



GEOTECHNICAL ENGINEERING ▪ ENVIRONMENTAL CONSULTING ▪ CONSTRUCTION TESTING & OBSERVATION

December 10, 2018

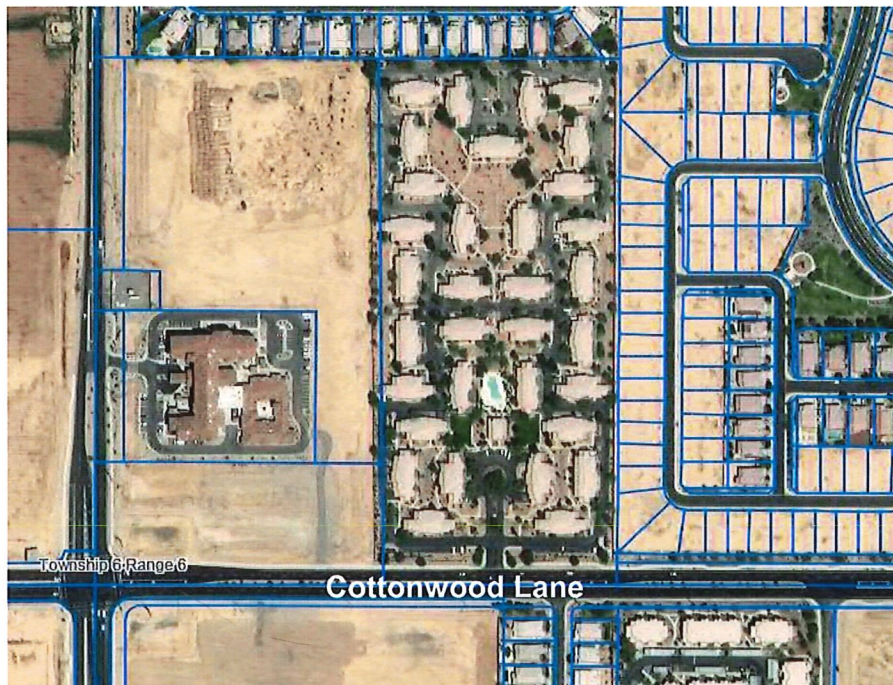
Project 13588

Jerry Palmer
Palmer Architects, LTD
8560 East Shea Boulevard
Scottsdale, Arizona 85260

**RE: PROPOSAL FOR COMPREHENSIVE UPDATE TO THE GEOTECHNICAL REPORT
VILLAS BY MARY T. EXPANSION
APN 505-15-003J
1576 EAST COTTONWOOD LANE
CASA GRANDE, ARIZONA**

Jerry,

As requested, this firm is submitting a proposal for providing a comprehensive update to the original geotechnical report for the above referenced project. Due to the age of the report, dated July 15, 2003, and the addendum to the report, dated August 17, 2005, additional test borings will be required to verify the soil conditions. The following aerial photograph depicts the site and immediate vicinity:



The proposed investigation of the site would involve one site visit (mobilization and demobilization) to the subject site and five (5) exploratory test borings, advanced to a depth of 15.0 feet or shallow auger refusal with a CME-55 drill rig.

9013 NORTH 24TH AVENUE, SUITE 7, PHOENIX, ARIZONA 85021

PHONE: 602.943.6997 ▪ VANNENGINEERINGINC.COM

The soils encountered will be examined, visually classified and wherever applicable, sampled. The sample locations will be noted graphically on each exploratory test boring log. Representative samples obtained during the field investigation shall be subjected to the following laboratory analyses:

Test	Sample(s)	Purpose
Collapse	Undisturbed native soils	Settlement analysis and soil bearing capacity
Sieve Analysis	Native subgrade soils	Soil classification
Atterberg Limits	Native subgrade soils	Soil classification
Moisture Content and Dry Density	Undisturbed native soils	In situ soil conditions
Expansion	Remolded native soils	Potential for soil heave
Chlorides, Sulfates, and Moisture Content	Native subgrade soils	Corrosion potential to concrete and metals

Items to be included in the final report shall be:

- Description of the subject site
- Description of the major soil layers
- Site Plan indicating the locations of all points of exploration
- Explanation of applicable geologic hazards
- Recommendations for surface-level conventional spread foundations; allowable bearing capacity based on settlement analysis of ½ inch total settlement and ¼ inch differential settlement (Design data, allowable bearing pressure and depth, for shallow spread foundations)
- Recommendations for post-tensioned slabs
- Recommendations for drilled shaft foundations
- General excavation conditions
- Lateral stability analyses including active pressure, passive pressure and base friction
- Recommendations for site grading - necessary earthwork for conventional systems
- Recommendations for drainage and slab support
- Anticipated shrinkage of the surface soil
- Recommendations for on-site pavement thickness
- IBC site classification for years up to 2018
- IRC compliance

This firm proposes to complete the above-described effort for the total cost of: \$2,500.00.

The anticipated completion time for the proposed effort is approximately **12-14 business days** following the authorization to proceed. *Please note the anticipated completion time is based upon the current field schedule for the workweek as of the date of this proposal. The anticipated completion time may fluctuate. To verify the actual completion time please contact this firm if executing this proposal more than 7 working days from its date.*



Two (2) hard copies and one (1) electronic copy of the final report would be submitted to the appropriate parties, upon completion of the effort.

Attached to this proposal are our three pages of General Conditions. Please call if you wish to discuss these General Conditions. These General Conditions are an integral part of this proposal and are incorporated herein. If the terms of this proposal and General Conditions are acceptable and you authorize Vann Engineering, Inc. to proceed with the work, please sign and complete the *Acceptance and Authorization to Proceed*. Please then mail, fax or e-mail the signed proposal back to us as notice to proceed. The terms in this proposal and the General Conditions will constitute the contract between the parties.

Vann Engineering, Inc. warrants that its services under this agreement shall be performed in conformance with the skill and care ordinarily exercised by other members of the profession practicing at the same time under the same or similar circumstances in the same locale. Please contact this office should any questions arise concerning the proposed scope of work or the content of this proposal.

Respectfully submitted,

VANN ENGINEERING, INC.



Bethany Howell
Administrative Assistant – Geotechnical Estimating

Distribution: Addressee via email jerry@palmerarchitects.com



Vann Engineering, Inc.

General Conditions

1. Compensation and Payment.

- 1.1 Vann Engineering, Inc.'s ("Consultant") compensation and rates for professional services on the project will be set forth in the contract with the Client. The Client agrees to pay those amounts. To the extent that the Consultant has agreed to hourly rates for professional services, those hourly rates are valid for one year from the date of the contract. Hourly rates for projects extending beyond one year will be increased annually in a reasonable amount.
- 1.2 Unless otherwise provided in the contract with the Client, if the Consultant hires any subconsultants on the project, the Consultant will bill the Client for the subconsultant's services at 1.15 times the subconsultant's invoice amount. The Client agrees to pay those amounts.
- 1.3 Unless otherwise provided in the contract with the Client, the Consultant will bill the Client for reimbursable expenses at 1.15 times the Consultant's cost. The Client agrees to pay those amounts. Unless otherwise provided in the contract with the Client, reimbursable expenses are considered over and above the contract price and/or hourly rates. Reimbursable expenses generally include the following items: transportation, travel, lodging, long distance calls and communications, fax charges, governmental fees and charges, copying, printing, reproduction, postage, courier services, delivery services, additional insurance coverage requested by the Client in excess of what the Consultant normally carries (provided the Client has approved the cost of such insurance), and other similar expenses relating to the project.
- 1.4 If the scope of the project or professional services is changed materially, the amount of the Consultant's compensation and rates shall be equitably adjusted. If the project extends materially longer than the Consultant originally anticipated (other than as a result of Consultant's negligence or willful misconduct), the amount of the Consultant's compensation and rates shall be equitably adjusted. If the instruments of service provided under the contract are required to be submitted to governmental entities and those entities change policies, procedures, rules, regulations, zoning, or laws relating to the project after the date of the contract, the Client shall pay the Consultant for any additional work that the Consultant must perform as a result of those changes pursuant to the applicable hourly rates.
- 1.5 Revisions, alterations, or change orders requested by the Client shall be deemed extra work and will be billed to the Client pursuant to the applicable hourly rates.
- 1.6 The Consultant will periodically (usually monthly) send the Client invoices for professional services rendered and reimbursable expenses incurred on the project. The Client must pay those invoices within 30 days of the invoice date. If the Consultant does not receive payment from the Client within 30 days of the invoice date, the Consultant will charge interest on the unpaid, late balance at 1.5% per month (compounded monthly).
- 1.7 The Consultant can withhold instruments of service, suspend services, and/or terminate the contract if any invoice has not been paid within 30 days of the invoice date.
- 1.8 The Client shall not withhold, deduct, off-set, or set-off any amounts that the Consultant has billed to the Client. If the Client disputes any of the Consultant's invoices for any reason, the Client must first timely pay the invoice(s) to the Consultant and then the Client can seek to resolve the disputed invoice(s) pursuant to the dispute resolution procedures set forth in these General Conditions.
- 1.9 If the project is suspended or terminated in whole or in part, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the Consultant's receipt of written notice of such suspension or termination. If the project is resumed after being suspended or terminated for more than three months, the Consultant can elect to have its compensation and rates equitably adjusted.



- 1.10 If the Consultant is forced to lien the project for non-payment by the Client, an additional fee of \$600.00 for the lien process will be added to the final invoice for each project. The account will not be considered paid in full by the Consultant until the lien fees are also paid by Client.
- 1.11 If the Consultant is forced to send the Client's account to collections for non-payment, a 30% collection fee will be added to the total amount due on each invoice. The account will not be considered paid in full by the Consultant until the collection fee is also paid by the Client.
- 1.12 The Client agrees to pay Consultant all costs of collection including but not limited to reasonable attorneys' fees, collection fees and court costs incurred by Consultant to collect properly due payments.
2. **Delays.** To the extent that the Consultant has provided the Client estimates as to when the Consultant will complete its professional services and/or the Consultant has promised the Client to complete the professional services by a certain date, that date(s) shall be extended automatically for any of the following conditions: (A) acts of the Client (including its agents, employees, consultants, and contractors) that delay work; (B) acts of God that delay work; (C) weather conditions that delay work; (D) strikes, boycotts, and similar actions that delay work; (E) change orders that warrant additional time to complete the project; (F) differing site conditions as discussed below; (G) the suspension or abandonment of work or services under the contract by the Client and/or other conditions that warrant the suspension or abandonment of work or services; and/or (H) any other condition that reasonably warrants an extension. The Consultant shall determine the amount of additional time that the Consultant reasonably needs to complete the project as a result of these conditions.
3. **Differing Site Conditions.** If the Consultant discovers any conditions at the project site that (A) differ materially from the plans, specifications, reports, and other available information and/or (B) are unusual in nature and/or not normally expected or found on projects of this type, then the Consultant will notify the Client of such differing site conditions. Upon such notification, the Client has the right to further investigate these existing conditions at the Client's sole expense. The Consultant has no duty to investigate differing site conditions. Whether such an investigation is done or not, upon notification of such differing site conditions the Client shall (A) terminate the contract or (B) agree to increase the contract price in the amount of the Consultant's reasonably estimated cost of the additional work needed as a result of the differing site conditions. If the Client elects to terminate the contract, the Client will pay the Consultant for all professional services rendered and reimbursable expenses incurred through the date of termination. The Consultant is entitled to stop work until the differing site conditions have been investigated and/or reasonably resolved. Any delays caused by differing site conditions shall extend the time for the completion of the project.
4. **Suspension and Termination of Contract.** The contract may be suspended and/or terminated by any party on the grounds that the other party is in substantial breach of the contract. Among other potential breaches, the failure of the Client to make timely payments to the Consultant shall be considered a substantial breach of the contract. The party seeking to suspend or terminate the contract shall first give written notice to the other party specifying the alleged breaches and allow that other party seven days from the date of notice to cure the alleged breaches. In the event of suspension or termination, the Client shall pay the Consultant for all services performed and reimbursable expenses incurred through the suspension or termination date, and any additional amounts to which the Consultant is entitled under the contract.
5. **Warranty.** The Consultant does not provide any express or implied warranties in connection with its work on the project.
6. **Limitation of Liability.** The Client agrees to limit the liability (whether in tort, contract, or otherwise) of the Consultant and its owners, directors, officers, employees, subconsultants, and their spouses to the limit of the Consultant's Professional Liability (Errors & Omissions) Insurance (\$2,000,000 aggregate, \$2,000,000 per occurrence). The Consultant's owners, directors, officers, employees, subconsultants, and their spouses are intended to be third-party beneficiaries of this limitation-of-liability clause.



7. **Consultant Indemnification.** The Client agrees to indemnify, defend, and hold harmless the Consultant and its owners, directors, officers, employees, and their spouses from and against any claims, actions, demands, judgments, damages, liability, costs, expenses, and/or attorneys' fees (collectively "Claims") that relate to and/or arise out of (in whole or in part) any errors, omissions, or breaches of duties by the Client in connection with this contract and/or project. This indemnification clause in favor of the Consultant is not intended to cover Claims to the extent they relate to and/or arise out of (in whole or in part) any errors, omissions, or breaches of duties by the Consultant. The Consultant's owners, directors, officers, employees, and their spouses are intended to be third-party beneficiaries of this indemnification clause.

Client Indemnification. The Consultant agrees to indemnify and hold harmless the Client and its owners, directors, officers, employees, and their spouses from and against any claims, actions, demands, judgments, damages, liability, costs, expenses, and/or attorneys' fees (collectively "Claims") that relate to and/or arise out of any errors, omissions, or breaches of duties by the Consultant in connection with this contract and/or the project. This indemnification clause in favor of the Client is not intended to cover Claims to the extent they relate to and/or arise out of (in whole or in part) any errors, omissions, or breaches of duties by the Client.
8. **Standard of Care.** The Consultant shall perform its services under this agreement in accordance with the generally accepted standard of care in conformance with the laws, codes, ordinances and regulations of those governmental authorities having jurisdiction over the services and this project and that are published and in effect as of the date of the agreement.
9. **Fees.** If any party to the contract brings an action or proceeding relating to the contract, the prevailing party shall be entitled to its reasonable attorneys' fees for matters arising out of contract.
10. **Choice of Law and Forum.** The contract shall be governed by Arizona law. Subject to the mediation provision below, the exclusive jurisdiction for resolving disputes between the parties is the Arizona state court system.
11. **Dispute Resolution.** The Client and the Consultant agree that all disputes between them relating to the contract or the project shall be submitted first (prior to any litigation) to nonbinding mediation at or near the place of Consultant's principal office.
12. **Entire Agreement.** The contract represents the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements between the parties.
13. **Amendments.** The contract may be amended only in writing executed by both the Client and the Consultant.
14. **Assignment of Contract.** The contract may not be assigned without the written consent of the other contracting party. To the extent that a contracting party consents to an assignment of the contract by the other party, the assignee must agree to assume all rights and obligations under the contract of the assignor.
15. **Invalid Clauses.** If a court of competent jurisdiction determines that any clause of the contract is invalid or unenforceable, (1) the remainder of the contract shall be valid and enforceable and (2) the parties shall endeavor to have the court replace and/or rewrite the invalid or unenforceable provision with a valid and enforceable provision that resembles the original provision as close as possible as to the parties' intent.

