

March 22, 2018

Mr. John White
14645 25th Ave. SW
Burien, WA 98166

Attn: Mr. John White

Transmitted via email to: *forestledge@gmail.com*

**Re: Proposal for Property Stability and Erosion Evaluation
White Residence
14645 25th Ave. SW
Burien, Washington**

Dear Mr. White:

Landau Associates, Inc. (LAI) is pleased to present this proposal for a reconnaissance of the property located at 14645 25th Avenue SW in Burien, Washington (site). Our proposed scope of services is based on discussions with your attorney, information you have provided, and our experience at the site.

Project Understanding

The City of Burien (City) has issued a notice of code violation related to past vegetation-clearing activities at the site. We understand that this code violation has halted your driveway construction project. To resolve the code violation, the City has requested a letter from a geoprofessional confirming that the aforementioned clearing did not have an adverse impact on the stability of the site and that no erosion concerns are present at the site. Based on information imparted during our March 20, 2018 discussion with you and your attorney, our property stability and erosion evaluation will focus on the portion of the site upslope of the retaining wall, including the driveway area.

Scope of Services

LAI's proposed scope of services includes the following tasks.

- Review history of clearing activities conducted by you and EarthCorps.
- Review EarthCorps documentation and report.
- Perform a site reconnaissance of the area affected by previous clearing activities. The reconnaissance will be limited to the portion of the property immediately upslope of the retaining wall, including the driveway area. A geoprofessional will walk the property, looking for evidence of erosion and ground instability. If evidence of erosion is observed, the geoprofessional will look for and identify plausible causes of the erosion, including but not limited to surface drainage, downspout outlets, and layers of weak soil.
- Summarize our findings in a draft letter that will include photographs and supporting data.

- Once you and your attorney have reviewed the draft letter and confirmed that our observations and description of the property are consistent with your understanding of the City's request, we will issue a second copy of the letter, signed and sealed by a professional engineer licensed in the State of Washington. Both the draft and signed letters will be submitted electronically in Adobe® PDF format.

Proposed Budget and Terms and Conditions

LAI's services will be provided on a time-and-expense basis and invoiced monthly in accordance with the attached 2018 Compensation Schedule and General Conditions. We estimate that the cost of our services will be \$3,000. We will complete our site reconnaissance within 1 week of receiving your authorization to proceed. We anticipate that our draft letter will be submitted within 1 week of completing the site reconnaissance, with the goal of issuing a signed and sealed letter (for delivery by you or your attorney to the City) by Monday, April 16.

Authorization

If you agree to the scope of services and budget described herein and wish to authorize our services, please sign in the space provided on page three and return one copy of this letter, or authorize by your preferred method.

We appreciate the opportunity to continue supporting you with this project. Please contact us if you have any questions.

LANDAU ASSOCIATES, INC.



Steven Wright, PE
Principal



Scott Woerman, MBA
Client Services Director

SZW/SAW/mcs
2018-5835

[X:\WHITE, JOHN\2018-03_SITE STABILITY RECON\WHITE RESIDENCE PROPOSAL FOR PROPERTY STABILITY AND EROSION EVALUATION.DOCX]

Attachments: 2018 Compensation Schedule
General Conditions

AUTHORIZATION

The scope of services and contractual conditions as described in this proposal and its attachments are accepted and Landau Associates, Inc. is authorized to proceed.

By

Signature*

Printed

For

Firm*

Date

*Name of person with contractual authority and firm responsible for payment of Landau Associates, Inc. billing.

John White
Property Stability and Erosion Evaluation
Burien, Washington

COMPENSATION SCHEDULE – 2018



Personnel Labor	Hourly Rate
Senior Principal	260
Principal	240
Senior Associate	220
Associate	200
Senior	180
Senior Project	165
Project	150
GIS Analyst	150
Senior Staff / CAD Designer	135
Staff / Senior Technician II	120
Data Specialist	120
CAD / GIS Technician	120
Project Coordinator	110
Assistant / Senior Technician I	100
Technician	81
Support Staff	69

Expert professional testimony in court, deposition, declaration, arbitration, or public testimony is charged at 1.5 times the hourly rate.

Rates apply to all labor, including overtime.

Equipment

Field, laboratory, and office equipment used in the direct performance of authorized work is charged at unit rates. A rate schedule will be provided on request.

Subcontractor Services and Other Expenses

Subcontractor billing and other project expenses incurred in the direct performance of authorized routine services will normally be charged at a rate of cost plus a twelve percent (12%) handling charge. A higher handling charge for technical subconsultants and for high-risk field operations may be negotiated on an individual project basis; similarly, a lower handling charge may be negotiated on projects requiring disproportionately high subconsultant involvement.

Invoices

Invoices for Landau Associates' services will be issued monthly. Interest of 1½ percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days.

Term

Unless otherwise agreed, Landau Associates reserves the right to make reasonable adjustments to our compensation rates over time (e.g., long-term continuing projects).

GENERAL CONDITIONS



SERVICES TO BE PROVIDED – Landau Associates agrees to provide Client, for Client’s sole benefit and exclusive use, the consulting services identified in Landau Associates’ proposal (the Services). The proposal, together with these general conditions, form the Agreement under which the Services will be performed and shall have control over any other forms or agreements unless expressly modified in writing and signed by Client and Landau Associates. This Agreement gives no rights or benefits to anyone other than Client and Landau Associates. The Services are limited to those expressly set forth in the proposal. If a service is not specifically identified, it is expressly excluded. Landau Associates shall have no other obligations, duties, or responsibilities except as expressly provided in this Agreement. Client expressly agrees that Landau Associates shall have no responsibility for construction means, methods, or safety.

DIFFERING CONDITIONS – Landau Associates shall be entitled to rely on the accuracy and completeness of all testing, services, reports, data, and other information furnished by Client regarding the project site. If Landau Associates believes that any condition encountered at the site or during the course of the project is inaccurate or differs materially from that indicated, reflected, or referred to at the time of Landau Associates’ proposal, Landau Associates shall notify Client within a reasonable time. Such differing conditions shall include but are not limited to: access, physical conditions such as subsurface conditions or underground utilities, condition of existing structures, and the presence of asbestos or any substance or material categorized as hazardous or toxic by federal, state, or local laws and regulations. Landau Associates shall not be required to continue performing the Services until such time as a change in compensation, time for performance, and/or other resolution of the differing condition has been mutually agreed to by Client and Landau Associates.

OWNERSHIP OF DOCUMENTS – Unless otherwise agreed as evidenced by mutual written confirmation, all logs, notes, calculations, reports, and other documents (“Work Product”) prepared by Landau Associates are instruments of service and are the property of Landau Associates. Client is responsible for appropriate use of the Work Product and recommendations by Landau Associates. Any and all such Work Product and recommendations are provided for the specific project(s), as identified; any reuse of the same for extensions of a project, or disregard for or deviation from Landau Associates’ recommendations, or for use on any other project, shall be at Client’s sole risk and without liability to Landau Associates. Client shall not, absent prior written agreement, use any Landau Associates Work Product if Landau Associates’ Services have been terminated prior to completion or Landau Associates has not been paid in full. Client shall release, defend, indemnify, and hold Landau Associates harmless from all claims, losses, liabilities, damages, expenses, and costs arising out of the unauthorized use or reuse of the Work Product.

STANDARD OF CARE – Landau Associates’ services will be performed with the degree of skill and diligence normally employed by engineering or other professionals performing similar services in the project area at the time Services are performed. No other warranty or representation, either express or implied, is included or intended in our proposals, contracts, reports, and communications.

INSURANCE – Landau Associates, at its own expense, carries professional liability, workers’ compensation, and employer’s liability coverage as required by applicable state law, and general liability insurance, including automobile liability. The amount of insurance available may vary from year to year. The professional liability insurance is written on a claims-made basis. If Client desires insurance coverage in addition to that carried by Landau Associates at the time of the Agreement, Landau Associates will cooperate to obtain such additional insurance, if available, at Client’s expense.

LIMITATION OF LIABILITY – Landau Associates shall not be liable for loss or damage occasioned by delays beyond its control, or for loss of earnings, loss of use, or other incidental or consequential damages suffered by Client or others, however caused. Landau Associates’ liability under this Agreement shall be limited as follows: (a) for insured liabilities arising out of Landau Associates’ negligence, to the amount of the insurance then available to fund any settlement, award, or verdict; (b) for uninsured liabilities, to an amount not to exceed the total fee paid under this Agreement or \$50,000, whichever is greater.

For services involving subsurface explorations including excavations and drilled borings, Landau Associates will use good-faith efforts to identify subsurface utilities and structures through the following methods: Review of Client-provided information (which Landau Associates shall be entitled to rely on), notifying the Utility Notification Center to request the marking of public utilities, and contracting with private locating services to mark private utilities and public utilities not marked on private property by utilities responding to the Utility Notification Center location request. Landau Associates shall not be liable for damage to utilities or other subsurface structures not identified through its good-faith efforts, including, but not limited to, non-conductible utilities that cannot generally be located using standard locating techniques.

PERSONAL LIABILITY – No employee of Landau Associates shall incur personal liability to Client related to the Services.

INDEMNIFICATIONS – Client acknowledges that Landau Associates is not responsible for the creation or presence of contamination or pollution, if any, at the property. Client agrees to release, indemnify, and defend Landau Associates and any of its officers and employees from and against any claim, suit, action, or liability due to or related to contamination conditions at the property except to the extent such claim, suit, action, or liability is caused by the negligence of Landau Associates. For the purposes of this clause, contamination conditions shall mean the actual or alleged existence, discharge, release, or escape of any irritant, pollutant, contaminant, or hazardous substance into or upon the atmosphere, land, groundwater, surface water, or sediment of or near the property. Landau Associates will promptly notify Client of contamination conditions, if identified.

SITE SUPERVISION – Landau Associates has no overall supervisory authority or actual and/or direct responsibility for the specific working conditions at the site and/or for any hazards resulting from the actions of any trade contractor. Unless expressly provided in the scope of services, Landau Associates has no duty to inspect, supervise, note, correct, or report any health or safety deficiencies of Client, contractors, or other entities or persons at the project site not employed or subcontracted by Landau Associates.

PAYMENT – Invoices for Landau Associates’ services will be issued monthly, payable upon receipt. Interest of 1½ percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney’s fees or other costs incurred by Landau Associates in collecting any delinquent amount shall be paid by Client. If the Client fails to pay any invoice within thirty (30) days of the invoice date and such failure continues fifteen (15) days after Landau Associates gives Client notice of such failure, Landau Associates shall have the right to immediately terminate this Agreement and the Services provided hereunder. The right to terminate shall be without liability to Landau Associates and shall be in addition to all other legal, equitable, or contractual remedies available to Landau Associates. Client shall have no right of setoff against any billings of Landau Associates for disputed claims or withholding of services.

SUSPENSION OR TERMINATION – If Client requests suspension or termination of our services prior to completion, Landau Associates reserves the right to complete such analyses and records as are necessary to place the files in order, and, when necessary to protect our professional reputation, to complete a report on the services provided to date. Client shall compensate Landau Associates for personnel time and all reasonable expenses at current rates for work completed prior to suspension or termination and for work required to accomplish such closing.

TIME BAR TO LEGAL ACTION – The parties agree that all legal actions by either party against the other concerning the Services provided under this Agreement shall be barred two (2) years after the completion of Services by Landau Associates.

GOVERNING LAW – This Agreement shall be governed by Washington law unless otherwise mutually agreed upon in writing.

SEVERABILITY AND SURVIVAL – In the event that any provision of this Agreement shall be held invalid and unenforceable by a decision of a court of competent jurisdiction, the remaining provisions shall be valid and binding. All terms of this Agreement allocating or limiting liability shall survive the completion of the Services hereunder and the termination of this Agreement.