



GEORESOURCES

earth science & geotechnical engineering

5007 Pacific Hwy E., Suite 16 | Fife, WA 98424 | 253.896.1011 | www.georesources.rocks

March 27, 2020

Cuong & Phoung Trinh
12200 Roseburg Avenue South
Burien, Washington 98168
(206) 596-6144
yumbie2003@yahoo.com

Proposal for Soils Report
Proposed Short Plat
13307 - 24th Avenue South
Seatac, Washington
PN: 0922049186 & 0922049326
Doc ID: Beyler.Trinh.24thAveS.P

INTRODUCTION

As requested by Kaycee Doty with Beyler Consulting LLC, we are pleased to submit this proposal for engineering services for the proposed short plat to be located at 13307 - 24th Avenue South in Seatac, Washington.

Our understanding of the project is based on our conversations with Kaycee Doty, our understanding of the City of Seatac development codes, and our experience in the area. The site consists of one tax parcels that is currently undeveloped except for a gravel driveway and likely utilities associated with the adjacent single-family residence to the west (13315 - 24th Avenue South). We understand that you propose to subdivide the parcel into two lots. We further understand that the site development will include developing each new lot with a single family residence and an access road for the new lots and the adjacent parcel to the west. We anticipate the proposed residences will be one- or two-story, wood-framed structures supported by conventional shallow foundations. We were not provided with a site plan prior to preparing this document.

Because of the amount of proposed hard surfacing associated with the project, we understand the City of Seatac is requiring a *Soils Report* be prepared in accordance with the 2016 King County Surface Water Design Manual (KCSWDM).

SCOPE

The scope of our services will be to evaluate the surface and subsurface conditions across the site as a basis for developing geotechnical recommendations and conclusions. Specifically, the scope of services will include the following:

1. Reviewing the available geologic, hydrogeologic, and geotechnical data for the site area;
2. Exploring surface and subsurface conditions by reconnoitering the site and monitoring the excavation of a series of test pits at select locations across the site;
3. Describing surface and subsurface conditions, including soil type, depth to groundwater, if encountered, and an estimate of seasonal high groundwater levels;

4. Providing our opinion about the feasibility of onsite infiltration in accordance with the 2016 KCSWDM, including a preliminary design infiltration rate based on grain size analysis, as applicable;
5. Preparing a written *Soils Report* summarizing our site observations and conclusions, and our geotechnical recommendations and design criteria, along with the supporting data.

This scope of work does not include in-situ infiltration testing, pavement section design, or winter groundwater monitoring all of which could be required by the City or requested by you, the owner. We can perform these tasks under a separate scope and budget at your request. This scope of work also does not include any environmental engineering services.

FIELD EXPLORATIONS

As stated above, we propose to explore surface and shallow subsurface conditions by reconnoitering the site and monitoring the excavation of two to three test pits to depths of 4 to 8 feet below existing grades. Our specific field exploration procedures and components are described in the paragraphs below.

Reconnaissance: Our site reconnaissance will be performed by a GeoResources representative, who will walk the site to observe surface conditions. The purpose of this reconnaissance will be to collect information regarding any features that could affect the proposed development. We will record our observations by means of notes, sketches, and/or photographs.

Test Pits: Our test pits will be excavated by a track-mounted machine operated by a licensed contractor working under subcontract to GeoResources. Test pit locations will be selected in the field based on project information provided by you, our understanding of the proposed development, underground utilities, and existing site conditions. Throughout the excavation, an experienced representative from GeoResources will monitor the excavation, log the subsurface conditions encountered, collect representative soil samples, and transport all samples to our laboratory for further visual examination and testing. After digging, each test pit will be backfilled and bucket tamped in place but not otherwise compacted.

Field Coordination: Before excavation, we will request the local utility locating service to mark any underground utilities at each exploration location, but additional assistance from you or the current property owner might be needed to identify all underground utilities. Upon arrival at the site, we assume that our equipment and crew will be given ready access to the work locations and that any necessary permits or rights-of-entry will have been obtained in advance by you.

Site Restoration: We will exercise due care while working at the site, but it should be realized that some surface disturbance is unavoidable. Such disturbance could include tire/track rutting, soil mounds, bare spots, slight subsidence, and/or soft areas. Although we perform general clean-up and restoration tasks before leaving the site, complete restoration of these disturbed areas is not included in our scope of work.

LABORATORY TESTING

We propose to conduct a series of geotechnical laboratory tests on selected soil samples obtained from our explorations in order to evaluate the engineering and index properties of the site soils. We will perform ASTM grain size analysis on one to two representative soil types encountered across the site. We will also submit a sample of the near surface soils to an independent analytical laboratory to test for cation exchange capacity (CEC) and organic content, to determine the potential of the shallow soils to support water quality treatment. We normally store all samples for about 30 days after testing has been completed and then discard them, unless prior arrangements are made for long term storage.

SCHEDULE AND BUDGET

We can typically begin our field work within about 5 to 7 business days of receipt of our notice to proceed, dependent on subcontractor availability. However, due to Washington State's 'Stay Home' order, we anticipate that we cannot begin field work until early to mid-April. Upon our notice to proceed, we will notify the One-Call Underground Utility Locate Center, which requires 3 days to mark any utilities within the site vicinity. We anticipate that our subsurface explorations will take half a day to complete, with the subsequent laboratory testing requiring an additional 5 business days. We will have our *Soils Report* available within 10 to 15 business days of completion of our laboratory testing. A copy of our terms and conditions is included with this document, and an overview of our scope and associated costs is outlined below.

<u>Basic Scope Item</u>	<u>Cost</u>
Excavation Contractor (2 to 3 test pits)	\$ 810
Field engineering (including travel and mileage)	\$ 750
Laboratory testing (2 sieves)	\$ 310
Independent Laboratory (1 CEC/organic content)	\$ 235
Soils Report Preparation	<u>\$ 875</u>
Total Cost	\$2,980

If infiltration appears feasible, the City may require in-situ infiltration be completed to determine a site specific infiltration rate. In-situ testing can be completed in the form of a small-scale Pilot Infiltration Test (PIT) in general accordance with the 2016 KCSWDM. We can complete the small-scale PIT, if requested, for the additional lump sum cost outlined below. We assume that water will be available at the site. If water is not available, then the cost of a water truck will need to be added.

<u>Optional Scope Item</u>	<u>Cost</u>
Small-scale PIT	\$2,750

POST REPORT SERVICES

After submittal of our final report, we will be available for consultation and construction observation regarding the civil engineering and site development aspects of the project. This typically involves written correspondence, telephone conversations, permit coordination, meetings,



additional site visits, and other engineering support in order to acquire permits for your project. All post report services will be billed on a time and material basis. A copy of our terms and conditions is included with this document.



CLOSURE

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions regarding the scope of work or budget of this proposal, please call. Authorization to proceed may be indicated by returning one copy of the proposal signed in the space provided below.

Yours very truly,
GeoResources



Jordan L. Kovash, GIT
Staff Geologist in Training



Dana C. Biggerstaff, PE
Senior Geotechnical Engineer

You may authorize the above services and budget by signing below and returning one copy, or your preferred method of authorization.

The services described above are
Authorized by:

Signature of Responsible Party

Print Name & Date

Please Return One Signed Copy of This Agreement for Our Files

JLK:DCB/jlk
Doc ID: Beyler.Trinh.24thAveS.P
Attachments: Standard Terms and Conditions

cc: Beyler Consulting LLC
5920 - 100th Street SW, #25
Lakewood, Washington 98499
(253) 984-2900

Attn: Kaycee Doty
kdoty@beylerconsulting.com





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General Conditions

GeoResources, LLC works to meet the needs of each client, and to develop and maintain long-term relationships based upon open communication, mutual trust and respect. We believe that the achievement of an appropriate level of partnering and risk sharing on each assignment is required toward that end. Ultimately, this provides a significant level of protection for each client and/or partner. The following General Conditions have been developed with this in mind.

INTEGRATION: The Agreement letter together with these General Conditions comprise the entire Agreement between the parties. This Agreement may not be changed without the prior written consent of all parties. There are no terms or conditions that are not expressed in this Agreement.

STANDARD OF CARE: GeoResources, LLC will perform its professional services with that degree of care and skill ordinarily exercised by similarly qualified geo-science professionals currently practicing in this area under similar conditions. GeoResources, LLC shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. GeoResources, LLC makes no further warranties, express or implied. Notwithstanding any other provision within this Agreement, nothing shall be construed to raise the applicable standard of care.

CLIENT FURNISHED INFORMATION AND OBLIGATIONS: The client is responsible to provide to GeoResources, LLC a description of the property, its location, the locations of any underground utilities, facilities or structures on or adjacent to the property which could impact our work, as well as the nature or location of any known or suspected hazardous materials that may exist on the property. The Client agrees to defend, indemnify and hold GeoResources LLC, its owners, employees, subcontractors and agents harmless from any damage to subterranean structures or utilities known by client to exist which are not specifically identified to GeoResources LLC. This indemnification will not apply to claims, damages, losses or expenses to the extent that they are caused by negligent acts by GeoResources LLC.

SITE ACCESS/RIGHT OF ENTRY: The Client must advise GeoResources LLC, prior to commencement of our services of any special requirements for site entry, work permits, security clearances, licenses, or any other required permissions. If the property is not owned by the Client, the Client shall obtain written permission for right-of-entry for the purpose of accomplishing our services and provide a copy of such to GeoResources LLC. Unless otherwise stated, it is the client's responsibility to notify any owners, tenants, or lease holders of the work to be performed and schedules of said work.

SURFACE AND SUBSURFACE DISTURBANCE: GeoResources LLC will take reasonable precautions to minimize surface and subsurface disturbance. In the normal course of exploratory work some disturbance will likely occur, the restoration of which is not part of this Agreement, unless specifically provided for in the scope of services and budget.

UNANTICIPATED CONDITIONS: Subsurface conditions may vary from those encountered at the locations where surveys or explorations are made by GeoResources LLC. Because the data, interpretations, conclusions, and opinions of GeoResources LLC and/or its employees are based solely on the information available to GeoResources LLC, limitations on available data will result in some level of uncertainty, and therefore risk, with respect to the interpretation of site conditions, despite the use of due professional care. Client understands and accepts this risk.

HAZARDOUS MATERIALS: Client agrees that any hazardous or dangerous materials, including asbestos, present at the work site prior to and during the performance of this Agreement were not generated, transported, stored or disposed of by GeoResources LLC. The discovery of unanticipated conditions or hazardous/dangerous materials constitutes a changed condition mandating appropriate renegotiations of the scope of services and budget or termination of services. The discovery of unanticipated hazardous materials also may make it necessary for GeoResources LLC to take immediate measures to address health and safety. GeoResources LLC shall notify Client as soon as practically possible should hazardous or dangerous materials be encountered. Client agrees to compensate Geo Resources LLC for the additional cost of services necessary to protect the health and safety of the public and GeoResources LLC employees and/or subcontractors.

REPORTING OF HAZARDOUS SUBSTANCE RELEASES: The Client is responsible for reporting releases of hazardous substances when such reports are required by government agencies. The Client agrees to defend, indemnify and hold GeoResources LLC and its owners, subcontractors, and agents harmless from government or other third party action taken from Client's failure to comply with hazardous or dangerous substance release reporting requirements.

INDEMNIFICATION: To the fullest extent permitted by law, the Client shall defend, indemnify and hold harmless GeoResources LLC, its owners, employees, subcontractors and agents, from any and all liability, loss, costs, damage or expenses (including attorneys' fees and costs) arising out of or in connection with GeoResources LLC's performance, reports or recommendations, presence on the project property, or the presence, release or threatened release of asbestos, hazardous substances, dangerous materials, or pollutants on or from the project property. This indemnification will not apply to claims, damages, losses or expenses to the extent that they are caused by negligent acts by GeoResources LLC or if new pollutants are introduced solely by GeoResources LLC.

The Client's obligations hereunder shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Client by the provisions of any Workers' Compensation or similar Act, and Client hereby waives any immunity to suit under applicable Workers' Compensation Law, including Title 51 RCW.

REPORTING OF HAZARDOUS SUBSTANCE RELEASES: The Client is responsible for reporting releases of hazardous substances when such reports are required by government agencies. The Client agrees to defend, indemnify and hold GeoResources LLC and its owners, subcontractors, and agents harmless from government or other third party action taken from Client's failure to comply with hazardous or dangerous substance release reporting requirements.

Client Initial _____

JOB SITE CONDUCT/SAFETY: GeoResources LLC will be responsible for its professional activities on the job site. This will not relieve the Client, Owner, and Subcontractor or construction contractors of their obligation to maintain a safe job site. Neither GeoResources LLC professional activities nor the presence of its employees or subcontractors shall be construed to imply responsibility for job site safety.

SOIL SAMPLE RETENTION AND DISPOSAL: Non-hazardous soil samples will be discarded 60 days after they are obtained unless prior arrangements are made to store or deliver the samples. Soil samples containing hazardous materials that are regulated under federal, state or local environmental laws will be returned to the Client or appropriately disposed of, at the Client’s expense, unless other written arrangements have been made.

INSTRUMENTS OF SERVICE: Reports, field data, laboratory data, analyses, calculations, estimates, designs and other documents prepared by GeoResources LLC as instruments of service shall remain the property of GeoResources LLC. GeoResources LLC will retain pertinent records relating to the services performed for a period of ten years following submission of the report. Copies of the instruments of service will be made available to the Client on request for a reasonable fee. Reuse of any instruments of service by the Client on extensions of this project, or on other projects, or otherwise outside the scope of this Agreement, without GeoResources LLC written permission will be at the Client’s risk. Client agrees to defend, indemnify and hold harmless GeoResources LLC from any claims, damages and expenses arising out of such reuse.

BILLING AND PAYMENT: Billing for services will be submitted monthly. Payment is due on receipt of the invoice unless otherwise agreed in writing. A service charge of one and one-half percent (1 ½%) per month will be added to unpaid accounts due over 30 days. Expenses incurred for lien or collecting delinquent amounts including, but not limited to, attorneys’ fees, legal costs and charges for GeoResources LLC staff time shall be paid in addition to the delinquent amount.

TERMINATION OF SERVICES: This Agreement may be terminated by either party upon at least seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms and conditions through no fault of the terminating party. Such termination shall not be effective if the failure has been remedied before expiration of the period specified in the written notice.

In the event that the Client requests early termination of our services, GeoResources LLC reserves the right to complete such analyses and records as are necessary to place its files in order and to complete a report on the services performed to date. Charges for these termination activities shall be in addition to all charges incurred up to the date of termination.

INSURANCE: GeoResources LLC maintains Workers’ Compensation and Employer’s Liability Insurance as required by state laws. GeoResources LLC also maintains comprehensive general, auto and professional liability insurance, certificates of which are available on request.

LIMITATION AND LIABILITY: The Client agrees to name GeoResources LLC as an additional insured on all insurance policies carried by contractors, subcontractors and suppliers on which the Client has been or will be named as an additional insured. GeoResources LLC’s liability hereunder, whether in tort or contract, for any cause of action shall be limited as follows: (a) for insured liabilities, to the amount of insurance then available to fund any settlement, award or verdict; and (b) for uninsured liabilities, to the fee earned by GeoResources LLC under this Agreement.

CONSEQUENTIAL DAMAGES: The Client and GeoResources, LLC each waive all claims against each other for consequential damages arising out of or relating to this Agreement including but not limited to loss of earnings or profit, loss of use or other incidental damages, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, strict liability, breach of warranty or negligent act, error or omission, whether professional or nonprofessional, indemnity or any other cause.

DISPUTES: Any dispute, controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be subject to mediation as a prerequisite to litigation. The law of the State of Washington will govern the validity and execution of this Agreement and the disposition of any claims related to this Agreement. Venue and jurisdiction shall be in the County where the Project is located.

TIME BAR TO LEGAL ACTION: Legal actions by either party against the other for breach of this Agreement, or for failure to perform in accordance with the applicable standard of care, shall be barred three years after the time Claimant knew or should have known of any damage, or six years after substantial completion of GeoResources LLC services, whichever is earlier.

ASSIGNS: Neither the Client nor GeoResources LLC may delegate, assign, sublet or transfer the duties, interests or responsibilities set forth in this Agreement to other entities without the written consent of the other party.

SURVIVAL: These terms and conditions shall survive the completion of the services under the Agreement and the termination of the Agreement for any reason.

SEVERABILITY: Any element of this Agreement later held to violate a law or regulation shall be deemed void, and remaining provisions shall continue in force. Client and GeoResources LLC shall in good faith attempt to replace any invalid or unenforceable provisions with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provisions.

GeoResources, LLC
Signed by: *Dana Biggerstaff*
Printed Name: DANA BIGGERSTAFF
Title: SR. ENGINEER
Date: 3/27/2020

Client
Signed by: _____
Print Name: _____
Title: _____
Date: _____

