



TECHNICAL/PROFESSIONAL SERVICES AGREEMENT

DATE: June 20, 2023

PROJECT NUMBER: 2231072

This AGREEMENT is by and between

City of Yachats

hereinafter referred to as CLIENT, and Foundation Engineering, Inc., hereinafter referred to as CONSULTANT, who agree as follows:

CLIENT desires to engage CONSULTANT to provide technical and/or professional services in connection with CLIENT'S project designated as

Yachats Library Addition

For the performance of its services, CONSULTANT shall be paid by CLIENT in the manner and at the time hereinafter specified, the fee set forth in the attached proposal (23067). The amount and terms of the fee will remain valid through completion of the project.

CONSULTANT agrees to perform for CLIENT the services described in the attached proposal (23067) and furthermore agrees to provide such services in accordance with the following conditions:

SERVICES

CONSULTANT warrants that its services are performed under the general direction of Registered Professional Engineers and with the usual thoroughness and competence of the engineering profession. No other warranty or representation, either expressed or implied, is included or intended in its proposals, contracts, or reports, either written or oral.

CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by the CONSULTANT and that the data, interpretations and recommendations of the CONSULTANT are based solely on the information available to him. The CONSULTANT will be responsible for those data interpretations and recommendations but shall not be responsible for the interpretation by others of the information developed.

CONSULTANT will consider all reports to be confidential correspondence between the CLIENT and the CONSULTANT and distribute reports only to those persons, organizations or agencies specifically designated by CLIENT or its authorized representative. All boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT.

In the prosecution of his work, the CONSULTANT will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The CLIENT agrees to hold the CONSULTANT harmless for any damage to subterranean structures or utilities which are not called to CONSULTANT'S attention and correctly shown on the plans furnished.

Invoices will be issued once a month, are due and payable upon receipt, and are delinquent thirty (30) days after date on initial invoice. If invoices are not paid in full prior to delinquency, CLIENT agrees to pay interest on the unpaid amount at the rate of 1.5% per month (annual percentage rate 18%) from the delinquency date. All payments received shall first be credited to payment of interest, and then to the principal balance. CONSULTANT may at its option withhold delivery of reports or other data pending receipt of final payment for all services rendered.

CONSULTANT agrees to pay all subconsultants or subcontractors indicated in the attached proposal (if applicable) directly within thirty (30) days after receipt of their invoice.

GENERAL

In the event any term or provision of this Agreement is held to be illegal or in conflict with any law of the State where made, the validity of the remaining provisions shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular terms or provisions.

CONSULTANT

CLIENT



(Signature)

William L. Nickels, Jr., P.E., G.E.

(Type or Print Name)

President and Engineering Manager

(Title)

(Signature)

(Type or Print Name)

(Title)

Please sign and return a copy for our records. Thank you.



Date: June 12, 2023
To: David Rivinus and Linn West
City of Yachats Library Commission
From: Mel McCracken, P.E., G.E.
Subject: Proposal for Geotechnical Investigation
Project: Yachats Public Library Addition
Proposal No.: 23067

Please consider this memorandum as our proposal to provide geotechnical services for the proposed addition to the existing Yachats Public Library located at 560 W. 7th Street in Yachats, Oregon. Details of our proposed scope of work, estimated costs, and schedule are summarized below.

BACKGROUND

We understand that The City of Yachats Library Commission is planning to construct an addition east of the existing library building. The addition is expected to include shallow foundations with a slab-on-grade floor. The existing structure includes a framed floor and crawlspace. The new addition is expected to be 1,280 SF in plan and will be a single-story, wood frame structure.

The improvements will not alter site grading and we anticipate that loads for continuous footings will be ± 3 kips/foot or less. The City of Yachats Library Commission has provided an outline of the proposed improvement area and requested a geotechnical investigation to support the design of the proposed improvements.

SITE GEOLOGY AND TOPOGRAPHY

The site is located in an area of relatively level terrain with a drainage located immediately west of the existing structure. Previous subsurface explorations in the area encountered soft, organic soils followed by medium dense to dense sand that transitions to bedrock within ± 15 to 20 feet of the existing ground surface. The additional site may also include some upper fill associated with the existing surrounding development.

PROPOSED SCOPE OF WORK

Subsurface Investigation

We propose to drill two exploratory boreholes in the vicinity of the building addition to evaluate the subsurface conditions. The borings will be extended through the upper fill material and extend into the underlying dense sand. For estimating drilling costs and depths, we assumed the borings will extend to depths of ± 15 to 20 feet. However, the actual depths may be adjusted in the field depending on the subsurface conditions encountered.

The borings will be advanced using a trailer-mounted drill rig and solid stem auger drilling techniques. We anticipate sampling at 2½-foot intervals the full depth of the borings. Disturbed soil samples will be taken with a split-spoon sampler as part of the Standard Penetration Test (SPT). Relatively undisturbed specimens of fine-grained soil may also be obtained with thin-walled Shelby tubes. The soil samples will be retained for possible laboratory testing and observation in our office.

Upon completion of drilling, the boreholes will be backfilled with bentonite chips and cuttings in general accordance with Oregon Water Resources Department (OWRD) requirements. We have assumed the drill cuttings will be hauled from the site. The completed borings will be capped with soil from the cuttings.

Foundation Engineering, Inc. will request a locate of public utilities prior to our field investigation using the One-Call system. We assume the owner will locate any private buried utilities, such as lighting or irrigation lines, in the proposed exploration areas that are not covered by the One-Call locate.

Laboratory and Field Testing

The laboratory testing may include moisture contents, percent fines, and organic content tests on selected samples to classify the foundation soils and evaluate their engineering properties. Field vane tests may be completed on Shelby tube samples to evaluate the shear strength of fine-grained soils. We have assumed that bearing pressures for the new foundations will be relatively low; therefore, we have not budgeted for consolidation testing to complete a more detailed evaluation of settlement.

Engineering Report

We will summarize our findings in an engineering report. The report will include a description of our work, a discussion of the site conditions, the boring logs, and laboratory and field test results. We will also provide allowable bearing pressure, anticipated settlement, passive pressure, coefficient of sliding friction, estimated groundwater level, and other appropriate parameters for the design and construction of the new foundations and for the seismic evaluation.

The site is located within the tsunami inundation zone, and we have assumed that the improvements will not be designed to withstand a large seismic event. Therefore, detailed liquefaction analysis is not planned. No new pavement areas are planned as part of the improvements.

We anticipate the report will address the following:

- ◆ Subsurface conditions at the building site
 - type and consistency of soil layers
 - depth to bearing surface
 - anticipated groundwater level
- ◆ Site preparation
 - removal/mitigation of fill or unsuitable soil
 - subgrade preparation, compaction, and stabilization
 - construction access and wet weather construction (if appropriate)
- ◆ Foundation design and construction
 - allowable bearing pressures
 - settlement
 - seismic Site Class and response spectrum
 - passive resistance and coefficient of sliding
 - minimum footing widths and depths
 - over-excavation beneath foundations and placement of structural fill
 - foundation drainage
- ◆ Slab design
 - modulus of subgrade reaction
 - base rock thickness

ESTIMATED COSTS

Table 1 provides a breakdown of the estimated costs for the proposed scope of work. These costs are based on our normal hourly rates. Please see attached rate sheet.

Table 1. Estimated Costs

| Item | Estimated Costs |
|--|------------------------|
| Coordination and field exploration | \$3,115 |
| Laboratory testing | \$330 |
| Analysis and report preparation | \$4,000 |
| Reimbursable expenses | \$230 |
| Foundation Engineering subtotal | \$7,675 |
| Drilling subcontractor | \$2,100 |
| TOTAL | \$9,775 |

This total represents our best estimate of the project costs. We will notify you immediately following the field work in the event we encounter unanticipated soil conditions that would require modifying our proposed scope of work.

SCHEDULE

We are prepared to begin work immediately upon notification to proceed. Our first task will be to locate utilities and coordinate the field exploration. Scheduling of the drilling will depend on equipment availability and can be completed upon notice to proceed. We expect the subsurface exploration can be completed in one day on site. An additional three weeks will be required for the laboratory testing, engineering analysis, and report preparation. We will provide interim information as it becomes available.

We appreciate the opportunity to submit this proposal and look forward to the possibility of working with you on this project. Please do not hesitate to call if you have any questions regarding the proposed scope of work, estimated costs, or schedule.

Attachment



BILLING RATES AND GENERAL INFORMATION

Effective January 9, 2023

Professional Staff **Hourly Rate**

| | |
|-----------------------------------|-------|
| Principal Engineer ⁽¹⁾ | \$225 |
| Senior Engineer | \$193 |
| Senior Project Engineer | \$165 |
| Senior Geologist | \$165 |
| Project Engineer | \$155 |
| Project Geologist | \$155 |
| Staff Engineer/Geologist | \$130 |
| Clerical | \$85 |

Reimbursable Expenses

| | |
|-------------------------------|---------------|
| Mileage ⁽²⁾ | \$0.655/mile |
| Copies | \$0.30/page |
| Report Binding | \$15/report |
| Subcontractors ⁽⁴⁾ | Cost plus 15% |

Per Diem Rates

| | |
|-----------|-------|
| Half Day | \$30 |
| Full Day | \$70 |
| Overnight | \$180 |

Field Charges ⁽³⁾

| | |
|-------------------------------|----------------|
| Datalogger | \$150/month |
| Dynamic Cone Penetrometer | \$125/day |
| Dynamic Cone Penetrometer | \$7/tip |
| Field Vane | \$20/half-day |
| Field Vane | \$40/day |
| Gas-Powered Auger | \$150/day |
| Inclinometer | \$150/half-day |
| Inclinometer | \$300/day |
| Inspection Camera | \$10/half-day |
| pH Meter | \$25/day |
| Methane or PID Meter | \$200/week |
| Resistivity Meter | \$100/day |
| Sample Storage | \$200/year |
| Shelby Tubes | \$25 each |
| Traffic Control Signs & Cones | \$125/day |
| Water Level Indicator | \$100/project |
| Water Tank Rental | \$60/day |
| Water Transducers | \$125/month |
| Misc. Project Supplies | Cost plus 15% |

Notes:

- ⁽¹⁾ Legal and expert witness consultation by Principal Engineer is billed at an hourly rate of \$275.
- ⁽²⁾ Mileage billed at current ODOT approved rate and may differ from the rate listed above.
- ⁽³⁾ Charges subject to change depending on the project length.
- ⁽⁴⁾ Subcontractors (i.e., drillers, backhoe, flaggers, concrete cutting, etc.) billed at cost plus 15%.

Federal ID: 93-1124584

Oregon Registry No.: 366331-8

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