



CITY OF GEARHART

Staff Report

For City Council Meeting - 10/2/2024

Subject - New Business - Request for Funds - Public Safety Building Geotech Studies

Synopsis: The police and fire station replacement and potential relocation project remain a top priority on the City Council's goals blueprint. With the park location removed from consideration, the City is exploring other options. These include the possibility of expanding the current site due to a potential land acquisition from Pacific Power, as well as relocating across the highway to a comparable site through a proposed land acquisition from the Ordways.

Pending council approval of an architect, the next step will be to begin due diligence so conceptual designs can be developed. Staff is requesting up to \$40,000 from the building reserve fund to conduct geotechnical (geotech) studies at both the current site and the Ordway site. These studies are essential because the fire station will be a critical infrastructure building located in a tsunami and earthquake zone, making it vital to assess the site's geological stability and risks.

A geotechnical study includes services such as a preliminary review of geological information, subsurface explorations, laboratory testing, engineering analyses, and the preparation of a geotechnical report. These results will provide crucial information for the architect (once approved) to develop the most cost-effective design while ensuring the building meets the structural requirements necessary to withstand seismic and tsunami hazards, and to serve the fire and police departments.

Council Options:

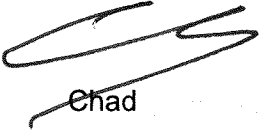
- 1) Allocate up to \$40,000 for public safety building geotech studies;
- 2) Allocate a different amount;
- 3) Take other actions desired by the Council.

Recommendation: Staff recommends Council motion to approve the request for up to \$40,000 to conduct geotech studies at two potential public safety building sites.

Legal Analysis: N/A

Financial Analysis: The Building Reserve Fund currently has \$268,236 but will have \$123,236 remaining if the phase I architect award is also approved. If both the architect and geotech contracts are awarded the reserve fund would have \$83,236 remaining.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be the name 'Chad', written in a cursive style.

Chad

September 17, 2024

City of Gearhart
C/o Ms. Jessie Steiger, P.E., DBIA (she/her)
Project Management
The Klosh Group

RE: Proposal for Preliminary Geotechnical Engineering Services
Proposed Gearhart City Hall Sites
Site 1: 698 Pacific Way, Gearhart, Oregon
Site 2: 3447 Hwy 101, Gearhart, Oregon
Rhino One Proposal Number COG-2024-001

Submitted Via Email: jessie@kloshgroup.com

Dear Ms. Steiger,

Rhino One Geotechnical is pleased to submit this proposal to provide preliminary geotechnical engineering study at the two proposed sites for the future City of Gearhart City Hall. These sites are listed below:

- Site 1: Existing City Hall site at 698 Pacific Way, Gearhart, Oregon
- Site 2: New site at 3447 Hwy 101, Gearhart, Oregon

The purpose of this study is to identify critical geotechnical constraints at the two sites. The critical constraints include geotechnical seismic vulnerability of the two sites which will impact foundation design, ground improvement requirements, and project costs. The items to be studied includes:

- Seismic hazard study including liquefaction, lateral spreading, and global stability issues
- Building support using shallow spread footing, deep foundation, and/or ground stabilization
- Building support under inundated conditions during a tsunami event

The results of this study will be one of the criteria that will be used by the City to make site selection. A detailed geotechnical study will be completed for the selected site. This proposal does not include final geotechnical study for the selected site.

We propose one exploratory boring at each of the two sites. These borings will be approximately 80- to 100-feet deep. Standard penetration testing will be conducted in the drilled borings at 5-foot intervals to the proposed depth of termination. Thin-walled Shelby Tube samples will be attempted if suitable material is encountered. Laboratory tests will be conducted including water content, Atterberg Limits, and Grain Size analyses on selected soil samples recovered from the drilled borings. The data collected will be analyzed and a preliminary geotechnical report will be prepared summarizing our field investigation, geotechnical analysis, and geotechnical and seismic design criteria and constraints. The site-specific seismic study will comply with 2022 OSSC, Sections 1803.3.2 and 1803.7. On-going support to the design team will be provided after the submission of the preliminary geotechnical report to assist in site-selection over the next four months.

SCOPE OF SERVICES

We propose the following specific scope of services for the investigation based on the project description and anticipated subsurface conditions.

- Literature Review and Site Reconnaissance: We will review available geologic maps and borings logs for the project site vicinity. We will complete the geologic reconnaissance at the time of our field exploration.
- Subsurface Exploration: The proposed explorations will consist of one 80- to 100 feet deep boring at each site drilled by a local drilling sub-contractor. Standard penetration tests (ASTM D 1557) will be completed at regular 5-foot intervals to the proposed depth of termination. The borings will be logged, groundwater observed, and representative soil samples collected by one of our representatives.

We have assumed the borings explorations will be accomplished in one mobilization and will be completed in a total of two days for the two sites. The borings will be drilled using a truck mounted drill rig. We have assumed that access will be available to us during the proposed work period. If these assumptions are not correct, then additional costs or delays may be incurred.

- Laboratory Testing: All samples will be returned to our laboratory and classified by the Unified Soil Classification System, Visual-Manual Procedure. Laboratory tests will include natural moisture contents, Atterberg Limit, and sieve analysis on selected soil samples.
- Geotechnical Engineering Studies: Data collected during the subsurface exploration, literature research, and laboratory testing will be analyzed to develop geotechnical design parameters and construction recommendations. An interpreted geological/geotechnical profile beneath the sites will be developed from information collected during the explorations and the testing performed for this study. We will analyze shallow and deep foundations as appropriate for the support of the proposed project in conjunction with the structural engineer. The seismic design criteria will be developed in accordance with 2022 Oregon Structural Specialty Code (OSSC). A site-specific seismic study will also be completed as required by 2022 OSSC. Detailed analysis of seismic parameters, liquefaction, lateral spreading, and global slope stability will be completed.
- Report Preparation: As requested by you, we will prepare a preliminary geotechnical report summarizing our findings. This report will include:
 - Boring logs.
 - Laboratory test results.
 - Groundwater considerations and surface and subsurface drainage requirements.
 - Shallow and/or Deep Foundation types and design parameters
 - Provide recommended seismic design criteria in accordance with OSSC 2022 along with site-specific seismic study. Provide analysis for liquefaction, lateral spreading, and global stability analysis
 - Summary of the site constraints at the two sites along with a critical assessment of advantages and disadvantages at the two sites from geotechnical standpoint.
- Design Support: Provide on-going design support as needed to the design team after the submission of the report. This will include review of earthwork recommendations and other specialty geotechnical requirements for site selection.

COMPENSATION

We propose to perform the scope of services described above on a time and materials basis. A breakdown of our estimated fees is as follows.

Rhino One Costs:

Field Investigation (28 hours at \$110/hour)	\$3,080
Analysis & Report	
Staff Engineer (60 hours at \$110/hour).....	\$6,600
Engineering Geologist (12 hours at \$125/hour).....	\$1,500
CAD (8 hours at \$110/hour).....	\$880
Principal Review and PM (16 hours at \$215/hour)	\$3,440

Subcontractor Fees & Reimbursable

Drilling (Two days, includes 15% markup).....	\$14,500
Laboratory Testing	\$2,500
Reimbursable Expenses (per diem, mileage etc.).....	\$500

Sub - Total (Time & Materials) \$33,000

On-going Design Support

Principal Engineer (32 hours at \$215/hour).....	\$6,880
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Total (Time & Materials) \$39,880

The indicated fee and the terms under which our services are provided will be provided on a time and materials basis in accordance with the attached General Terms and Conditions for Professional Services attached. This fee assumes any modifications to the scope of services described above, will be considered additional work. Any additional work will be billed at the hourly rates indicated on the Schedule of Charges attached.

This compensation estimate is based on previous work experience in the Oregon coast area. If site conditions are out of the ordinary, or if accessibility to the site is restricted, additional costs may be incurred. RhinoOne will inform the client of any such conditions prior to exceeding the proposed fee estimate.

SCHEDULE

We anticipate our services can start immediately upon receipt of a signed copy of this proposal. We have a drill rig scheduled for October 10 and 11 to complete the field work. Our report will be provided within four weeks of completing field work. Data will be provided to the design team as it is developed to keep the project on schedule. An electronic copy of the final stamped report will be provided. We will provide on-going geotechnical support to the team for site selection.

MISCELLANEOUS INFORMATION

Soil samples collected during the investigation will be stored for a minimum of 90 days after the completion of the subsurface exploration; however, storage beyond that date is not guaranteed.

All reasonable efforts will be made not to damage any existing underground utilities, sprinklers, commercial fields, etc. However, our office will not be responsible for the costs of repairs associated with any damage to such improvements.

APPROVAL

Please indicate acceptance of this Agreement by returning a signed copy of this proposal to our office. If you issue another form of authorizing document, please incorporate/attach this proposal. RhinoOne appreciates this opportunity to submit our proposal to you and look forward to your favorable consideration. If you have any questions or wish to further discuss the scope of services or compensation, please contact me at 360.852.6367.

Sincerely,



Rajiv Ali, PE, GE
Managing Principal
RhinoOne Geotechnical
rajiv@rhinooneeng.com

ACCEPTED BY:

Signature

Name (Please Print)

Title

Date

Attachments:

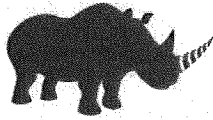
2024 Schedule of Charges

2024 General Terms and Conditions for Professional Services



2024 MASTER RATE SCHEDULE

ENGINEERING LABOR RATES			
Labor Category	Hourly Rate (\$)	Labor Category	Hourly Rate (\$)
Principal Engineer	215.00	Staff Geologist	110.00
Senior Engineer	195.00	Field / Construction Services	105.00
Engineering Geologist	125.00	CAD/Microstation Design	110.00
Project Engineer	140.00	Project Administrator	95.00
Staff Engineer II	120.00	Writer / Editor	90.00
Staff Engineer I	110.00	Clerical	80.00
Personnel will charge time at 125% of regular hourly rates for time exceeding 8 hours a day or on weekends. On holidays, the charges will be 150% of regular hourly rates. Court and arbitration time will be charged at two times the regular hourly rate.			
LABORATORY TESTING RATES(\$)			
Particle Size Analysis (fine, P200)	70	Atterberg Limits (ASTM D4318)	\$165
Particle/Grain Size Analysis (fine & coarse under 2")	175	Soil pH (ASTM 651)	Quote
Moisture/Density Relationship (proctor)	Quote	Soil Resistivity	Quote
Moisture Content	22	Hydrometer Analysis	Quote
Sample Preparation (per hour)	80	Moisture/Density Relationship (proctor – oversize material).	Quote
Organic Content	Quote	Unconfined Compression	Quote
		Chemical Testing	Quote
For other tests not listed above like Direct Shear (1-point or 3-point), Consolidation, Permeability (falling head or triaxial), Swell (each point), Resilient Modulus (in-situ or remolded + proctor + prep) - Call for rates			
DIRECT EXPENSES		EQUIPMENT CHARGES	
Mileage	IRS Rate	Dynamic Cone Penetrometer	\$100/day
Truck (full day)	\$125.00	Hand Auger	50/day
Field Supplies	35/day	Water Level Indicator	35/day
Outside subcontracted services like drill rig, CPT, coring etc. will be charged with a markup of 15%.			



GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These General Terms and Conditions for Professional Services are a part of RhinoOne' letter proposal outlining specific scope of services. Hereafter the Proposal once signed by both RhinoOne and Client (together the "Parties") and these Terms and Conditions shall be read and interpreted together and referred to together as the "Agreement" between the Parties. If there are any inconsistencies between language in the Proposal and in these Terms and Conditions, the language of these Terms and Conditions shall prevail.

The purpose of these Terms and Conditions is to identify basic contractual obligations of RhinoOne and Client under the Agreement for various professional consulting services, whereby RhinoOne would be acting in the role of Consultant/Owner Representative for Client. Individual projects may require additional detailed descriptions of services and associated Terms and Conditions, to be provided in a subsequent RhinoOne Proposal or as a supplement to the Agreement.

1. RIGHT OF ENTRY: Unless otherwise agreed, the Client will furnish RhinoOne right-of-entry on real property and be responsible for the propriety of the time, place, and manner of RhinoOne' entry upon the real property and any buildings or structures where RhinoOne is to perform its services ("Property"). RhinoOne will take reasonable precautions to minimize damage to the Property from use of equipment, but RhinoOne has not included in the fee the cost of restoration of the Property, unless specifically included in the Proposal. If the Client desires RhinoOne to restore the Property to its approximate former condition, RhinoOne will attempt to accomplish this in a reasonable manner and add the cost plus 15 percent to its fee.

2. BURIED UTILITIES: RhinoOne field personnel are trained to initiate field testing, drilling and/or sampling within a reasonable distance of each designated utility location. RhinoOne field personnel will avoid hazards or utilities that are observed by them at the site. If RhinoOne is advised in writing of the presence or potential presence of underground or aboveground obstructions, such as utilities, RhinoOne will give special instructions to its field personnel. RhinoOne is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions owned by client or third parties. The Client will hold RhinoOne and RhinoOne' subcontractors harmless from any loss resulting from inaccuracy of markings, of plans, or lack of plans, relating to the location of utilities. Note: Utility locates typically require two full working days advance notice.

3. WORKER'S COMPENSATION INSURANCE AND LIABILITY INSURANCE: RhinoOne will provide Worker's Compensation insurance (and/or Employer's Liability insurance) as required by state statutes. RhinoOne carries Comprehensive General Liability insurance which, subject to its terms and limits, may provide protection against liability relating to bodily injury or property damage arising out of RhinoOne operations. RhinoOne makes no representations or warranties concerning the effect, applicability or scope of such insurance. Upon request in writing by Client to RhinoOne, RhinoOne will request its insurer to name Client as an additional insured on such policies and to issue certificates to Client to that effect. RhinoOne makes no representations or warranties regarding any act by its insurer(s) and shall not be responsible for performing any act with respect to such insurance not specifically called for by this paragraph.

4. PROFESSIONAL LIABILITY AND LIMITATION THEREOF: This paragraph relates only to Professional Liability and not General Liability. In performing its professional services, RhinoOne will use that standard of care and skill ordinarily recognized under similar circumstances by members of its profession in the state and region at the time the services are performed. No other warranty, either expressed or implied, is made in connection with its rendering of professional services.

5. CONTRACTED WORK: RhinoOne, including its subconsultants and subcontractors, is retained hereunder for the limited purpose of performing certain services, providing the results of such work to Client, and making recommendations with respect to the data produced by the work. RhinoOne is not

responsible for the health and safety of Client's personnel or other persons present on the Property to be investigated or constructed. RhinoOne is not responsible (a) for the overall status of Client's project, (b) for the property Client owns or leases or may be interested in purchasing or leasing, (c) for the interpretation of the RhinoOne report, design drawings or results by others, (d) for any use of RhinoOne reports by Client or others except as specifically set forth herein, or (e) for any other matter not encompassed in the specific scope of work in this Agreement agreed to by RhinoOne and Client. Any unauthorized use or distribution of RhinoOne work shall be at the Client and recipient's sole risk. If Client desires to release, or for RhinoOne to provide, RhinoOne report(s) to a third party not a party to this Agreement for that party's reliance, RhinoOne will agree to such a release provided RhinoOne receives written acceptance from such third party to be bound by terms and conditions similar to those set forth in this Agreement, in addition to a fee for providing RhinoOne reports to a new party. The Client shall indemnify, defend and hold harmless RhinoOne and its subconsultants and subcontractors from any claims, damages, costs, losses and expenses, including but not limited to attorney fees and costs of arbitrations, mediations, trials, or appeals arising out of unauthorized or third party use of RhinoOne reports.

6. RETENTION OF RECORDS AND SAMPLES: RhinoOne has a Records Retention policy (available upon request). All samples will be discarded 30 days after submission of RhinoOne final report unless other arrangements are made.

7. PAYMENTS TO CONSULTANT: Invoices will be submitted periodically for prior services. An account will become delinquent 30 days after date of billing. It is agreed that a late charge will be added to delinquent accounts at the rate of one-and-one-half percent (1-1/2%) for each thirty days delinquent (provided the rate of such late charge shall not exceed the maximum allowable by the laws of the state in which the RhinoOne office submitting the invoice is located).

8. RATE SCHEDULE: Fees for services are based on the number of hours expended on the project, including travel, by RhinoOne personnel plus any reimbursable expenses. RhinoOne hourly rates will be billed as stated in its proposal or at its current hourly rates (available upon request).

9. REIMBURSABLE EXPENSES:

A. Outside Services. Subcontracted services such as those subconsultants and subcontractors, labor, and technical services will be invoiced at cost plus 15 percent. Examples of services that may be subcontracted include other professional disciplines, soil boring, well installation, heavy and specialty equipment operators, geophysical surveys, commercial data base search providers, and computer programming.

B. Supplies and Equipment. Charges for items not ordinarily furnished by RhinoOne such as expendable equipment, rental equipment, subsistence, travel expenses, tolls, special fees, reproduction, permits, licenses, priority mail fees, and long distance and wireless telephone calls will be invoiced at cost plus 10%. Certain RhinoOne -owned equipment (for sampling, testing, personal protective equipment, vehicle mileage, photocopying, etc.) may be required to complete the project. These will be invoiced at RHINOONE' standard rates without markup (rates available upon request).

C. Laboratory. RhinoOne utilizes both in-house and outside laboratories for sample analysis. RhinoOne maintains a list of standard rates for sample analyses commonly utilized in conjunction with RhinoOne services (available upon request).

10. OTHER PROVISIONS: Neither party shall hold the other responsible for delay in performance caused by acts of God, strikes, lockouts, weather, accidents or other events beyond the control of the other or the other's employees and agents. Waiver by one party of any provision, term, condition or covenant owed to it by the other party is to be made only by providing written notice to the other party and such waiver shall not be construed by the first party as a waiver of a subsequent breach of the same provision, term, condition or covenant by the other party. This Agreement supersedes any contract language which may be issued by Client as a matter of standard purchasing protocol without regard to the unique nature of professional services to be rendered by RhinoOne.

An opinion of construction, remediation and restoration costs prepared by RhinoOne represents its judgment as a professional. Since RhinoOne has no control over the cost of labor and material, or over competitive bidding or market conditions, RhinoOne does not guarantee the accuracy of its opinion as compared to contractor bids of actual cost to the Client.

It is understood and agreed by both parties that RhinoOne, in performing professional services for the Client with respect to hazardous or microbial substances, will make recommendations to the Client but does not have the authority or responsibility to decide where disposal or treatment of such substances takes place, nor to designate how or by whom the hazardous or microbial substances are to be transported for disposal or treatment. It is understood that RhinoOne is not the generator or site operator and does not own nor is it the arranger for disposal of the hazardous waste or other materials discovered, handled or removed from the Property. To the extent required by law, Client agrees to provide timely disclosure to appropriate public agencies of any information regarding the Property (obtained from RhinoOne or from other sources) where such disclosure may be necessary to prevent damage to human health, safety, or the environment.

Client agrees that RhinoOne and its subconsultants and subcontractors are not responsible for the creation of the condition(s) RhinoOne is being asked to investigate and that it would be unfair for RhinoOne to be exposed to claims of injury or damage as a result of the conditions. In addition, Client understands that it is possible that exploration and investigation may fail to reveal the presence, location or source of the condition(s) being investigated even when the condition(s) is assumed or expected to exist. Client understands that RhinoOne failure to discover and/or locate the condition(s) or the spread of the condition(s) through appropriate techniques does not guarantee that the condition(s) does or does not exist. Client agrees that it would be unfair to hold RhinoOne liable for creating the condition(s) or the spread of the condition(s) providing RhinoOne meets a reasonable standard of care in completing the work set out in the RhinoOne Proposal.

Accordingly, Client waives any claims against RhinoOne and its subconsultants and subcontractors, and agrees to defend, indemnify and hold harmless RhinoOne and its subconsultants and subcontractors from any and all claims or liability for injury to person or property or loss arising from the creation of the condition(s) or the unintentional exacerbation of the condition(s) by RhinoOne, the exacerbation of hazardous conditions by others, the discovery of any condition, location of any condition and/or allowing any condition to exist. Client also agrees to fairly compensate RhinoOne and its subconsultants and subcontractors for any time spent and expenses incurred in the defense of any such claim. Notwithstanding any provisions in the Agreement to the contrary, RhinoOne liability for all acts and omissions related to its provision of services to Client under the terms of this Agreement shall be limited to the amount of RhinoOne insurance and in no circumstances shall such liability of RhinoOne include special or consequential damages.

RhinoOne does not provide legal opinions, and recommends client seek legal counsel for advice on issues such as the appropriateness of a particular scope of work to minimize legal liability, reportability of a condition to a public agency, potential cost recovery from responsible parties, and to assess the value of maintaining attorney/client privilege for work conducted under this Agreement.

In the event there is a dispute between RhinoOne and the Client concerning the performance of any provision in this Agreement, the losing party shall pay the prevailing party reasonable attorney's fees and costs in mediation, arbitration, trial or appeal. In addition, Client agrees to pay RhinoOne for all employee time, costs, and witness costs incurred for collection activity. This Agreement can be terminated at any time by either party. If terminated prior to the completion of a scope of work, RhinoOne shall be entitled to its portion of fees for any work performed in accordance with its current rate schedule.