



Alex Dunn, P.E. President

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PROPOSAL

804 D NW Buchanan Ave. Corvallis, OR 97330
P.O. Box 1067 Corvallis, OR 97339
www.mcgee-engineering.com

April 15, 2026

Glenwood HOA
17650 NW Glenwood Lane
Gales Creek, OR 97117

PROJECT: Grimmatt Bridge Inspection and Load Rating

ATTN: Roadmaster

Below is our proposal to provide engineering design services for your bridge inspection near Gales Creek, Oregon.

DESCRIPTION OF PROJECT

In May 2025 I visited the Grimmatt Drive Bridge over Beaver Creek. You have asked us to provide engineering services to inspect and load rate the bridge.

The existing steel girder/timber deck bridge has visible defects, including foundation settlement and deteriorated timbers. The bridge does not have a current load rating. We propose to perform a condition inspection and load rating of the bridge in general conformance with ODOT and AASHTO standard practices (modified for private infrastructure as appropriate). The load rating will consider the same vehicles as the Glenwood bridge analysis. Deliverables will include an inspection report with maintenance recommendations, and a load rating report with load posting recommendations.

SCOPE OF SERVICES

Design services are expected to include:

- Perform bridge condition inspection
- Perform load rating analysis
- Produce inspection and load rating reports

Additional Services. Based on similar projects, the following services may foreseeably be needed. They may be added to our scope of work upon negotiation:

- Services resulting from substantial change in the scope, extent, or character of the project
- Design of repairs
- Construction observations/support

Excluded Services. Services do not include:

- Hazardous Substances
- Legal/boundary survey
- Geotechnical investigation
- Hydraulic analysis/no-rise certification

SCHEDULE

Field inspection efforts can be completed within four weeks of your acceptance of this proposal. Inspection and Load Rating reports will be submitted two weeks after inspection. Our current availability looks good to complete these efforts in late spring or summer 2026.

ESTIMATED COST OF SERVICES

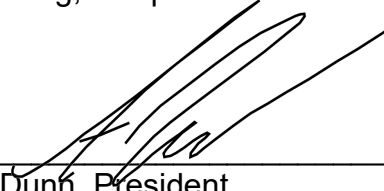
We plan to bill our effort at hourly rates according to the attached rate schedule. We estimate our costs as described below, and plan to keep you informed of any situations which may cause the cost to increase before proceeding with the work.

Inspection	\$2,200
Load Rating	\$5,300
Total Fees	\$7,500

TERMS OF ACCEPTANCE OF PROPOSAL

This proposal is an estimation of the work items included in this project. If in the event different items arise that are outside the scope of this contract, including meetings or revisions, they will be billed on a time and materials basis. Reimbursable expenses may include costs associated with (but not limited to) the following: printing, copies, postage, and mileage.

Signing this proposal constitutes an acceptance of its terms including all prices and costs. It must be returned to McGee Engineering, Inc. prior to start of work.

Authorized Signature: 
Alex Dunfi, President

Date: 4-15-2026

Authorized Signature: _____

Date: _____

ATTACHED: 2026 Rate Sheet, Standard Terms and Conditions for Engineering Services



SUMMARY OF BILLING RATES AND METHODS

www.mcgee-engineering.com
Corvallis Office: (541) 757-1270
Olympia Office: (564) 777-5621

P.O. Box 1067 Corvallis, OR 97339
804 D NW Buchanan Ave. Corvallis, OR 97330
2629 Parkmont Lane SW #101 Olympia, WA 98502

Effective January 1, 2026

McGee Engineering, Inc, an Oregon corporation, registered in all counties in the State of Oregon.

Hourly Rates:

Engineer Grade VIII \$246 per hour
Engineer Grade VII \$225 per hour
Engineer Grade VI \$204 per hour
Engineer Grade V \$187 per hour
Engineer Grade IV \$170 per hour
Engineer Grade III \$125 per hour
Engineer Grade II \$114 per hour
Technician Grade D \$154 per hour
Technician Grade C \$133 per hour
Technician Grade B \$114 per hour
Clerical/Intern \$85 per hour
No overtime fees added to professional fees

Overhead Expenses are included in professional fees. Expenses include professional and commercial insurance, office rent and utilities, telephone/fax expenses, computer and software costs, and stationery supplies.

Reimbursable Expenses are billed at actual cost. Expenses include testing fees, postage/shipping, printing/copying, and travel costs (parking, car rental, plane fare, lodging, meals).

Automobile Mileage is charged at the current federal rate.

Subcontractor Fees are billed at cost plus 10%.

Invoices will be prepared and submitted on a monthly basis.

Payments are due and payable within 30 days of receipt of invoice. Late payments will incur a late fee of 5% of the outstanding invoice. Interest on the outstanding balance shall accrue at the rate of 12% per annum beginning from the date payment was due.

Billing Rates will be increased annually, or more often if warranted by market conditions. Charges will be based on the latest rates unless otherwise agreed.

STANDARD TERMS AND CONDITIONS FOR ENGINEERING SERVICES

- 1. SERVICES OF ENGINEER.** McGee Engineering, Inc. ("Engineer") agrees to provide Client (as identified in the attached proposal) with engineering services as described in the proposal (the "Project"). Engineer may perform additional services at additional cost upon written approval by Client.
- 2. STANDARDS OF PERFORMANCE.** The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Engineer shall not be responsible for any deficiencies in technical accuracy if such deficiency is attributable to deficiencies in Client-furnished information. Engineer may retain such Engineer's subcontractors and subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services. Subject to the standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards. Engineer is not responsible for any deficiency in technical accuracy if such deficiency is attributable to deficiencies provided by others listed herein. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Engineer and Client shall comply with all applicable laws and regulations.
- 3. CLIENT'S RESPONSIBILITIES.** To the extent Client has not already provided the following, or has new, additional, or revised information from that previously provided, Client shall provide Engineer, and will continue to provide Engineer information and data needed for the Project, including Client's design objectives and constraints, performance requirements, design and construction standards; budgetary limitations; and any other available information pertinent to the Project, including reports and data relative to previous designs, construction, or investigation at or adjacent to the Project site. Client shall inform Engineer of the policies, procedures, and requirements of Client that are applicable to Engineer's performance of services under this Agreement. Client shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its subconsultants, and Engineer's subcontractors, as they visit the Project site or otherwise perform services under this Agreement. Client shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement. Client shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services. Client shall identify and advise Engineer of the scope of services of any independent consultants or contractors employed by Client to perform or furnish services in regard to the Project. If Client designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Client, Client shall define and set forth in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer. Client shall attend and participate in job-related meetings and Project site visits as requested by Engineer. Client shall communicate with Engineer's subcontractors and subconsultants through the Engineer unless directed otherwise by the Engineer. Client shall refrain from directing the services of Engineer's subcontractors or subconsultants.
- 4. SCHEDULE FOR RENDERING SERVICES.** Engineer is authorized to begin rendering services upon Client's approval of the proposal ("Effective Date"). Engineer will complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in the proposal. Engineer will notify Client promptly of any conditions which impair the Engineer's ability to complete its obligations on time.
- 5. INVOICES AND PAYMENTS.** Engineer will prepare invoices in accordance with its standard invoicing practices. Engineer will submit invoices to Client on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make any timely invoice payment, then a late fee of 5% of the outstanding invoice shall apply. Additionally, interest on the outstanding balance shall accrue at the rate of 12% per annum beginning from the date payment was due. Payment will be credited first to any late fee, then to interest, then to principal.
- 6. OWNERSHIP AND USE OF DOCUMENTS.** "Documents" shall mean all documents produced as deliverables in this Agreement, whether in printed or electronic document form, required by this Agreement to be provided or furnished by Engineer to Client. Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Client a limited license to use the Documents on the Project only, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (A) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project or Project site unless completed by Engineer, or for use or reuse by Client or others on extensions of the Project or Project site, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (B) Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants; (C) Client shall indemnify, defend with counsel selected by Engineer, and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants, and subcontractors from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (D) Such limited license to Client shall not create any rights in third parties. If Engineer at Client's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Client shall compensate Engineer at rates or in an amount to be agreed upon by Client and Engineer.
- 7. OPINIONS OF PROBABLE CONSTRUCTION COST.** Generally, "Construction Costs" include all portions of the of Client's Project including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Client's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Client. Any Engineer opinions of probable Construction Cost are merely estimates based on the Engineer's experience, qualifications, and general familiarity with the construction industry. However, the Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, or any unforeseen or unusual events. Actual Construction Cost will vary from Engineer's estimates. If Client requires greater assurance as to probable Construction Cost, then Client agrees to obtain an independent cost estimate.
- 8. CONSTRUCTION METHODS AND MEANS.** Engineer will not at any time supervise, direct, control, or have authority over any contractor's work, including any contractor hired by Client or Client's agents. Engineer will have no authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of a contractor to comply with Laws and regulations applicable to that contractor furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any contractor. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contracts. Engineer shall not be responsible for any decision made regarding any construction contacts, or any application, interpretation, clarification, or modification of any construction contracts, other than those prepared by Engineer.
- 9. DISPUTE RESOLUTION.** Client and Engineer shall resolve all disputes in the following manner. Client and Engineer agree to first negotiate any disputes between then in good faith for a period of 30 days. If a dispute arises out of or relates to this Agreement, or the breach thereof, including the applicability of the Agreement and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting other dispute resolution procedures. The place of mediation shall be Benton County, Oregon. Any dispute regarding this Agreement including the enforceability of this Agreement shall be governed by the laws of the State of Oregon with venue in Benton County Circuit Court of Oregon.

10. LIMITATION ON LIABILITY. To the fullest extent permitted by laws and regulations, and notwithstanding any other provision in this Agreement, the total liability, in the aggregate, of Engineer, Engineer's officers, directors, subcontractors, subconsultants, members, partners, agents, employees, to the Client and anyone claiming by, through or under Client for all claims, losses, costs, or damages, whatsoever including but not limited to any direct, special, incidental, punitive, exemplary or consequential damage) arising out of, resulting from or in any way related to the project or this Agreement from any cause or causes (including, but not limited to, the negligence, professional errors or omission, strict liability, breach of contract, indemnity obligations, or warranty expressed or implied) of Engineer or Engineer's officers, directors, members partners, agents, employees, subcontractors or subconsultants shall not exceed the greater of: the amount of insurance proceeds available under Engineer's policy if such a claim or loss is covered by Engineer's insurer; or the amount of Engineer's compensation received under this Agreement. Neither Client nor Engineer shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver includes but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including, but is not limited to, negligence, strict liability, breach of contract, and breach of warrant. To the fullest extent permitted by any laws or regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, Engineer, and all other negligent entities and individuals. Client acknowledges that this limitation on liability is valuable consideration negotiated with Engineer to induce Engineer to enter into this Agreement. Each party to this Agreement is a sophisticated business party negotiating in good faith and with the availability of legal counsel. By executing this Agreement, each party represents that it has had an opportunity of its respective legal counsel to review this agreement and advise the party.

11. INDEMNIFICATION. To the fullest extent permitted by any laws or regulations Client shall indemnify, defend (with counsel selected by Engineer), and hold harmless Engineer, its subconsultants, Engineer's subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from any act or omission of Client or Client's officers, directors, members, partners, agents, employees or contractors including but not limited to from a Hazardous Substances at, on, adjacent or under the Project site.

12. TERMINATION. (A) Client may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the Engineer to perform in accordance with the terms of the Agreement, through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate if Engineer begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and Engineer has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice. If Client terminates the Agreement for cause, Client may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks. (B) Engineer may terminate this Agreement for any reason upon 7 days' written notice. The Engineer may immediately terminate if (i) Client demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; (ii) Client or Client's agents violate applicable law at the Project site; (iii) there is a presence at or adjacent to the Project site of undisclosed Hazardous Substances. (C) In the event of any termination Engineer will be entitled to invoice Client and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination and all payment for all costs incurred by Engineer to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Upon making such payment, Client will have the limited right to the use of Documents, at Client's sole risk, subject to the terms of this Agreement. (D) In addition to the payments identified above, Engineer is entitled to receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs.

13. SUCCESSORS, ASSIGNS, AND BENEFICIARIES. Client and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Client and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Client nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Unless expressly provided otherwise in this Agreement: (A) All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Engineer and not for the benefit of any other party; (B) Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Client or Engineer to any contractor, other third-party individual or entity, or to any surety for or employee of any of them; and (C) Client agrees that the substance of the provisions of this Paragraph will appear in the construction contract documents.

14. HAZARDOUS SUBSTANCES REPRESENTATION. Client hereby represents that Client is not aware of, not engaged in, not permitted any unlawful activities upon, or any use or occupancy of the Project site, or any adjacent property. This includes any awareness, knowledge, engagement, permission regarding the use or occupancy of the Project site of any unlawful handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of any Hazardous Substances (defined below), whether illegal, accidental or intentional, on, under, in, or about the Project site, or unlawfully transported any Hazardous Substances to, from or across the Project site, nor are any Hazardous Substances presently unlawfully deposited, stored or otherwise located on, under, in or about the Project site, nor have any Hazardous Substances migrated from the Project site upon or beneath other properties. Client is unaware of any prior release of Hazardous Substances on the Project site or adjacent to the Project site and has not received or is aware of any notice or other communication concerning any alleged violation of any applicable relating to Hazardous Substances, or any notice or other communication concerning alleged liability for environmental damages in connection with the Project site. For purposes of this Agreement, the term "Hazardous Substances" means any material or substance which now or hereafter is defined as a "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste," or "toxic substance" or words of similar import under any applicable laws, including, but not limited to, gasoline, diesel fuel, or other petroleum hydrocarbons or materials that contain lead-based paint or other lead contamination. In no way does Engineer's scope of services include any services related to Hazardous Substances. Client acknowledges that Engineer is performing professional services for Client and that Engineer is not and will not be required to become a "Client," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Project site in connection with Engineer's activities under this Agreement. The provisions of this section shall survive termination of this agreement.

15. FORCE MAJEURE. In the event Engineer is prevented from continuing the Project because of an act of God or public enemy, strike, lockout, boycott, picketing, riot, insurrection, epidemic, pandemic or any governmental order, rule or regulation, or any other matter beyond the reasonable control of Engineer ("Force Majeure Event"), then, notwithstanding anything herein contained to the contrary, Engineer's obligations under this Agreement shall be suspended during the period of the Force Majeure Event and Engineer shall not be liable to Client for damages on account thereof.

16. MISCELLANEOUS PROVISIONS. This Agreement (which includes the exhibits attached hereto) constitutes the entire contractual agreement between Client and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.