusted survey control network coordinates is expected to be within 0.03' at the 95% confidence interval.

Task 3.0: Installation of Monitoring Points

Based upon an onsite meeting with the client, and for the purposes of horizontal and vertical monitoring, the following monitoring points will be installed:

- 8 magnails located in the top of the existing concrete retaining wall adjacent to I-5. The magnails will be spaced approximately 20-25 feet apart.
- 8 magnails located in the asphalt parking lot adjacent to the above-described retaining wall and the existing building. The magnails will be spaced approximately 40-50 feet apart between the generator room and the southwest corner of the building addition.
- 8 magnails, scribes, or sticker targets located on the concrete floor within the existing building. An onsite meeting and site conditions will determine the spacing and specific location of the building monitoring points. It is assumed that the points may be located in the generator room and the building addition.

Task 4.0: Baseline Monitoring Survey

Consultant shall complete horizontal and vertical survey to collect baseline values for the installed monitoring points as follows:

For the vertical monitoring points, complete (2) independent closed level loops utilizing (2) primary offsite vertical benchmarks from Task 2.0 and a digital level. Simultaneously adjust the (2) level loops using Starnet least squares adjustment software. The vertical accuracy of the adjusted monitoring point elevations is expected to be within 0.03' at the 95% confidence interval.

For horizontal monitoring points, complete (2) independent horizontal traverses utilizing the established survey control network from Task 2.0 and a 3 second robotic total station. Simultaneously adjust the (2) traverses using Starnet least squares adjustment software. The



horizontal accuracy of the adjusted monitoring point coordinates is expected to be within 0.06' at the 95% confidence interval.

DELIVERABLES:

Consultant shall provide:

- PDF of monitoring point locations
- Excel spreadsheet of adjusted vertical monitoring points (elevations shown to 2 decimal places)
- Excel spreadsheet of adjusted horizontal monitoring points (coordinates shown to 2 decimal places)

Task 5.0: One Time Monitoring Survey

Consultant shall complete horizontal and vertical monitoring upon request as follows:

For the vertical monitoring points, complete (2) independent closed level loops utilizing (2) primary offsite vertical benchmarks from Task 2.0 and a digital level. Simultaneously adjust the (2) level loops using Starnet least squares adjustment software. The vertical accuracy of the adjusted monitoring point elevations is expected to be within 0.03' at the 95% confidence interval.

For horizontal monitoring points, complete (2) independent horizontal traverses utilizing the established survey control network from Task 2.0 and a 3 second robotic total station. Simultaneously adjust the (2) traverses using Starnet least squares adjustment software. The horizontal accuracy of the adjusted monitoring point coordinates is expected to be within 0.06' at the 95% confidence interval.

DELIVERABLES:

Consultant shall provide:

- Excel spreadsheet of adjusted vertical monitoring points (elevations shown to 2 decimal places)
- Excel spreadsheet of adjusted horizontal monitoring points (coordinates shown to 2 decimal places)

General Notes and Assumptions:

- The site is accessible, including the building interior and access around the existing fence line to reach the retaining wall.
- The fee for Task 5 assumes that Tasks 1-4 have been completed.
- Elevations based upon nearest available City of Portland Benchmark.
- Horizontal datum will be local datum plane ground coordinates based upon the Oregon State Plane Coordinate System – North Zone.
- It is assumed that monitoring points located inside the building will be located just inside of the exterior doorways or within direct line of sight of the exterior doorways.

PROPOSED PROFESSIONAL FEES

Description:	Fee:
Tasks 1-4:	\$9,750.00
Task 5 (per monitoring survey request):	\$4,200.00



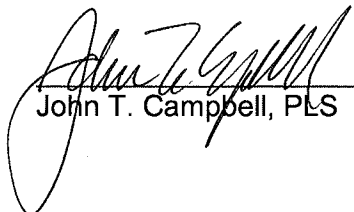
AGREEMENT:

Changes to the assumptions or project description that result in significant revisions to our work will be considered additional services. Client and HHPR agree to be bound to the standard terms and conditions observable in "Exhibit A". If this proposal meets with your approval, please sign in the space provided and return a signed copy.

ACCEPTANCE AND AUTHORIZATION

Signature: _____

Date: _____



John T. Campbell, PLS

Date: 2-23-17



EXHIBIT A – STANDARD TERMS AND CONDITIONS

Unless otherwise stated (or enclosed) in the contract, the following terms and conditions will apply.

Authorization to Proceed. Any request by Client for HHPR to proceed with work shall constitute an express acceptance to all terms of this agreement, including these general provisions.

Termination and Assignment. Either Client or HHPR may terminate this Agreement by giving 30 days written notice to the other party. In such event, Client shall immediately pay HHPR in full for all work previously authorized and performed prior to effective date of termination. This Agreement is between Client and HHPR and is not transferable without the written consent of the other party.

Fees and Estimates. Charges for services will be billed in accordance with HHPR's standard bill rates. Bill rates are reviewed and may be adjusted annually.

Indemnification, Insurance & Limitation of Liability. Client hereby agrees to indemnify and hold harmless HHPR from any claim, demand, loss or liability, including reasonable attorney's fees that results from for any loss, damage, or liability arising from any acts by the Client, its agents, staff, and/or other consultants or agents that act at the direction of Client.

HHPR is covered by a general liability insurance policy with an aggregate limit of \$2 million / \$1 million per occurrence and a professional liability with an aggregate limit of \$2 million / \$2 million per claim. Client agrees that in no case shall HHPR's liability to the Client for any cause or combination of causes, in the aggregate, exceed the amount of HHPR's remaining professional liability coverage.

Professional Standards. HHPR services shall be performed in a manner consistent with that degree of care, skill, and diligence maintained by professionals providing similar services in HHPR's local community at the time that HHPR provides services under this Agreement. HHPR makes no warranties, whether express or implied, with respect to the services rendered hereunder.

Ownership of Documents. It is understood and agreed that the calculations, drawings, and specifications prepared pursuant to this Agreement ("Work Product"), whether in hard copy or electric media including BIM models form, are instruments of professional services intended for one-time use by Client only for this project only. Work Product is and shall remain the property of HHPR. Client shall not obtain the right to use the Work Product, even for one-time use unless all amounts due under this Agreement are paid in full and HHPR agrees in writing. If Client is in possession of any Work Product and has not paid any amount due hereunder, HHPR may demand return of the Work Product, and may specifically enforce Client's obligation to return such Work Product.

Payment Terms & Conditions. Monthly invoices will be issued for all work covered by this agreement. Client agrees that if it disputes any portion of an invoice, Client must notify HHPR of such dispute in writing within 30 days of the invoice date or will otherwise waive any right to dispute the invoice.

Invoices are due and payable on receipt. All amounts more than 30 days past due will be subject to finance charges. Finance charges are computed at a periodic rate of 1.5% per month. Failure to timely pay any amounts is a material breach of this Agreement. In such event, HHPR may suspend service and obligations and may further withhold plans, documents, and other information. HHPR may claim a lien for all materials, labor, and services furnished if any amount due hereunder is not timely paid.

In addition to the principal amount and finance charges due, Client agrees to pay HHPR all collection costs that HHPR incurs, regardless of whether or not litigation is initiated, including but not limited to reasonable attorney's fees, court costs, and charges for HHPR staff time (at HHPR's standard rates).

Notice of Claims. Client shall, and expressly agrees to, provide HHPR immediate written notice of any facts that could potentially result in any potential claim against HHPR, including but not limited to any dispute, any claimed damages, any perceived failure by HHPR, or otherwise. As a condition precedent to any recovery from HHPR, Client shall give HHPR written notice of any such claim or facts that could result in a claim not later than ten (10) days after the date of the occurrence of the event causing the potential claim. Client's failure to provide such notice, for any reason, shall constitute waiver of such claim.

Venue. Any litigation initiated in connection with this agreement shall take place in Multnomah County, Oregon, unless such case involves a lien claim that must be litigated elsewhere as a matter of law. All claims of any nature that relate to this Agreement shall be subject to Oregon law, unless such claims relate to the foreclosure of a lien and are, as a matter of law, subject to the laws of another state.

Enforceability / All Terms Material. All provisions herein are material to HHPR's agreement to provide services, and were expressly negotiated by the parties. In case any one or more of the provisions contained in this agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired.