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ENVIRONMENTAL CONSULTING
3123 SE 9th Avenue, Portland, Oregon 97202
Phone 503.233.8565 • Fax 503.296.2638
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January 24, 2022

Ms. Andrea Kirch
Income Property Management Co.
1800 SW 1st. Ave. Ste. 220
Portland OR 97201

SUBJECT: **2022 Environmental Cap Inspection at Vibrant! Apartments, 1620 NW 14th Avenue, Portland, Oregon 97209**

Dear Ms. Kirch,

Per our Proposal and Contract, dated December 28, 2021, we have prepared this report summarizing our inspection of the **environmental cap** at the above-referenced Vibrant! Apartments (the Property) which consists of soil and concrete building features.

Based on information associated with ODEQ Environmental Cleanup Site Information System Site Summary Reports (ECSI SSRs) for ODEQ ECSI Site 1080 (Hoyt Street Railyard) and ECSI Site 6103 (Hoyt Street Railyard Block 26), it is our understanding that portions of Vibrant! Apartments property are contaminated with various concentrations of diesel fuel, heavy oil, lead, and polycyclic aromatic hydrocarbons (PAHs), but that the contaminated soil has been capped with either masonry building materials or geotextile membrane covered with a two-foot layer of clean soil to prevent human exposure to these compounds. As part of the ODEQ-required Cap and Maintenance Plan which is attached to the deed of the property, the property is subject to the following environmental requirement:

> **Maintenance of cap:** Except upon prior written approval from ODEQ, no operations or uses shall be made on or of the Property that will or likely will penetrate any surface cover required under the ROD or jeopardize the cover's functional integrity, including without limitation any excavation, drilling, scraping, or erosion. The Owner of the Property shall maintain the surface cover and any other permanent feature of the remedy described in the Record of Decision (ROD) in accordance with the Monitoring and Maintenance Plan approved in writing by DEQ for the Property pursuant to the Consent Decree.
>
> **Full Text of Environmental Disclosure Statement associated with Cap:**
>
> *The Property on which the Condominium is situated was used in the past for railroad purposes. The Burlington Northern and Santa Fe Railway Company ("BNSF") and Hoyt Street Properties, L.L.C. ("HSP"), the former owner of the Property on which the Condominium is being developed, entered into a Declaration of Covenants and Restrictions (the "BNSF Declaration") for the Property, in which HSP and BNSF released claims against one another related to environmental contamination of the Property or the migration of environmental contamination to certain real Property, including that upon which the Condominium will be situated. The BNSF Declaration runs with the Property and is binding upon Developer, successor owners of the Property, and the Association. Under the BNSF Declaration, BNSF is responsible for certain monitoring, testing, and remediation of groundwater within or from the Property upon which the Condominium is being developed, as required by state or federal authorities or under state or federal law with respect to environmental*

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contamination released on the Property or the migration thereof. In addition, the Condominium and Association are subject to a License and Declaration of Restrictions ("DEQ License") which was entered into by HSP, BNSF and the Oregon Department of Environmental Quality ("DEQ"). The DEQ License requires HSP and its successors and assigns who take title to the Property, and, upon creation of the Condominium, the Association, to ensure that no use is made of groundwater beneath the Property, maintain the concrete surface cover of the Property, prohibit detached single family homes and agricultural use of the Property, and allow DEQ and BNSF access to certain limited portions of the Property upon advance written notice for inspections to ensure compliance with the restrictions in the DEQ License. DEQ and BNSF will be expressly prohibited from having access to any unit of the Condominium, other than the parking or storage units below grade. ***In addition, the DEQ License requires the Association to conduct annual inspections of the concrete surface cover of the Property and to file the inspection report with DEQ.*** *The cost of such annual inspections and reports will be a common expense of the Association. In the unlikely event that the Association breaches the DEQ License, the Association will be required to correct the problem. In such unlikely event, the Association would include the costs for such correction in the assessments made upon owners of units, thereby spreading the cost among all such unit owners in the manner provided in the Declaration.*

To demonstrate compliance with the cap maintenance requirement, Innovative Housing Inc. which manages the property, has contracted with AAI to perform a one-time inspection of the Property (with an option to perform future annual inspections).

Areas of Observation/Inspection:

AAI inspected the following site features for signs of structural failure or exposure of underlying soil:

- All hardscape areas, including exterior sidewalks, walkways, floor slabs, common areas, parking garages, and foundation walls.
- Sealants along building perimeters and other surfaces were inspected for weathering, cracking or degradation.
- All landscaped areas, including planters and open areas, along Property boundaries were inspected for evidence of holes, animal burrows, erosion, or other issues that could exposed the underlying contaminated soil.
- Surface water drainage features, such as exposed surface drainages, storm water catch basins, and roof drains were visually inspected for structural integrity and functionality, as accessible from the outdoor areas of the Property.
- The Property was inspected for evidence of groundwater seepage.

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Inspection Details:

Property Name: Vibrant Apartments

Property Address: 1620 NW 14th Avenue, Portland, Oregon 97209

Year Built: 2017.

Property Legal Description: T1N, R1E, SE ¼ of SE ¼ Section 284, Lot 00711.

Geologist Performing Inspection: Michael T. O'Connor, R.G., President, Assessment Associates, Inc. Environmental Consultants.

Inspection Requested By:
Ms. Andrea Kirch, Portfolio Manager, Income Property Management Co. (Property Management Group)

Inspection Date: January 11, 2022

AAI inspected the concrete foundation of the Property building for evidence of cracks, settlement, and/or unusual weathering patterns that could have the potential for allowing the underlying soil to migrate through the cap and create an exposure hazard for human or ecological receptors. Sealants, such as the caulking between the building and the sidewalk areas were also inspected for shrinkage and cracking. Areas inspected included the entire concrete slab at the perimeter of the building, the flooring of the interior lobby and leased spaces and parking areas at ground level, exterior sidewalks, and the floor in utility rooms that were accessible either from the interior of the parking garage or from exterior doors at the sidewalk level.

Table of Features Inspected

Cracks and/or Settlement in vertical cement or flatwork? Y/N	**Exposure Hazard? Y/N**	**Repair Required? Y/N**
No settlement was observed in any of the concrete walls or floors.	No	No
Holes or Penetrations? Y/N	**Exposure Hazard? Y/N**	**Repair Required? Y/N**
No holes or penetrations were observed.	No	No
Exposed Soil or Fabric Y/N?	**Exposure Hazard? Y/N**	**Repair Required? Y/N**
Soil was visible in planters, but no geotextile barrier was observed.	No	No
Problematic Surface Water Drainage Features?	**Exposure Hazard? Y/N**	**Repair Required? Y/N**
Problematic surface water drainage features were not observed.	No	No
Cracked or Missing Caulking?	**Exposure Hazard? Y/N**	**Repair Required? Y/N**
No	No	No
Groundwater Seepage Areas?	**Exposure Hazard? Y/N**	**Repair Required? Y/N**

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Groundwater seepage areas were not observed.	No	No

Conclusions and Recommendations:

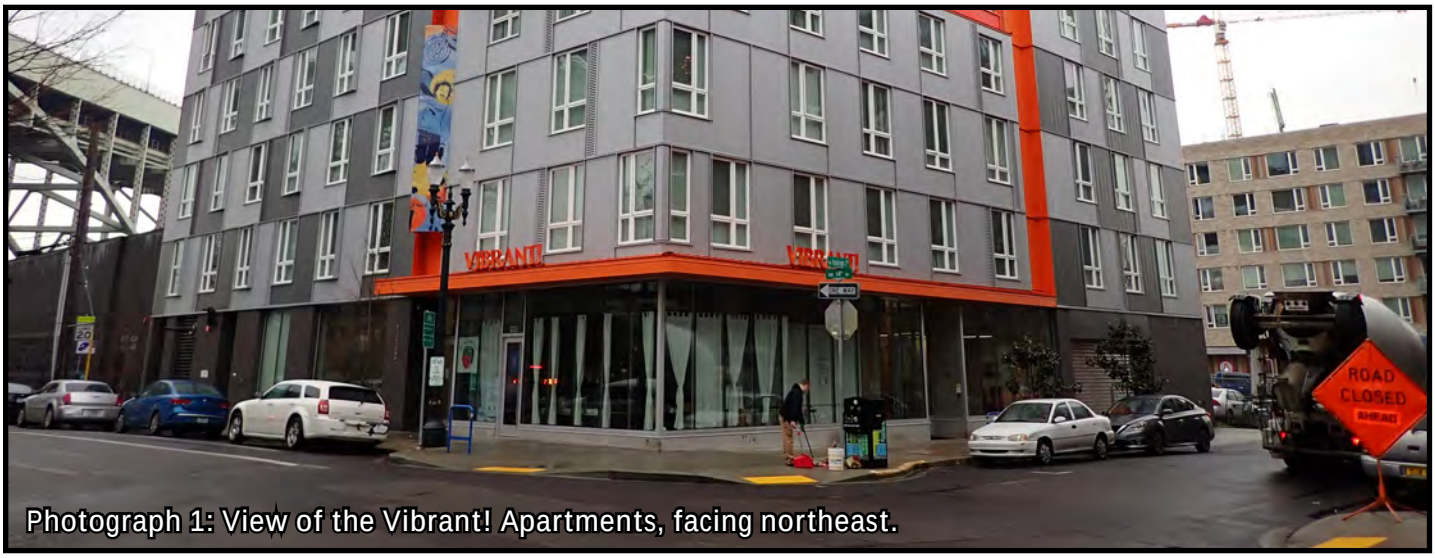
It is our professional opinion that there were no areas where the soil cap or the geotextile membrane used to delineate the top of the cap were visible at any of the inspection points. The silicone caulking between the building and sidewalk was observed to be intact and undamaged, and no areas of groundwater seepage were noted in the walls or floors of the basement parking garage.

We do not recommend additional inspections other than an annual re-inspection in 2023. The soil and concrete cap at the Property are apparently intact and are functioning as intended.

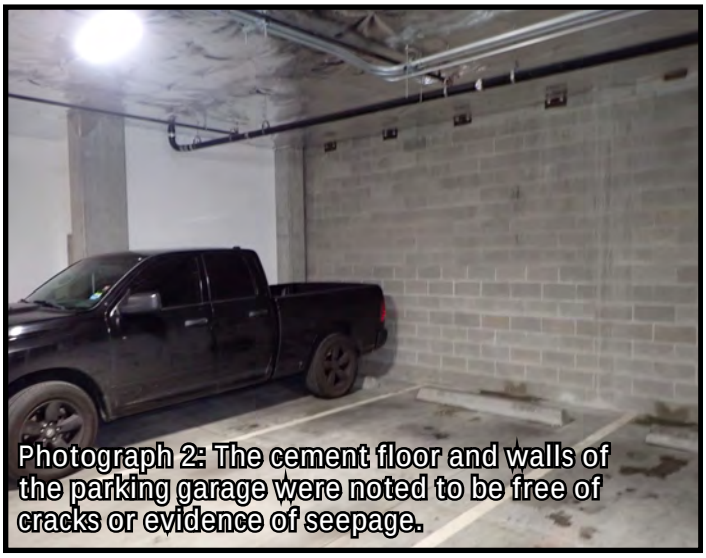
If there are any comments or questions, please contact the undersigned. Thank you for the opportunity to provide this proposal.

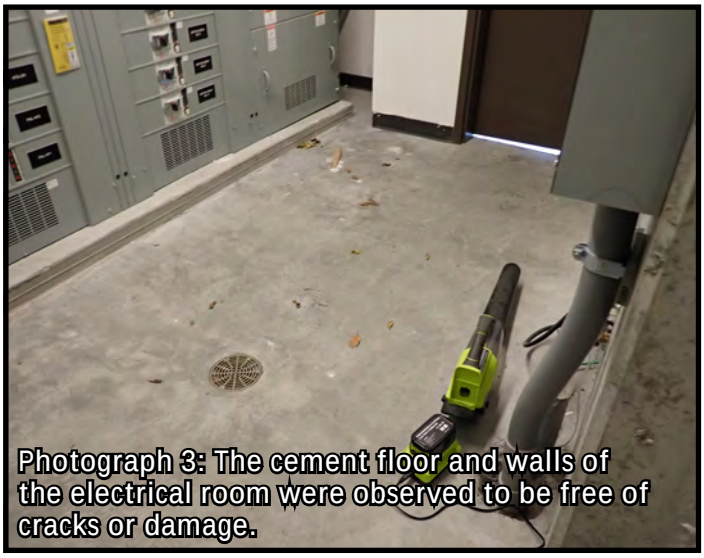
Sincerely,

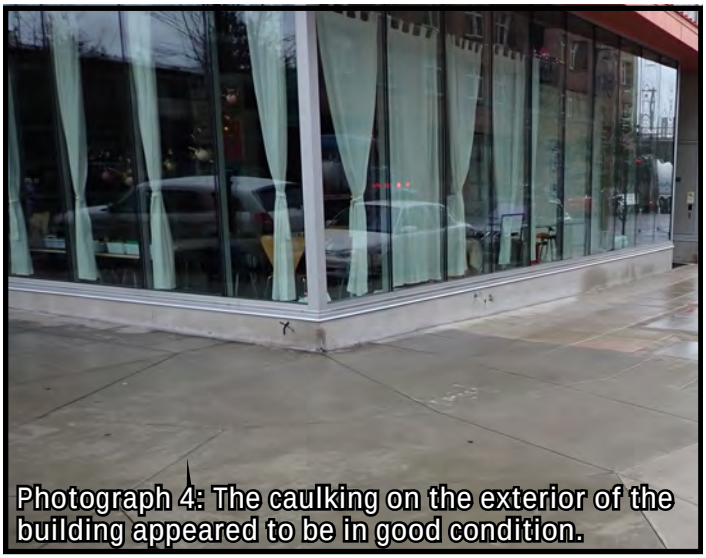
Michael T. O'Connor, R.G., R.E.A.
President
(503) 233-8565
mike@aaiconsulting.com



Photograph 1: View of the Vibrant! Apartments, facing northeast.


Photograph 2: The cement floor and walls of the parking garage were noted to be free of cracks or evidence of seepage.


Photograph 3: The cement floor and walls of the electrical room were observed to be free of cracks or damage.


Photograph 4: The caulking on the exterior of the building appeared to be in good condition.

Photograph 5: The planters surrounding the building appeared to be in good condition.

Site Photographs
Annual Cap Inspection
Vibrant! Apartments
1620 NW 14th Avenue, Portland, Oregon

AAI
WE DUE DILIGENCE SO YOU DON'T HAVE TO.

Assessment Associates, Inc.
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Portland, Oregon 97202
Phone 503.233.8565 • Fax 503.296.2638

AAI Project 1598 **January 2022**

Aerial Photograph Source: GoogleEarth

LEGEND

Property Boundary

FIGURE 1. Project Location - Vibrant! Apartments
Annual Cap Inspection
Vibrant! Apartments
1620 NW 14th Avenue, Portland, Oregon

NORTH

January 2022

Assessment Associates, Inc.
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CLOSEOUT REPORT

NW 14th Avenue and NW Raleigh Street

Portland, Oregon

ECSI# 1624

Prepared for:

Innovative Housing, Inc.
219 NW 2nd Avenue
Portland, Oregon 97209

Prepared by:

Wood Environment & Infrastructure Solutions, Inc.
7376 SW Durham Road
Portland, Oregon 97224
(503) 639-3400

February 7, 2019

Project No. 6-61M-132210

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February 7, 2019
Project No. 6-61M-13221-0

Oregon Department of Environmental Quality
NWR Cleanup Program
700 NE Multnomah Street, Suite 600
Portland, Oregon 97232

Attention: Mr. Kevin Dana

Subject: Closeout Report
10,000 Square Foot Property
Northeast of the Intersection of NW Raleigh Street and NW 14th Avenue
Hoyt Street Railyard ECSI# 1624

Dear Mr. Dana;

On behalf of Innovative Housing, Inc. (Innovative Housing), Wood Environment & Infrastructure Solutions, Inc. (Wood) is pleased to provide you with the enclosed Closeout Report for an approximate 10,000-square foot lot located at the northeast corner of the intersection of NW 14th Avenue and NW Raleigh Street in Portland, Oregon (Site). The Closeout Report describes how Innovative Housing has fulfilled all of the requirements of the Prospective Purchaser Agreement (PPA) for the Site.

This report is an update to the draft report provided on October 31, 2017, for which DEQ provided comments on December 6, 2017. The only significant changes between the draft and current (final) version of this report are that this final version includes photos documenting the final portion of the vapor barrier installation beneath the electrical room and the former construction crane, and additional justification as to why we believe a Cap Inspection and Maintenance Plan is not warranted for this Site. The entire PPA scope of work has been completed. A Certificate of Completion is hereby requested from the DEQ.

If you have any questions or desire further information, please feel free to contact the undersigned at (503) 639-3400.

Sincerely,

Wood Environment & Infrastructure Solutions, Inc.

John Kuiper, RG
Principal Geologist

Attachment: Closeout Report

c Julie Garver, Innovative Housing, Inc.

Wood Environment & Infrastructure Solutions, Inc.
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Portland, Oregon
USA 97224
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Table 2 Groundwater Analytical Results
Table 3 Soil Gas Analytical Results

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Figure 3a Area of Clean Fill/Soil from 0 to 6 feet Below Ground Surface
Figure 3b Area of Clean Fill/Soil from 10 to 16.5 feet Below Ground Surface

APPENDICES

Appendix A Laboratory Analytical Results
Appendix B Contaminated Soil Disposal Records
Appendix C Photo Log and Daily Field Reports
Appendix D Abandonment Reports for Vapor Monitoring Wells

CLOSEOUT REPORT
10,000-Square Foot Lot
Northeast of the Intersection of NW 14th Avenue and NW Raleigh Street
Portland, Oregon

1.0 INTRODUCTION

This Closeout Report has been prepared by Wood Environment & Infrastructure Solutions, Inc. (Wood, formerly Amec Foster Wheeler) on behalf of Innovative Housing, Inc. (Innovative Housing) for a 10,000-square foot lot located at the northeast corner of the intersection of NW 14th Avenue and NW Raleigh Street in Portland, Oregon (Site). The Site location is shown in Figure 1. The general Site layout and soil/groundwater sampling locations are shown on Figure 2. Innovative Housing is constructing a 12-story affordable housing apartment building on the Site, the process of which has involved removal and disposal of impacted soil, removal and disposal of woody debris, and installation of a protective cap and/or vapor barrier across the entirety of the Site.

2.0 PURPOSE AND OBJECTIVES

The Site is located in the far northwestern corner of a much larger area to the east and southeast known as the former Hoyt Street Railyards. This Closeout Report was prepared to document the fulfillment of requirements described in the Prospective Purchaser Agreement (PPA) between Innovative Housing and the Oregon Department of Environmental Quality (DEQ). The work completed is consistent with selected remedial actions, and institutional and engineering controls identified for the former Hoyt Street Railyard properties, as outlined in the DEQ *Record of Decision (ROD), Selected Remedial Action for Hoyt Street Railyard, Portland, Oregon*, dated December 15, 2000.

3.0 SITE LOCATION AND DESCRIPTION

The Site has an address of 1600-1640 NW 14th Avenue and is located in an area zoned by the City of Portland Planning and Sustainability Bureau as Central Employment. This zone includes industrial, commercial, service, and residential uses. The Site is legally described as “Lots 2 and 3 of Block 3, Watson’s Addition, in the City of Portland, County of Multnomah and State of Oregon and Lot 2, Block 258, Couch’s Addition to the City of Portland, in the City of Portland, County of Multnomah, and State of Oregon”.

4.0 SITE HISTORY

Historically, the Site was used for lumber storage in 1889 and was part of a larger property occupied by the Willamette Steam Mills Lumber and Manufacturing Company. From 1935 to 1940, the Site was occupied by Willis E Sumner Fuel, and aerial photographs of the Site from this time depict what appear to be small buildings. The eastern adjacent property was occupied by railyard shops from 1955 to 1985 and these included a pipe shop, furnace room, warehouse, electrical shop, paint shop, tool house, oil house, and a welding shop. A battery factory and manufacturing plant occupied the northern adjacent property from 1950 to 1955, followed by brake lining manufacturing in 1960 and welding operations from 1965 to 1985.

5.0 TYPE AND MAGNITUDE OF CONTAMINANTS

Based on the results of subsurface investigations at the Site, contaminants of concern (COCs) in various media consist of the following:

- Soil: lead, arsenic, total petroleum hydrocarbons (TPH), and polynuclear aromatic hydrocarbons (PAHs)
- Groundwater: TPH and PAHs
- Soil Gas: methane.

A summary of all laboratory analytical data collected from the Site is presented in Tables 1a, 1b, 1c, 2, and 3. Laboratory analytical reports from the most recent sampling (conducted in 2017) is presented in Appendix A.

Groundwater is not believed to be an issue at the site because groundwater is relatively deep (greater than 15 feet below ground surface [bgs], deeper than expected to be encountered during future construction or utility work), is not used for drinking water, and the TPH and PAH concentrations are very low. Groundwater was not encountered during the construction soil excavation activities, which occurred in June and August 2017.

Methane in soil gas is not believed to be a significant issue because the concentrations initially detected in the vapor monitoring wells were temporary in nature (completely gone within one week of well installation), and most of the woody material beneath the Site was removed during the soil excavation.

Soils were determined by DEQ to be an issue because COC concentrations greater than DEQ Risk-Based Concentrations (RBCs) were detected, and some of the elevated detections were in

soils located within three feet bgs. In addition, areas of soil containing COCs exceeding DEQ "Clean Fill" standards were present at the Site, and these soils required special handling/disposal during Site excavation activities. Figures 3a and 3b depict areas of the Site where soil contaminant concentrations were below Clean Fill standards (e.g. were "clean") for the 0 to 6 feet bgs and 10 to 16.5 feet bgs sampling intervals. No map was prepared for soils from 6 feet to 10 feet bgs because the majority of the soils in this interval exceed Clean Fill standards and segregating between "Clean Fill" and "Not-Clean Fill" was not practical for this depth interval.

6.0 SITE REMEDIATION AND WORK PERFORMED

From June through October 2017, Innovative Housing excavated and removed impacted soils, installed a protective cap across the entirety of the Site, and implemented engineering controls to mitigate the potential for vapor intrusion.

6.1 IMPACTED SOIL REMOVAL

Innovative Housing excavated and removed a total of 2,079 tons of soil containing petroleum and metals (lead, arsenic) from the Site during the construction process. These soils were transported to the Waste Management Subtitle D landfill located in Hillsboro, Oregon, under profile #124697O. A summary of the transported/disposed material is provided in Appendix B. Amec Foster Wheeler field-inspection forms and a photo log are provided in Appendix C. In addition, a significant amount of non-impacted woody debris was removed from the Site.

6.2 PROTECTIVE CAP

As specified in the CMMP: *"A protective cap will be installed during construction, and will consist of the new building and adjacent sidewalks, so that subsurface soils will be substantially inaccessible Site wide. Any areas of the Site not covered by building or sidewalk (such as landscape areas) will be covered by a minimum thickness of three feet of clean soil acting as a soil cap. Soil cap areas will be separated from underlying contaminated soil by a demarcation layer consisting of 6-mil visqueen plastic. A long-term inspection and maintenance plan for the soil cap will be prepared and submitted to the DEQ for review and approval".* These conditions have been met as described in the following subsections.

6.2.1 Installation of Protective Cap

The entire Site (10,000 square foot property) has been covered by a protective cap. This includes approximately 8,000 square feet covered by the building slab and foundations, with the remainder covered by sidewalks along the west and south sides (with the exception of four three-foot by three-foot tree wells within the sidewalks [two on NW 14th Avenue and two on NW Raleigh Street]).

Building: The entire building is underlain by a 60-mil high-density polyethylene (HDPE) barrier. This exceeds the 40-mil HDPE barrier specified in the CMMP. Photos of the HDPE installation are included in Appendix C.

Sidewalk and Tree Planter Areas: For the sidewalk and planter areas, the impacted soils were removed to a depth of 15 feet bgs. This was due to the installation of very large utility vaults and their associated shoring, and the relocation of utility lines from several providers. This area was then backfilled by clean fill (up to about three feet bgs) with gravel up to the surface and then covered with a concrete sidewalk, with the exception of the small tree planters. Gravel is at least as protective as soil. The reason for substituting gravel for soil near the surface was that it was better suited for site construction conditions during the rainy season. As an added benefit, gravel is not subject to erosion, especially in level areas such as this Site. The base of the planters was covered by a permeable plastic liner (demarcation boundary) at a depth of 3 feet. Permeable liner material was used instead of visqueen so that rain water could infiltrate and not flood/kill the trees. Imported landscaping soil was then used to bring the planters up to surface grade.

6.2.2 CAP Inspection and Maintenance Plan

A CAP Inspection and Maintenance Plan should not be required for this Site. The rationale is as follows:

- Almost the entire Site is covered by either 1) the building foundations and slab, or 2) sidewalks. Each of these consist of concrete underlain by gravel, and any impacted soils beneath are inaccessible to human receptors, and will remain inaccessible in any plausible future scenario. There are no subgrade spaces in the building (i.e. basement or parking) that could serve to accumulate vapors.
- The only portions of soil that are not completely covered by gravel and concrete (foundations/slab/sidewalk) are the four small tree wells along 14th Avenue and Raleigh Street. In each of these tree wells the impacted soils were removed to a depth of approximately 15 feet, and replaced with clean fill. This constitutes a soil “cap” of nearly 15 feet thickness. Again, there is no plausible future scenario that would allow human access to impacted soils in the tree planters. For example, the Portland Bureau of Transportation would never allow these tree planters to remain as open holes, because it is a safety hazard for pedestrians. Also, if a hole were to be open for a matter of hours for tree replanting, it would not be deeper than 3 feet, and thus there still would be nearly 12 feet of “cap” remaining.
- Because the building is new, and adjacent utilities have already been upgraded and/or re-routed as part of the development, there is no reasonable potential for future utility work or other construction work that would lance the 60 mil liner.

- There is no reason to perform annual inspections of the slab/foundations/sidewalk and or tree planters to look for newly-accessible impacted soils.
  - It is not reasonable to expect that the concrete floor slab and/or foundations of this new 12-story building would become so degraded that underlying soils would be exposed to the extent that human receptors could come into contact with impacted soils on a regular/significant basis.
  - There is no plausible means for the small tree planters to erode to a depth of 15 feet.
  - If the sidewalk were to become completely degraded/removed so that underlying soils are exposed, then in most cases the soils would still need to be eroded to a depth of 15 feet before impacted soils were exposed. Even in areas where impacted soils are shallower beneath the sidewalk, if the sidewalk were to become completely removed then it would be obvious to any passersby, and the City would not allow such a situation to continue.

6.3 DECOMMISSIONING OF SOIL GAS MONITORING WELLS:

Although not stipulated in the CMMP, the two soil gas monitoring wells (B-5 and B-9) were decommissioned on May 19, 2017 by filling with grout. Decommissioning forms for the wells are provided in Appendix D.

6.4 ENGINEERING CONTROLS

As mentioned above in Section 6.2.1, engineering controls consisted of the installation of a 60-mil welded HDPE vapor barrier. The vapor barrier extends beneath the entire building footprint and will prevent potential subsurface methane vapors from entering the building.

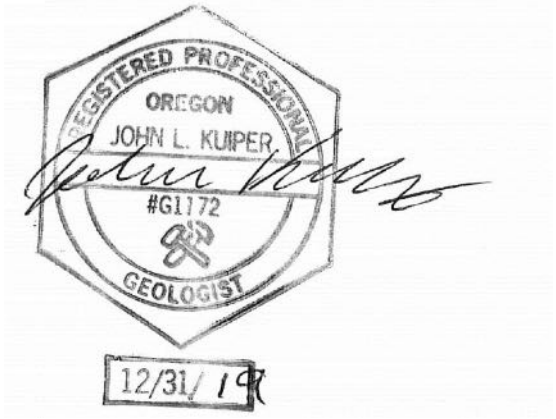
6.5 INSTITUTIONAL CONTROLS

Institutional controls in the form of a License and Declaration of Restrictions (LDR) has already been placed upon the property deed, prohibiting Site groundwater use for any purpose.

7.0 CLOSING

The work scope of the PPA has been completed and a Certificate of Completion is hereby requested from DEQ. If you have any questions or desire further information, please feel free to contact the undersigned at (503) 639-3400.

Wood Environment & Infrastructure Solutions, Inc.



John Kuiper, RG
Principal Geologist

Paul Stull, PE
Sr. Associate Engineer

Reviewed by:

Jack Spadaro, PhD, CHMM
Principal Scientist

REFERENCES

Amec Foster Wheeler, 2016a. Phase I Environmental Site Assessment, Approximately 0.23-Acre Property, NW Raleigh Street and NW 14th Avenue, Portland, Oregon 97209. February 19.

Amec Foster Wheeler, 2016b. Phase II Environmental Site Assessment, NW Raleigh and NW 14th Street, Portland, Oregon. June 29.

Amec Foster Wheeler, 2017. Contaminated Media Management Plan, NW 14th Avenue and NW Raleigh Street, Portland, Oregon. January 20.

Oregon Department of Environmental Quality, 2000. Record of Decision, Selected Remedial Action for Hoyt Street Railyard, Portland, Oregon. December 15.

LIMITATIONS

This Closeout Report was prepared exclusively for Innovative Housing, Inc. by Wood Environment & Infrastructure Solutions, Inc. (Wood). The quality of information, conclusions, and estimates contained herein is consistent with the level of effort involved in Wood services and based on: i) information available at the time of preparation, ii) data supplied by outside sources, and iii) the assumptions, conditions, and qualifications set forth in this Closeout Report and supporting reports. This Closeout Report is intended to be used by Innovative Housing, Inc. for the development of an apartment building located at the northeast corner of the intersection of NW 14th Avenue and NW Raleigh Street in Portland, Oregon only, subject to the terms and conditions of its contract with Wood. Any other use of, or reliance on, this Closeout Report by any third party is at that party's sole risk.

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ASSESSMENT ASSOCIATES, INC.
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A CREtelligent Company
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Phone 503.233.8565

ENVIRONMENTAL CONSULTING SERVICES QUALIFICATIONS AND EXPERIENCE SUMMARY

MICHAEL T. O'CONNOR, R.G.
Vice President, Principal Geologist and
Business Development Engineer
Assessment Associates, Inc., a CREtelligent Company
Offices in Portland, Oregon and Gold River, California

Technical Expertise and Experience Summary

Mr. O'Connor's experience spans over twenty-five years and includes over 1,000 Phase I and Phase II Environmental Assessment projects on almost every kind of property or facility imaginable. Past projects have included retail outlets, dry cleaners, greenspaces, industrial facilities, residential construction sites, gas stations, farmlands, cattle ranches, historic buildings, sawmills, and mining facilities, to name a few. He is fully conversant with ASTM E1527-13, which incorporates EPA's *All Appropriate Inquiry* standard for Phase I ESAs.

Credentials

B.A. Geology, University of Massachusetts, Amherst, Massachusetts	1986

Professional Titles and Affiliations

• Oregon Registered Geologist No. 1998	2004
• Washington Licensed Geologist No. 2398	2003

Professional Training

• OSHA 40-Hour HAZWOPER Training and 8-Hour Refresher	1995-2006
• ASTM: Environmental Site Assessments for Commercial Real Estate	1995
• AHERA-Certified Asbestos Inspector	1997
• EDR, Inc. *Due Diligence at Dawn* Seminars	1995-2010

Career Highlights

CREtelligent, Inc.	VP. Principal Geologist and Business Development Engineer	Since May 2021
Assessment Associates, Inc.	President	2006 to May 2021
Hahn and Associates, Inc.	Senior Project Manager	1995 to 2006

References

Mr. Peter Bouman, Licensed Real Estate Broker	(503) 625-3000
Mr. Wil Eadie, Tualatin Hills Park and Recreation District	(503) 789-8939
Ms. Karen Starin, Office of the METRO Attorney	(503) 797-1557
Ms. Clara Taylor, Oregon Department of State Lands	(503) 986-5276

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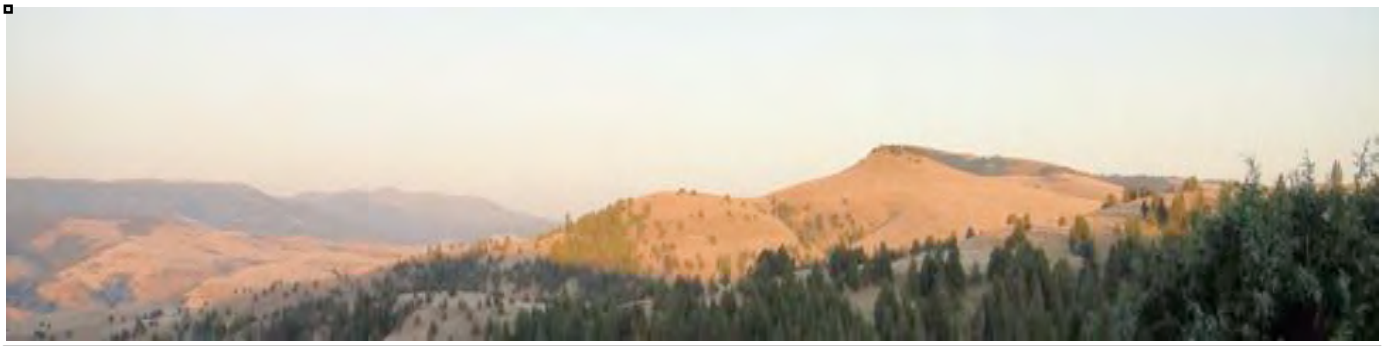

Assessment Associates, Inc. Environmental Consulting

Providing Environmental Due Diligence Services to Governmental, Industrial, Financial, and Individual Investors for Commercial Property Transactions

Scope of Services:

- Phase I Environmental Site Assessment ASTM E 1527-13
- Due Diligence for HUD Section 232 Lean Loans, MAP and TAP Processing
- Transaction Screen Assessment ASTM E 1528-06
- Stormwater and Drywell Compliance and Registration
- Phase II Inveπstigations, Site Remediation and Monitoring
- National Environmental Policy Action (NEPA) Assessments
- Environmental Compliance Audits and Asbestos Surveys

President/Principal: Michael T. O'Connor, R.G., L.G., R.E.A.
Office: 503.233.8565 Mobile: 971.344.5953 Fax: 503.296.2638

Experience:

Our staff have conducted thousands of Phase I and Phase II Environmental Assessment projects on a wide variety of properties including nursing homes, retirement centers, assisted living facilities, retail outlets, dry cleaners, greenspaces, industrial facilities, residential construction sites, gas stations, farmlands, cattle ranches, historic buildings, sawmills, and gold mines.

Qualifications:

- Oregon Registered Geologist No. 1998
- Washington Licensed Geologist No. 2398
- California Registered Environmental Assessor No. 07332
- OSHA 40-Hour Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification
- AHERA Asbestos Inspector and Supervision Certification
- Registered Environmental Assessor, State of California

Get the insights you rely on for your commercial real estate transactions

A one stop solution for all due diligence:

- Environmental
- Valuation
- Property Conditions Assessments/Inspections
- Flood Notifications, Zoning, Land Surveys
- Asset/Portfolio Risk Monitoring

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Platform as a Service

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RADIUS Platform

RADIUS is a cloud-based service that allows you to order, receive, and archive all your Commercial Real Estate (CRE) due diligence on one secure platform. A one stop, one shop for environmental due diligence, valuation, property condition assessments, and more, all the products and services listed below are available on RADIUS. Join RADIUS free or take advantage of subscription levels to reduce costs.

Environmental Reports & Services

Commercial Real Estate Environmental Due Diligence

EnviroPreScreen Suite

EnviroPreScreen | The EnviroPreScreen (EPS) is an automated screening report, completed in under 30-seconds, that identifies regulatory environmental concerns on, or up to 1/8th-mile from a subject property. The report provides an algorithm-based risk rating of low, moderate or elevated, aerial maps with parcel outline and geo-located pin-drops that identify environmental concerns.

EnviroPreScreen Advanced | EnviroPreScreen Advanced is one step above the EPS report. It provides the aerial maps, risk rating and descriptions, but supplements the EPS with additional regulatory database status information. Completed in under 10 minutes, this report provides additional insights such as: UST installation and removal dates; spill/release dates; No Further Action date; and/or remedial status dates when available.

EnviroPreScreen Pro Insight | EnviroPreScreen Pro Insight is the most comprehensive of the EPS Suite. Our in-house Environmental Professionals evaluate the findings of the EPS Advanced Report, rendering a comprehensive discussion of interpreted risks and recommendations on any next steps. It also includes the risk rating, maps and data found in EPS Advanced. This report is completed within one business day.

EnviroScreen RSRA SBA Report

EnviroScreen RSRA SBA (Record Search with Risk Assessment) is an affordable, comprehensive desktop report designed to meet SBA's SOP 50 10 6 procedures for low risk, low balance loans. It includes an evaluation of a target property with respect to client provided information, historical usage, a regulatory database search, a LOW or ELEVATED risk rating and recommendations. These reports are completed in 3-4 business days.

EnviroScreen RSRA Conventional Report

The **EnviroScreen RSRA Conventional** is the same as the SBA RSRA desktop report except for the risk determination. The SBA version provides a LOW or ELEVATED environmental risk rating, while the Conventional version allows for a MODERATE finding (equivalent to De Minimis Condition). Ideal for loan balance loans, the RSRA Conventional report can be completed within 3-4 business days.

EnviroScreen Report with an Enhanced File Review

The **EnviroScreen with Enhanced File Review (ES w/EFR)** is a Conventional RSRA desktop report where an additional regulatory file review is provided by an EP. While not a requirement for RSRAs, the addition of an EFR with EP's opinion often helps bridge data gaps and lower interpreted risk level that an RSRA cannot do by itself and is cost-effective alternative to a full-blown Phase I ESA. An EFR can typically be completed in 3-4 days.

EnviroScreenPro Report

EnviroScreen PRO, also known as a Limited Environmental Site Assessment, is a desktop report that embodies all aspects of an ASTM Phase I ESA, minus the site inspection. An ideal alternative to a Phase I when a physical site inspection is not possible or provides limited value (i.e. businesses not using chemicals/producing hazardous wastes, vacant land, multi-family, etc.). Typically completed in 5 business days from agency file receipt.

Report Review

The **Report Review** offers an independent analysis of other third party environmental due diligence reports. An Environmental Professional evaluates the consultant consensus and abidance to established ASTM criteria and industry standards. The report includes a synopsis of the report with an EP's written opinions and recommendation. Ideal for verifying consultant's work when not on approved vendor list, when a second opinion is sought, or when a review is part of a lender's policy. Typically completed 3-4 business days.

Environmental Transacation Screen Report

The **Environmental Transaction Screen (ETS)** is an ASTM E1528-14 compliant report focusing on the target property. The ETS provides an on-site inspection, historical, regulatory database review, and interview. The ETS does not review these sources for adjacent properties is ideal to use where a site inspection is needed, but surrounding land use is not a concern. Typically completed in 5-7 business days.

Environmental Transacation Screen Report with EFR

The **Environmental Transaction Screen (ETS) with Enhanced File Review (ETS w/EFR)** is simply an ETS report that additionally includes an EFR to supplement identified data gaps. An ETS w/EFR is a cost-effective and time saving alternative to having complete a full ESA when a file review is needed. The EFR sometimes adds additional waiting to the turn time depending on regulatory responsiveness to file request.

Phase I Environmental Site Assessment Report

A **Phase I Environmental Site Assessment (ESA)** is an ASTM 1528-14 compliant report that meets EPA's All-Appropriate Inquiry (AAI) needed to limit owner liability of past environmental risks. It includes reviews of the historical background on the target and adjacent properties, reviews regulatory databases findings, includes regulatory file review as needed., and includes a site inspection and interview. Typically completed in 7 days from inspection.

Phase II Limited Subsurface Investigation Report

The **Phase II Report**, also known as a **Limited Subsurface Investigation (LSI)**, is used when previous due diligence indicates an environmental concern may have negatively impacted a property. Phase II investigations generally follow ASTM Designation E1903-11 and/or state guidance. It evaluates potential subsurface media (soil, soil vapor, groundwater) impacts from the identified risks and includes conclusions and recommendations from an Environmental Professional. Typically completed in about 12 days from sampling date.

Property Condition Reports & Services

Inspections and Assessments of a Commercial Property

Property Condition Assessment Report

The **Property Condition Assessment (PCA)** is an ASTM E2018-15 compliant report that provides an analysis of the physical condition of a property. The PCA includes a walk-through survey and a certified professional's observations, recommendations, and preliminary cost estimates for addressing issues. It also includes recommended priorities for resolving major deficiencies, updating aging components, and other investigations when needed. Typically delivered in 10-12 business days from inspection.

Property Condition Inspection

The **Property Condition Inspection (PCI)** provides an accurate description and analysis of a subject property and neighborhood conditions. Available for exterior-only or interior/exterior, the PCI identifies risk concerns, provides photos, itemized repair grids and estimates, aerial and satellite Imagery. Used as a standalone inspection report or to complete a commercial evaluation, as it is compliant with Interagency Appraisal & Evaluation Guidelines (IAG).

Valuation Reports & Services

Value Assessments for Commercial Property

Commercial Automated Valuation Model

The **Commercial Automated Valuation Model (CAVM)** is a fast and cost-effective report providing a commercial property value in under 30 seconds. While not USPAP compliant, it is used in many situations when a fast valuation is needed. The CAVM report is loaded with data including estimated property value (probable price), property Information, past sales, loan, taxes, sales comps, rental prices, net operating incomes, rent rolls, cap rates and more.

Commercial Evaluation

The **Commercial Evaluation** is an accurate, easy to read valuation report that complies with the latest state requirements and Interagency Appraisal and Evaluation Guidelines (IAG Guidelines). Available in sales or income/sales approaches to value, and exterior or interior/exterior inspections and images, the Commercial Evaluation is completed by a licensed real estate professional. For loans valued at $500,000 or less ($1M for credit unions), also ideal for valuing properties to be used as collateral on business loans less than $1 million and for extending credit or loan modifications.

Commercial Broker Price Opinion

The **Broker Price Opinion (BPO)** provides a flexible, easy to understand, and cost-effective alternative to appraisals. Available in sales only or sales/income approaches to value, and drive-by exterior or interior/exterior inspections. The sales approach analyzes the property's potential cash flow to see how it might affect the final price conclusion. The BPO compares the property's rent roll with comparable rental incomes and provides an opinion of market rent and potential gross income.

Commercial Appraisal

Our nationwide network of licensed appraisers provides competitively priced, fast turnround, USPAP-compliant valuations. Available on all property types including special purpose, our appraisal reports are completed by the most qualified valuers with specific experience in the type of property you're analyzing. MAI designated appraisers with Certified General license credentials provide the highest quality valuations by Cost, Sales Comparison/Market, or Income Capitalization approaches.

Zoning, Survey, Flood, Other Services

Collateral Certainty for Commercial Real Estate Properties

Commercial Flood Certificate

The **Commercial Flood Certificate** helps to quickly determine the flood zone status of a commercial property. Leveraging the latest FEMA databases and map updates, these reports are accurate, reliable and easy to understand. The report includes a comprehensive map with outline of subject property parcel boundary with identified flood risk. A manual QA exception process ensures the highest accuracy.

Residential Flood Certificate

The **Residential Flood Certificate** helps to quickly determine the flood zone status of a residential property. Leveraging the latest FEMA databases and map updates, these reports are accurate, reliable, and easy to understand. The report includes a comprehensive map with outline of subject property parcel boundary with identified flood risk. A manual QA exception process ensures the highest accuracy.

ALTA Land Title Survey

The **ALTA Survey** is a comprehensive report containing relevant information concerned with the present and future use of a property, and all encumbrances and restrictions that may affect its use. The survey includes: the exact location of property corners and boundary lines; location of improvements and above-ground, observable utilities, striped parking spaces, fences, and other observations; location of recorded and observed easements, accesses to public Right of Way, or lack thereof; zoning of the property and Setback Requirements as defined by the local municipality, and much more. The surveys meet the requirements and standards adopted by the American Land Title Association ("ALTA") and the National Society of Professional Surveyors ("NSPS") and include "Table A" items.

Zoning Reports

Zoning Compliance Report | The Zoning Compliance Report provides a detailed analysis of the local zoning ordinance requirements and the existing conditions on-site. Commentary pertaining to the property's conformance with use, setback, height, area, density and parking zoning regulations is included as are insight into any special permits, zoning relief or open zoning violations affecting the property.

Use Analysis Report | The Use Analysis Report provides the local development regulations (use, setback, height, parking, etc.) for a subject property and is combined with written zoning verification and public records requests from the local municipality. The Use Analysis Report is ideal for vacant land, an outparcel with a proposed land use, or zoning investigation on a potential property for purchase. It is accepted by all major lenders and financial institutions; the Use Analysis Report is a perfect tool to help in the issuance of ALTA Zoning Endorsement 3.06 (Zoning – Unimproved Land).

EZ Zoning Report | The EZ Zoning Report provides the most basic zoning information for a property. It provides a quick overview of the basic zoning requirements (setbacks, height, area, density & parking) without having to obtain written verification and document request from the local municipality.

Portfolio Asset Risk Monitoring

The **Portfolio Asset Risk Monitoring** service provides a life-of-loan check up on your CRE portfolio to identify any potential environmental risks that may have emerge since acquisition of the asset. Easily monitor your portfolio annually or bi-annually and receive risk ratings and insights on any properties with environmental concerns. The monitoring engine searches agency database records up to 1/8 mile of each property in your portfolio and delivers easy to understand results, quickly.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (SF) Heffernan Insurance Brokers 44 Montgomery Street Suite 1950 San Francisco CA 94104 License#: 0564249	**CONTACT NAME:** Michelle Ferguson **PHONE (A/C, No, Ext):** 415-778-0300 **FAX (A/C, No):** 415-778-0301 **E-MAIL ADDRESS:** michellefe@heffins.com
INSURED ESCRINC-01 CREtelligent, Inc. and Assessment Associates, Inc. 11344 Coloma Road, #850 Gold River CA 95670	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Nautilus Insurance Company 17370 **INSURER B :** Technology Insurance Company, Inc. 42376 **INSURER C :** Great Divide Insurance Company 25224 **INSURER D :** Lloyd's of London **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1107063959 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Professional X Pollution Liab GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ECP2032415-11	7/31/2021	7/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAP203544610	7/31/2021	7/31/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			FFX2035394-10	7/31/2021	7/31/2022	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TWC3975529	4/20/2021	4/20/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A D	Professional Excess Liability Cyber Insurance			FFX203539410 C4LQ1232292CYBER2021	7/31/2021 11/18/2021	7/31/2022 11/18/2022	Per Claim & Aggregate Per Claim & Aggregate	5,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Per written contract or agreement with the insured. Excess Liability coverage is excess of Primary General Liability, Professional Liability and Pollution Liability coverages.

CERTIFICATE HOLDER

PROOF ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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www.aaiconsulting.com
www.CREtelligent.com

ASSESSMENT ASSOCIATES, INC.
ENVIRONMENTAL CONSULTING
A CREtelligent Company
3123 SE 9th Avenue, Portland, Oregon 97202
Phone 503.233.8565

Standard Terms and Conditions for Consulting Services

These Standard Terms and Conditions, together with our proposal, make up the Agreement between the named Client and AAI/CREtelligent Before countersigning the Proposal or verbally authorizing work, be sure you read and understand its contents, which deal with the allocation of risks and duties between the Client and AAI/CREtelligent

1. **Services.** *We'll do what we agreed we would do.* AAI/CREtelligent/CREtelligent will perform the services defined in its Proposal and any amendments or change orders accepted by both parties. Any request from the Client that requires extra work, or additional time, or increases AAI/ CREtelligent's costs will require an amendment or change order agreeable to both parties.
2. **Standard of Care.** *We'll try to do the work right. If we mess up, we'll try to fix it.* AAI/CREtelligent will perform the services with the skill and care ordinarily used by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. No other standards or warranties, expressed or implied, including warranties of marketability or fitness for a particular purpose apply. The Client will notify AAI/CREtelligent in writing of any deficiencies in the services within 15 days of their discovery but not later than 120 days after substantial completion of the services. The Client will give AAI/CREtelligent a reasonable opportunity to correct these deficiencies. The Client understands that AAI/CREtelligent's services may entail risk of personal injury and property damage (including cross contamination) that cannot be avoided, even with the exercise of due care. The Client acknowledges and accepts any risk resulting from the fact that geotechnical and environmental conditions can vary from those found by AAI/CREtelligent at the times, locations and conditions of its work.
3. **Client's Responsibilities.** *You'll help us where you can.* Client will provide permits, licenses, approvals and consents necessary for performance of the services, except those maintained by AAI/CREtelligent for its ordinary conduct of business. Client will provide AAI/CREtelligent with all reasonably available documents that are related to the services, including information related to hazardous materials or other environmental and geotechnical conditions at the site. Before AAI/CREtelligent performs any subsurface activities, the Client will provide all available information concerning underground services, conduits, pipes, tanks, other facilities and obstructions at the site. AAI/CREtelligent will rely on the documents and information provided by the Client. The Client grants AAI/CREtelligent and its subconsultant(s) permission to enter the site to perform the services. If the site is owned by others, the Client represents and warrants that the owner has granted permission for AAI/CREtelligent to enter the site and perform the services. Client will provide AAI/CREtelligent with written verification of site access permission upon request.
4. **Payment.** *You'll pay us fairly and quickly.* Except as expressly provide in the Proposal, Client will compensate AAI/CREtelligent for the services at its standard rates, reimburse its expenses, and pay any taxes applicable thereto. AAI/CREtelligent will submit periodic invoices that are due upon receipt. The Client will notify AAI/CREtelligent in writing within 10 days of any disputed item on the invoice and pay all undisputed items within 30 days from invoice date. Overdue payments will accrue interest at the lower of 11½ percent per month or the maximum lawful rate. AAI/CREtelligent may terminate its services upon 10 days written notice any time payment is overdue on any account with the Client. Client agrees to pay for all services through termination, plus termination and collection costs, including reasonable attorneys' fees and expenses.
5. **Underground Utilities and Site Restoration.** *We'll use our best efforts to limit damage to the site.* Where appropriate, AAI/CREtelligent will contact local governmental authorities and private firms who coordinate underground utility information for information about conditions at the site. AAI/CREtelligent will review plans and information provided by these entities and the Client. AAI/CREtelligent will not be liable for any damage to underground services or structures not accurately identified in such plans and information. Client agrees to indemnify AAI/CREtelligent against all liabilities and costs arising out of such damage and its repair, except to the extent caused by AAI/CREtelligent's negligence. AAI/CREtelligent will conduct its on-site activities to limit damage to existing conditions to the extent possible. Client acknowledges that damage may occur to facilities such as paving, landscaping, utilities, structures, other improvements and existing conditions, by the work, even with due care. Client agrees to compensate AAI/CREtelligent for all costs to perform restoration work required by the Client.
6. **Samples.** *We only know conditions for what and where we test.* You'll pay us for special sample handling. AAI/CREtelligent will store samples for at least 30 days after submitting test results to the Client, unless requested in writing for them to be held longer or shipped. Client will compensate AAI/CREtelligent for storage beyond 30 days, special storage conditions, and costs to ship samples. Client will pay AAI/CREtelligent for all special disposal costs, including the cost to return samples to the Client. Test results obtained by AAI/CREtelligent on samples apply only to the samples tested for the conditions under which they were tested.
7. **Hazardous Materials.** *We won't own hazardous materials from your site.* AAI/CREtelligent does not provide assessments of the presence of environmental contaminants unless expressly indicated in our written agreement. Client will advise AAI/CREtelligent of any and all known contaminants and hazardous materials before AAI/CREtelligent provides any services involving those materials. Before any hazardous or contaminated materials are removed from the site for AAI/CREtelligent use, the Client will sign a manifest that names the Client as the generator of the waste (or will arrange for the generator to sign). AAI/CREtelligent will not be the generator or owner of, nor will it take title to or assume legal liability for any hazardous or contaminated materials at or removed from the site. AAI/CREtelligent will not undertake, arrange for, or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the site, other than samples collected for laboratory testing.

8.**Limits on AAI/CREtelligent Responsibility.** *We aren't responsible for things we don't do or control.* AAI/CREtelligent will not be responsible for the acts or omissions of any others, except for its employees and subconsultant(s). AAI/CREtelligent will not supervise, direct or have control over any contractor's work. AAI/CREtelligent will not have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any estimates or opinions of AAI/CREtelligent of probable quantities or costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guaranty or representation that actual quantities or costs will be consistent with those estimates or opinions. Client acknowledges that AAI/CREtelligent does not warrant or guarantee the approval or receipt of any governmental permits or approvals, or the time to obtain such permits or approvals.

9. **Changed Conditions.** *You will pay us to do approved extra work required by unforeseen conditions or events.* The Client acknowledges that geotechnical and environmental services involve

uncertainties, which often require a phased or staged investigation with the need for additional services becoming apparent as the work progresses. The Client acknowledges that encountered conditions may differ considerably from those anticipated, that laws and regulations are subject to change, and that regulatory requirements may be unpredictable. AAI/CREtelligent will notify the Client if additional services, costs or time become necessary due to any of these factors and the parties will negotiate appropriate changes to the scope of services, compensation and schedule. If the parties are unable to reach agreement, AAI/CREtelligent will be entitled to terminate its services with 5 days notice and to be equitably and immediately compensated for services already performed. In the event of an emergency, AAI/CREtelligent may take immediate steps to protect public safety, health and the environment, and will be equitably compensated for its work by the Client. AAI/CREtelligent will not be responsible for delays, failures to perform or extra costs due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions by the Client, or any other causes beyond AAI/CREtelligent's reasonable control. The Client will compensate AAI/CREtelligent for any increase in its costs resulting from any of these factors.

10. **Documents and Information.** *We own our work and give you limited permission to use it for what you paid us for.* All documents, data, calculations and work papers prepared or furnished by AAI/CREtelligent are instruments of service and will remain AAI/CREtelligent's property. Designs, reports, data and other work product delivered to or on behalf of the Client are for Client's use only for the limited purposes disclosed to AAI/CREtelligent and subject to Client paying for the services to provide said work product. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk and Client agrees to indemnify and defend AAI/CREtelligent against any liabilities resulting there from. Any technology, methodology, or technical information learned or developed by AAI/CREtelligent will remain its property.

11. **Confidentiality and Subpoenas.** *We won't tell anybody about this work unless someone's health or safety is in danger, or the Sheriff delivers a demand.* Information about this Agreement and AAI/CREtelligent's services and information provided by the Client about the services will be maintained in confidence and will not be disclosed to others without the Client's consent, except as AAI/CREtelligent believes is necessary to perform its services, comply with professional standards to protect public safety, health and the environment, and to comply with laws and court orders. AAI/CREtelligent will make reasonable efforts to notify the Client prior to any disclosure except as necessary to perform its services. Information available to the public and unprotected information acquired from third parties will not be considered confidential. The Client will reimburse AAI/CREtelligent to respond to any subpoena or governmental inquiry or audit related to the services at AAI/CREtelligent's standard rates then in effect.

12. **Insurance.** *This is all we have.* During the work, AAI/CREtelligent will maintain workers' compensation, commercial general liability, automobile liability, and professional liability insurance in the following minimum amounts:

Workers compensation	statutory amount
General liability	$1,000,000 per occurrence
	$2,000,000 aggregate
Auto liability	$1,000,000 per accident
Professional liability	$1,000,000 aggregate
Umbrella liability	$5,000,000 per occurrence
	$5,000,000 aggregate

AAI/CREtelligent will furnish certificates of insurance upon request. AAI/CREtelligent will purchase project specific insurance at Client request if it is commercially available and Client pays the premium and our costs to obtain the additional coverage.

13. **Indemnification.** *You won't blame us for anything except our own negligence.* Client agrees to hold harmless, indemnify, and defend AAI/CREtelligent and its affiliates and subconsultants and their employees, officers, directors and agents against all claims, suits, fines and penalties, attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by the indemnified party's negligence.

14. Limitation of Liability. *We won't pay any more on a claim than what's fair, or covered by our insurance.* To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of AAI/CREtelligent and its affiliates and subconsultants and their employees, officers, and directors for all claims arising out of this Agreement or the services is limited to $25,000 or the compensation received by AAI/CREtelligent under this agreement, whichever is less. This limitation applies to all injuries, damages, claims, losses, expenses and defense costs, whether based in contract, negligence, strict liability, statutory, trespass, indemnity, misrepresentation or any other theory of liability. No claim will be valid if presented to AAI/CREtelligent more than three years after substantial completion of the services or, if shorter, the applicable statute of limitations period. AAI/CREtelligent will not be liable for lost profits, loss of use of property, diminution of value of property or goods, delays, cost to obtain replacement samples, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages. AAI/CREtelligent will not be liable to anyone for injuries or deaths of any persons, except to the extent that such liability is covered by the insurance in Article 12.

15. **Disputes.** *We want disputes settled quickly and fairly.* All disputes between the Client and AAI/CREtelligent shall be subject to non- binding mediation. Either party may demand mediation by serving written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring the matter be mediated within forty-five days of service of notice. The mediation shall be administered by the American Arbitration Association in accordance with their most recent Construction Mediation Rules, or by such other person or organization as the parties may agree on. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five days after service of notice.

16. **Other.** *Legal details about this Agreement.* This Agreement shall be governed by Oregon law. The above terms and conditions regarding Limitation of Liability and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause. Any amendment to this Agreement must be in writing signed by both parties. This Agreement supersedes any contract terms, purchase orders or other documents issued by the Client. These Terms and Conditions shall govern over any inconsistent terms in the Proposal, except those specifically identified in the proposal section-Modifications to Standard Terms and Conditions. If these Terms and Conditions have been provided to you, your verbal authorization to commence services constitutes your acceptance of them. The provisions of this Agreement are severable; if any provision is unenforceable, it shall be appropriately limited and given effect to the extent that it is enforceable. Headings in these Terms and Conditions are for convenience only and do not form a part of the agreement. Nothing in this Agreement shall be construed to give any rights or benefits to third parties.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

CREtelligent, Inc.

2 Business name/disregarded entity name, if different from above

eScreenLogic

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

11344 Coloma Road, Suite 850

Requester's name and address (optional)

6 City, state, and ZIP code

Gold River, CA 95670

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

4	6	–	4	8	8	4	1	9	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	**Signature of U.S. person** ►	**Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*