

**RESOLUTION NO. 1477
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION APPROVING A PERSONAL SERVICES AGREEMENT WITH DOWL, LLC. TO
PROVIDE PERSONAL SERVICES FOR ENGINEERING SERVICES REGARDING CONSTRUCTION
DOCUMENT AND PERMITTING SERVICES**

Whereas, the City of Prineville (“City”) requires engineering services to assist with preparing all construction documents and assisting with permitting for Combs Flat Road and Peters Road extensions.

Whereas, City’s Council serves as the Local Contract Review Board for the City and pursuant to City Resolution 1266 Section 8(C), may award personal services contracts according to specific criteria that are applicable to the services provided.

Whereas, Engineering services are considered personal services pursuant to City Resolution 1266.

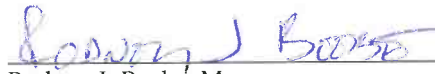
Whereas, DOWL, LLC, has provided the attached material marked as Exhibit A and incorporated herein.

Whereas, City Council finds that DOWL, LLC, meets the following applicable criteria as set out in City Resolution 1266, Section 8(C): (1) total costs to the City for delivery of services; (2) expertise of the contractor in the required area of specialty; (3) references regarding prior work done by the Contractor; (4) capacity and capability to perform the work, including any specialized services within the time limitations for the work; (5) educational and professional records; (6) availability to perform the assignment and familiarity with the area in which the specific work is located; (7) timeliness of delivery of service; (8) experience in working with the City; and (9) knowledge of City’s needs and desires related to the contract.

Now, Therefore, the City of Prineville Resolves as follows:

1. That the City Council, serving in its role as the Local Contract Review Board for the City, hereby approves the City entering into a personal services contract with DOWL, LLC, to provide engineering services for the Combs Flat Road-Peters Road Extension – Segment 1A and authorizes the City Manager to execute, on behalf of the City, such contract and any other related documents.

Approved by the City Council this 23rd day of March, 2021.



Rodney J. Beebe, Mayor

ATTEST:



Lisa Morgan, City Recorder



February 19, 2021

Mr. Eric Klann, PE
City Engineer
City of Prineville
387 NE Third Street
Prineville, OR 97754
(541) 447-2357

**Subject: Professional Services Proposal
Combs Flat Road-Peters Road Extension – Segment 1A
Construction Document and Permitting Services
Prineville, Oregon**

Dear Eric:

Thank you for the opportunity to submit this professional services proposal to assist with preparing 100% Construction Documents and assisting with Permitting for the Combs Flat Road and Peters Road extensions. Our services will expand upon the Combs Flat Road – Peters Road preliminary design efforts completed in 2020. We appreciate the opportunity to continue work on this project with you and the Prineville staff again.

The goal is to develop Construction Documents and apply for necessary permits to allow the City to construct the roadway improvements from the northerly terminus of Combs Flat Road (at Barnes Butte Elementary) northwesterly to connect to the existing Peters Road at Yellowpine Road (Segment 1A). The future goal is to continue the roadway corridor west, following Peters Road and crossing Main Street, to connect at the N. Garner Road intersection with NW Lamonta Road. The Segment 1A portion will complete the section across City property.

Ochoco Irrigation District (OID) also intends to upgrade the existing Barnes Butte Pumping Plant, distribution pipe, siphon, and open canal system. Our designs will be assisted by Kevin Crew, Black Rock Consulting, to include a portion of this upgrade project. Kevin will be responsible for hydraulic designs of the irrigation system and piping specifications (size, material, fittings, bury depth, etc.).

SCOPE OF PROFESSIONAL SERVICES

This proposal is based upon our preparation of the prior planning efforts, our on-going discussions, and our understanding of the City needs. The following Scope of Professional Services is provided for your review and confirmation. Please review the following Scope of Services to ensure that they meet your exact expectations. The scope can easily be modified to meet specific requirements.

TASK 1 SURVEY

Objectives:

The DOWL team shall provide all surveying and mapping needs for the Project along the Combs Flat Road-Peters Road extension corridor as defined as Segment 1. DOWL has established a Horizontal and Vertical Control network and completed topographic surveying. Monument Recovery, Right of Way Resolution and other survey related tasks are outlined below.

1.1 Monument Recovery (additional field work)

Provide labor, equipment, and materials to perform a search of survey records on file with Crook County to perpetuate the location of monuments that may be disturbed or destroyed during a future construction

project, as required by statute. Research deeds and surveys of record, including but not necessarily limited to property surveys, county road surveys, original county road resolutions, and section corner surveys.

Deliverables and Schedule:

- The work to find and tie existing survey monuments was completed with the Segment 1 Final Design task. Additional field work may be needed for calculation of intersecting property lines of record and will be incorporated into the deliverables listed in Task 1.2 and 1.3.

1.2 Monument Recovery Survey

Survey monuments of record, property line fences and other lines of occupation. Survey the Public Land Survey System ("PLSS") corners as needed for the Project to create ROW descriptions and the filing of the survey. Calculate intersecting property lines on the Base Map using angular relationships from surveys, deeds and assessor's maps to represent record property lines. Calculate areas for right of way acquisition and prepare a Horizontal Control, Monument Recovery and Retracement Survey file with the Crook County Surveyor's office.

Deliverables and Schedule:

- File a Horizontal Control, Monument Recovery and Retracement Survey with the Crook County Surveyor's Office within twelve (12) weeks of NTP.

1.3 ROW Research, Mapping and Descriptions

Identify and prepare legal descriptions and exhibit maps for up to six (6) parcels for fee acquisition and/or easements for the Project. Obtain Preliminary Title Reports for up to six (6) parcels.

Deliverables and Schedule:

- Electronic and hard copy (8½" x 11") legal ROW descriptions and ROW exhibit maps to the Client for up to six (6) parcels total within two (2) weeks of receiving electronic copies of any Preliminary Title Reports.

1.4 Staking for Acquisition Viewing

Provide staking for up to six (6) ROW files for acquisition viewing. Two (2) staking(s) per acquisition are anticipated.

Deliverables and Schedule:

- Provide field book notes and electronic data points due within seven (7) business days of request from the Client.

TASK 2 ENVIRONMENTAL SERVICES

Consultant shall complete necessary field and literature investigations to provide the City environmental documentation and permits as detailed in this task. Consultant shall complete the following environmental investigations, documentation, and permits for this Project, unless marked as a CONTINGENCY TASK, which Consultant shall complete only following City and Consultant's written agreement on cost and receipt of NTP from City.

City is responsible for obtaining all Rights-of Entry ("ROE"). Consultant shall not conduct any fieldwork outside of City right-of-way and/or property until all ROEs for private property have been obtained and are in field staff's possession. City is responsible for all permit and environmental approval related fees. Consultant will not assess any impacts to the irrigation ditch, all permitting and environmental clearances for the irrigation canal will be addressed by others.

2.1 Agency Coordination, Accumulation, and Review of Information

Consultant shall obtain and review existing environmental information related to the Project site. Consultant shall coordinate with City and Project Team to begin environmental tasks, verify schedule, and estimate impacts. Consultant shall verify that assumptions made in this SOW are valid.

Consultant shall coordinate, communicate, and maintain liaison with resource and regulatory agencies that need to be engaged during the development of this Project. The regulatory and resource agency stakeholders for this Project are likely to include DSL, USACE, NMFS, USFWS, ODFW and DEQ. Liaison with these agencies will be focused around identifying each agency's permitting and environmental approval process, documenting their concerns, keeping them informed of Project design progress, and verifying how their concerns will be addressed. Effort under this task also includes providing them with pre-submittal requested information outside of what is submitted with the deliverables under Tasks 2.2 through 2.6.

Coordination with resource and regulatory agencies, project team, and City is not expected to exceed two (2) hours per month for up to 8 months. No in person meetings are expected. Virtual meetings are not expected to exceed 2 hours for DSL, 2 hours for USACE, and 1 hour each for DEQ, NMFS, USFWS, and ODFW.

Deliverables and Schedule:

- Copies of coordination emails and meeting notes available upon request

2.2 ODFW Coordination for Oregon Fish Passage Law

If the Project area is within current or historic Native Migratory Fish habitat and if a fish passage trigger identified in the law (OAR 635-412-0005(9)(d)) will occur, then the Project must address fish passage. Consultant shall determine whether the proposed Project must address the Oregon Fish Passage Law.

Consultant shall:

- Contact ODFW district fish biologist by phone and email to discuss project impacts.
- Provide ODFW with project information on impacts to the waterways, the proposed impacts, location of impacts, and construction details so that ODFW has the information they need to determine if they will require Oregon Fish Passage requirements on the project.
- Request ODFW provide written determination whether fish passage compliance will be required on the project or not.

If ODFW determines Oregon Fish Passage Law is not triggered by the project, no further ODFW fish passage effort is required. If ODFW determines that Oregon Fish Passage Law is triggered by this project, Contingency Task 3.4 Fish Passage Plan will be released, and the project will need to be designed to meet ODFW fish passage criteria.

Deliverables and Schedule:

- Copies of email and ODFW coordination documentation upon request.
- Copy of fish passage determination from ODFW to City within one week of receipt from ODFW.

2.3 Wetland/Waters of the U.S./State Delineation Update

It is Consultant's understanding that the project area has been delineated previously but may not be officially accepted. Therefore, the project area will need to be reassessed to verify the previous delineation is still accurate. To verify previously delineated sites are still accurate, DSL requires wetland delineation field work, data collection, and an updated report or report addenda.

Consultant shall conduct the required field work, collect the necessary data and information, and prepare an updated, abbreviated wetland delineation report for submittal to DSL and USACE. Because the area has been delineated previously, it is expected that the reporting can be abbreviated, and a full delineation report will not be required by DSL.

Consultant shall obtain the previous delineation data and delineation report, compare it to information collected during our field work, and prepare a delineation addendum for submittal to DSL and USACE. Addenda shall include updated mapping and figures to show the wetland boundary, data sheets, descriptions, and discussions/descriptions on the wetland boundaries and if they are different than previously delineated.

Consultant shall prepare appropriate graphics to accompany the wetland delineation verification memorandum to DSL and USACE. This shall include a site location map, tax lot map, National Wetland Inventory or Local Wetland Inventory map (if available), soil survey map, and aerial overlay map. Consultant's Wetland addenda must also include wetland delineation boundary mapping (figures) as finalized by Consultant and as per the requirements of DSL, and a color photographic record depicting existing conditions.

Consultant shall also complete the appropriate DSL cover page for submitting the Wetland Delineation Report to for review and approval. No site visit with DSL or the USACE is anticipated. Consultant shall submit the wetland report to DSL and USACE for review and approval. All fees shall be paid by City.

Deliverables and Schedule:

- Draft and final Wetland Delineation Verification report.
- Submit wetland verification report to DSL and USACE.

2.4 Wetland Functional Assessment Report

Consultant shall prepare a Wetland Functional Assessment Report if wetland impacts are unavoidable. The report shall be submitted as a component of the Joint Permit Application to both USACE and DSL.

Consultant shall calculate wetland impact areas by wetland type, including permanent and temporary impacts, based on the wetland survey and Project design. If the impacted wetlands are classified under the Hydrogeomorphic ("HGM") classification as riverine impounding wetlands or are within the slopes/flats subclass, the assessment shall be conducted in accordance with the methodologies outlined in the appropriate guidebook for HGM-based assessments. All other wetlands will be assessed using the methodologies outlined in the Oregon Rapid Wetland Assessment Protocol ("ORWAP"). The Best Professional Judgment method ("BPJ") may be used if impacts to wetlands do not exceed 0.2 acre.

Consultant shall prepare a standalone Functional Assessment Report that includes, at minimum, the following information:

- A description of the impacted wetlands, including the HGM and Cowardin classifications.
- A discussion of the proposed Assessment Unit for each wetland.
- A summary table depicting the results of the HGM or ORWAP assessment.
- A discussion of each assessed function, including rationale for the resulting scores.

- A wetland values assessment for each impacted wetland.
- A discussion of the anticipated functions and values impacts, and the appropriate means by which to mitigate for those impacts.
- A copy of all prepared data sheets for the HGM or ORWAP assessment.

Deliverables and Schedule:

- Draft and final Wetland Functional Assessment Report.
- Submit Wetland Functional Assessment Report to DSL and USACE with Joint Permit Application submittal.

2.5 USACE/DSL Joint Permit Application and DEQ Section 401 Certification

Consultant shall prepare a complete JPA meeting all the applicable requirements of the most recent version of the Oregon Department of State Lands Removal-Fill Guide and USACE permit application standards. Consultant shall submit the JPA and Stormwater Management Plan to the Oregon Department of Environmental Quality (DEQ) to obtain Section 401 Water Quality Certification.

It is assumed that the City will select the preferred design for the Project prior to the preparation of the JPA.

Consultant shall:

- Prepare JPA for a USACE Section 404 Nationwide Permit and a DSL General Permit or General Authorization to authorize work within the jurisdictional waters and any wetlands found in the Project area. An individual permit from these agencies is not anticipated to be required.
- Provide pre submittal meeting and coordination with DEQ to inform them of the Project and verify requirements and documentation necessary to apply for Section 401 Water Quality Certification.
- Provide pre-submittal coordination with representatives of the USACE and DSL to confirm permitting requirements and application procedures. Pre-submittal coordination shall be conducted by phone and email, no pre-submittal site visit will be required.
- Verify that features and impacts are correctly identified for the permit application.
- Prepare all JPA required drawings, maps, photographs, and site descriptions, required by DSL or the USACE for inclusion in the JPA. It is assumed that the City will provide background information on alternatives considered to help populate the "alternatives" section of the JPA.
- Prepare narratives and descriptions on Project purpose and need and Project alternatives using Project development information provided by City as necessary to complete the JPA.
- Respond to questions or comments raised by the USACE and DSL following the submission of the JPA. This task may include correspondence and clarification of the JPA in the form of telephone calls, letters, or e-mails, to clarify regulatory Agency concerns and to facilitate the issuance of the USACE and DSL permits for this Project. No regulatory Agency site visit or in person meetings will be required. Post submittal coordination and responding to post submittal information requests is not expected to exceed 8 hours of Consultant's time.
- Submit the complete JPA package to the DSL and USACE on behalf of the City. City is responsible for all fees.
- Submit to DEQ a copy of the complete Joint Permit Application, Stormwater Management Plan, and provide a transmittal letter to DEQ requesting Section 401 Water Quality Certification for the Project. Stormwater management plan is being developed under a separate task.
- All required wetland and/or waters mitigation will be satisfied with Payment-to-Provide or purchase of mitigation bank credits. On-site or off-site compensatory wetland/waters mitigation coordination, planning and design will not be required.
- City will be responsible for obtaining Land Use Planning Signature on the JPA. City will be responsible for payment of any associated fees for DSL, USACE, and DEQ to review and

approve the submittals. City will prepare and submit all necessary land use permits and will have all land use permits under review at the Planning Department at the time of JPA submittal.

Deliverables and Schedule:

- Draft and final JPA package
- Submit JPA package to USACE and DSL for review and approval.
- Submit JPA package and Stormwater Management Plan to DEQ for CWA Section 401 certification review and approval.

2.6 Cultural Resources Baseline Report

The purpose of this task is for the Consultant to conduct archival and background research in combination with field reconnaissance to determine the presence or absence of high probability landforms or archaeological sites within the Area of Potential Effect ("APE") and to make recommendations for further archaeological review.

Consultant shall conduct a Literature Review for the APE, and include a description of the APE, detailed historic context and ethno-historic information, methodology, recommendations for future work, detailed bibliography, maps, and photos.

Consultant shall examine the following data bases and/or documents:

- the State Historic Preservation Office ("SHPO") database in Salem, OR;
- General Land Office ("GLO") maps;
- Sanborn Fire Insurance maps;
- other records archives (i.e. historical societies; tribal archives) for known/potential prehistoric and historic archaeological resources within a one-mile radius of the APE.

Field Reconnaissance will be limited to pedestrian survey. Consultant shall conduct pedestrian survey within the APE and will include areas where ground will be disturbed by Project construction including temporary access roads, as well as staging areas, material sources, disposal sites, detours, etc.

Pedestrian survey methods will include transects with a maximum spacing of 20 meters and may vary depending on terrain features and/or ground visibility. Consultant shall determine transect spacing based on professional judgment to ensure that all probable site locations are discovered. All cultural resources observable on the surface and in exposed subsurface profiles will be identified and recorded. Field Reconnaissance will enable Consultant to identify areas of high and low probability for archaeological resources and to determine if a recommendation for subsurface exploratory probing is required.

Consultant shall prepare a Baseline Report that will contain the following:

- A completed Oregon SHPO Report Cover Page
- A purpose statement and full Project description including:
 1. Location and legal description
 2. General environmental description
 3. Historic context
 4. Proposed construction activities
 5. Defined APE and APE map
 6. Total acreage of impact
- Results of SHPO database search including:

1. Brief summary of previous archaeological research completed within one mile of APE
 2. Brief summary of recorded archaeological features within one mile of APE; include eligibility discussion if available.
- Results of GLO and Sanborn map review including:
 1. Brief summary of features (trails, buildings, etc.) depicted on maps and within APE; include eligibility discussion if available.
 - Description of pedestrian survey methods including date of survey, types of transects used, and names and duties of personnel conducting the survey
 - Findings of pedestrian survey including ground conditions (percent visibility) and difficulties encountered if any
 - Identification of areas of high and low probability for archaeological resources within APE
 - Recommendations for appropriate level of additional survey and/or subsurface exploratory probing if any
 - Site and isolate forms for newly discovered archaeological sites and isolates. Consultant shall also complete the SHPO online site form.
 - Photographs of historic resources that are 45 years old or older;
 - Descriptions of historic resources that are 45 years old or older, including a discussion of each potential NRHP eligibility (A-D); and
 - Map that identifies the location of each potential historic resource within the APE
 - List of references cited
 - Location map at 1:24,000 scale; aerial image (Google map acceptable) showing APE; and representative digital images of current conditions within APE

It is assumed that:

- If project funding comes from ODOT/FHWA, additional costs may be required to ensure compliance with ODOT's historic preservation professional qualifications.
- Archaeological and historic resources will be investigated simultaneously.
- All structures will be examined from the ROW and no permissions will be required for entry to private property.
- Survey will be limited to surface and built environment. Should subsurface exploratory probing be recommended, an amendment will be required.
- No more than 5 archaeological site forms or updates to site forms will be required.
- No more than 6 historic building inventory forms will be required.
- No Determinations of Eligibility or Findings of Effect will be completed under this task.

Deliverables and Schedule:

- One electronic copy (in WORD format) of the Draft Baseline Report to City for review per Task 1 Project Design Schedule.
- One electronic copy (in Word and PDF format) of the Final Baseline Report to City 2 weeks following receipt of draft review comments.
- Submit Final Archaeological Baseline report to SHPO for review and approval.

TASK 3 CONTINGENCY ENVIRONMENTAL SERVICES

3.1. Coordinate and Communicate with Federal Funding Agency

If federal funds from FHWA (administered through ODOT) become available for this project, release of this contingency task will be required to provide info to ODOT/FHWA and coordinate/communicate with them.

Consultant shall communicate and coordinate with ODOT and FHWA. It is expected that up to 28 hours of consultant time will be needed to provide ODOT/FHWA project updates, answer questions, respond to information requests, and discuss requirements for NEPA compliance. It is assumed that ODOT will complete all NEPA compliance documentation, Consultant is only responsible for providing task/resource specific documentation outlined in this scope of work. It is assumed that ODOT/FHWA will work directly with the Irrigation District for the info needed for everything associated with the irrigation ditch work.

Deliverables and Schedule:

- Copies of coordination emails and meeting notes available on request

3.2. Endangered Species Act (ESA) No Effect Memorandum

No ESA listed species or critical habitat is expected to be present within or near the project area and the adjacent waterways are not expected to contain ESA listed fish species. It is assumed that the USACE will determine that the project area is not within Essential Fish Habitat. Therefore, it is assumed that the USACE will accept an ESA No Effect Memo as ESA compliance documentation and an individual Biological Assessment and SLOPES Compliance will not be required. It is unknown at this time if the USACE will require an ESA No Effect Memo, so this task is contingency unless USACE requires the project must provide a No Effect Memo for ESA documentation.

Consultant shall:

- Conduct 1 field survey of the project area to assess the project area for the presence/absence of Federally listed ESA species and/or their critical habitat. No ESA listed species or habitat is expected to be present.
- Conduct Oregon Department of Agriculture (“ODA”), Oregon Department of Fish and Wildlife (“ODFW”), National Marine Fisheries Service (“NMFS”), and U.S. Fish and Wildlife Service (“USFWS”) database searches to acquire ESA information for the Project area.
- Contact the Oregon Biodiversity Information Center (“ORBIC”) to obtain data regarding listed threatened and endangered species as well as those proposed for listing under the federal and state ESA that may occur within the API. Consultant shall determine if Federally-listed species and their habitat will be affected by the Project.
- Make ESA effects determinations following the analysis of gathered ESA information.
- Coordinate with design staff, regulatory agencies, and City to develop appropriate measures (i.e., construction special provisions) to avoid impacting listed species proposed for coverage in the NE Memo if avoidance measures are necessary to obtain the No Effect determination.
- Prepare a No Effect Memo for the Project area using the most recent ODOT provided form;
- Notify City immediately if Consultant or USACE determines that an ESA determination of No Effect is not appropriate. If USACE determines there could be an effect to ESA listed species, their habitat, or Essential Fish Habitat, an amendment will be required to develop a biological assessment and/or SLOPES compliance documentation.

Deliverables and Schedule:

- One draft and final ESA No Effect Memorandum

3.3. ESA Programmatic Documentation (FAHP or SLOPES)

Consultant shall coordinate and document compliance with the federal ESA for NMFS trust species using the FAHP or SLOPES Programmatic (ESA Programmatic) if ODOT/FHWA become involved in the project or if the USACE determines an ESA No Effect Memorandum is not appropriate for potential impacts to NMFS trust species and/or their habitat.

Consultant shall:

- Facilitate early coordination with NMFS and USACE once it is determined ESA Programmatic documentation will be required.
- Contact via phone or email ODFW and NMFS for additional site-specific information on ESA species.
- Review all ESA information provided or obtained.
- Facilitate and attend 1 site visit with the USACE or ODOT NMFS Liaison to discuss Project impacts, applicable Programmatic standards, and possible modifications to the Project to meet Programmatic standards; Consultant shall prepare site visit meeting notes that include topics discussed and recommendations.
- Prepare and submit all required FAHP forms or SLOPES compliance documentation.

FAHP will be prepared if ODOT becomes involved in the project or SLOPES Compliance Report will be prepared if USACE remains the lead federal agency. This task does not include preparation of both documents.

Deliverables and Schedule:

- Draft and final ESA Programmatic site visit meeting notes.
- Draft and final ESA Programmatic documentation.
- Submit ESA Programmatic documentation to ODOT or USACE.

3.4. ODFW Fish Passage Plan

Consultant shall prepare 1 ODFW Fish Passage Plan.

Consultant shall:

- Determine and document Hydraulic Design fish passage criteria in the Fish Passage Plan.
- Prepare 1 draft fish passage plan in ODFW's form format.
- Submit final fish passage plan to ODFW for review and concurrence; also submit plan to DSL.

Deliverables and Schedule:

- One draft and final ODFW Fish Passage Plan.
- Submit final fish passage plan to ODFW and DSL.

3.5. Stream Functional Assessment

Consultant shall complete a Stream Functional Assessment if impacts to non-wetland waters are unavoidable. The assessment shall be function-based per the current DSL requirements outlined in the Stream Functional Assessment Methodology. This will include one day of field work and an assessment of the current hydrologic, geomorphic, biological, and chemical and nutrient functions and values provided by all on-site non-wetland waters that will be impacted. The assessment should be subjective and qualitative, and should include a discussion of the anticipated changes in stream function and value post-construction to determine if a net gain, net loss, or no net change in the assessed functions and values will occur as a result of the Project. The results of the assessment should be included in the Joint Permit Application document prepared under Task 3.10.

Deliverables and Schedule:

- Draft and final Stream Functional Assessment report.

- Final Stream Functional Assessment report to DSL and USACE with Joint Permit Application submittal.

TASK 4 UTILITY COORDINATION

4.1 Initial Individual Utility and Private Development Coordination Meetings

Meet individually with each utility purveyor to discuss project objectives, impacted facilities, obtain existing utility mapping, identify contacts for project duration, relocation time frames and requirements, disruptions of service, and potential facility upgrades/expansion.

Meet with adjacent developable properties to review development plans and utility needs. Review any preliminary designs and incorporate as necessary, with City utility approvals.

The following utilities are anticipated to have facilities within the project limits:

- Cascade Natural Gas
- Century Link
- City of Prineville – Sanitary Sewer
- City of Prineville – Water
- Pacific Power
- Crestview Cable
- LS Network
- Adjacent Developers

For estimating purposes, it is assumed that up to two (2) team staff shall attend up to ten (10) meetings, each no more than one (1) hour in length.

Deliverables and Schedule:

- Attend and conduct meeting with utility or developer.
- Draft summary notes (including action item/decision log) within five (5) business days of meeting (provided as an electronic copy).
- Maintain a franchise utility communication log to document all communications utilizing either the anticipated SharePoint site or through a shared access filing system agreed upon by the team.

4.2 Review Franchise Utility Agreements

Obtain franchise utility agreements from the City. Review agreements for relocation requirements and cost responsibility

For estimating purposes, it is assumed that one (1) team staff will review up to five (5) agreements, each no more than two (2) hours in length.

4.3 Conflict Analysis

Review preliminary survey mapping for consistency with franchise utility mapping and identify conflicts with the designs. Prepare a conflict analysis spreadsheet to identify each conflict and use ranking system to identify most critical facilities and prioritize potholing.

Deliverables and Schedule:

- Conflict analysis spreadsheet provided within twenty (20) business days after NTP (1 electronic copy)

4.4 Franchise Utility Relocation Notification

Draft and send relocation notices to franchise utility purveyors with confirmed conflicts and timeline requirements per the City of Prineville Franchise Agreements. Meet with utilities to discuss relocation options and schedule requirements.

Deliverables and Schedule:

- Utility Relocation Notifications will be provided to the impacted utilities during the 60% design phase.
- Copies of Utility Relocation Notifications will be provided to the City within five (5) business days of sending to utility (1 electronic copy)

4.5 Review Relocation Plans

Meet with utility owners to review potential relocation alignments and grades. Review proposed relocation plans to confirm conflicts are addressed and new conflicts are not created. Provide relocation plan comments or approvals to utility owners.

Deliverables and Schedule:

- Conflict analysis spreadsheet within five (5) business days of sending to utility (1 electronic copy)

TASK 5 GEOTECHNICAL DESIGN SERVICES

5.1. Carlson Geotechnical – Geotechnical Investigation and Report

Please see the attached Carlson Geotechnical proposal.

5.2. Coordination and Review of Information

Review and coordinate the work of Carlson Geotechnical as a sub-consultant to the project (as applicable):

- Geotechnical investigation schedules and permission to be on the properties.
- Provide current preliminary designs in PDF, CAD, and KMZ formats to determine locations for test pits and borings.
- Provide locations for infiltration tests.
- Provide information pertinent to the Project as requested by Carlson Geotechnical.
- Review preliminary findings and reports and provide input.

TASK 6 COMBS FLAT ROAD – SEGMENT 1A CONSTRUCTION DOCUMENTS

Objectives:

The purpose of this task is to complete roadway, utility, and stormwater design services for this segment and be submit 60% PS&E (Plans, Specifications, and Estimate), 90% PS&E, and 100% PS&E design packages.

6.1 60% Preliminary Designs, Plans, Specifications, and Estimate

This task includes preparation of 60% plans, preparing special provisions, completing quantity estimates, and addressing and incorporating comments from previous reviews.

- Refine the alignment, profile, and cross-section for the alignment of roadway designs
- Design and prepare documents for the stormwater management designs
 - Prepare the stormwater drainage plans and show stormwater drainage profiles on the roadway profile sheets
 - Prepare cross-section and access details for surface treatment/infiltration facilities, as needed
 - Prepare the storm drainage details.
- Prepare the preliminary and final erosion control plans and details accounting for construction staging and phasing
- Design and prepare documents for the illumination, signing, and striping plans.
 - Plans shall comply with the 2009 Edition of the FHWA Manual on Uniform Traffic Control Devices for Streets and Highways and City standards. The following task items are included within these limits:
 - Prepare signing plans for this segment
 - Prepare striping plans for this segment
 - Coordinate with City and Pacific Power for locations of standard streetlights, typically at intersections, to City and PPL standards
- Design and prepare documents for City water or sewer improvements
 - Plan for review of the Prineville Water System Master Plan and water modeling scenarios with City staff
 - Plan for review of the Prineville Wastewater Facilities Plan and the need for potential sanitary sewer improvements or crossings
 - Develop plans and details for City infrastructure

Deliverables and Schedule:

- Written response to prior plan review comments within ten (10) business days of receipt
- 60% Plans in electronic format (PDF)
- 60% Subproject Special Provisions in electronic format (MS Word)
- Construction Cost Estimate in electronic format (PDF)

6.2 90% Design, Plans, Specifications, and Estimate

This task includes preparation of 90% plans, updating special provisions, completing quantity estimates, and addressing and incorporating comments from previous reviews.

- Continue to refine the alignment, profile, and cross-section for the alignment of roadway designs
- Continue design and preparing documents for the stormwater management designs
- Continue preparation of the preliminary and final erosion control plans and details accounting for construction staging and phasing
- Continue design and preparing documents for the illumination, signing, and striping plans
- Continue design and preparing documents for City water or sewer improvements.

Deliverables and Schedule:

- Written response to 60% plan review comments within ten (10) business days of receipt
- 90% Plans in electronic format (PDF)
- 90% Subproject Special Provisions in electronic format (MS Word)

6.3 100% Plans, Specifications, and Estimate

This task includes preparation of 100% plans, updating special provisions, completing quantity estimates, and addressing and incorporating comments from previous reviews

- Complete refining the alignment, profile, and cross-section for the alignment of roadway designs
- Complete design and prepare documents for the stormwater management designs
- Complete preparation of the final erosion control plans and details accounting for construction staging and phasing
- Complete design documents for the illumination, signing, and striping plans.
- Complete design and documents for City water or sewer improvements

Deliverables and Schedule:

- Written response to 90% plan review comments within ten (10) business days of receipt
- 100% Plans in electronic format (PDF) and ten (10) 11"x17" paper copies
- 100% Subproject Special Provisions in electronic format (MS Word)

Design Plan List

TITLE	60%	90%	100%
Cover Sheet and Index	X	X	X
Legend and Abbreviations	X	X	X
Construction Notes	X	X	X
Sheet Key Map and Survey Control	X	X	X
Typical Sections	X	X	X
Roadway Details		X	X
Roadway Plan and Profiles	X	X	X
Drainage Details	X	X	X
Grading Details		X	X
Drainage Basins and Calculations	X	X	X
Drainage Notes	X	X	X
Demolition Plans and Details	X	X	X
TP&DT Plans and Details	X	X	X
Erosion Control Plans	X	X	X
Erosion Control Details		X	X

Signing and Striping Plans	X	X	X
Signing and Striping Details/Sign and Post Tables		X	X
Stormwater Treatment Plans and Details	X	X	X

6.4 Stormwater Management Report

Provide a stormwater management report outlining the stormwater management design for each design milestone: 60%, 90%, and 100%. For the report, the PDB team will use data and information collected from available mapping, site visits, and other available methods. The stormwater management report will be per Central Oregon Stormwater Management and City drainage standards and specification.

Deliverables and Schedule:

- 60% Stormwater Management Report to be submitted with the 60% Design, one (1) electronic copy
- 90% Stormwater Management Report, one (1) electronic copy
- Final Stormwater Management Report, one (1) electronic copy

6.5 Quality Assurance/Quality Control (QA/QC)

Perform an internal QC Review prior to each plan review submittal. Coordinate and perform QC checks on plans, designs and computations, estimates, and other deliverables. Coordinate between design disciplines so that the design is in conformance with applicable design standards and that prior review comments have been incorporated into the design.

Deliverables and Schedule:

- Quality control review checklist submitted with each major milestone deliverable (60%, 90%, and 100%)

6.6 Meetings

Prepare for and attend meetings as identified below. Review meeting agenda and meeting notes for each meeting, which will include draft action items and record of any decisions from the meetings. Provide the draft summary notes to the City for review and distribution. The following are anticipated meetings:

- Bi-weekly progress meetings with City staff and OID staff
- Milestone design review meetings

Assumptions:

- Prepare for and attend up to twelve (12) bi-weekly progress meetings with City staff and OID staff. For estimating purposes, it is assumed that up to two (2) DOWL staff shall attend the meetings and be one (1) hour in length.
- Prepare for and lead Design Review meetings. For estimating purposes, three (3) DOWL staff will be in attendance and the meetings will be two (2) hours long. Meetings are anticipated after the 60%, 90%, and Final submittals.

Deliverables and Schedule:

- Attend and participation at the meeting as required by the City;

- Draft summary notes (including action item / decision log) within five (5) business days of meeting (1 electronic copy)

6.7 Black Rock Consulting, Inc.

The Ochoco Irrigation District irrigation piping designs, prepared by Black Rock Consulting, will be incorporated in the roadway construction plans. Coordination and plan reviews will be completed for the 60%, 90%, and 100% plan submittals.

ASSUMPTIONS AND EXCLUSIONS

- Construction cost estimates will be based upon recent local construction projects, contractor input and regional average bid item prices.
- Construction cost estimates for the OID/BOR replacement piping is to be provided by Black Rock Consulting.

DOWL is excited to provide these services to help make your project a success. We are available to begin work on this project immediately and will commit appropriate staff to meet your expectations.

DOWL will complete the Scope of Services described above on a **Lump Sum** or **Time and Materials** basis. These fees are provided in the following table.

FEE SUMMARY

Task	Subtotal	Total
Task 1 Survey		\$24,045.00
1.1 Monument Recovery (additional field work)	\$3,675.00	
1.2 Monument Recovery Survey	\$9,070.00	
1.3 ROW Research, Mapping and Descriptions	\$7,245.00	
1.4 Staking for Acquisition Viewing	\$4,055.00	
Task 2 Environmental Services		\$51,690.00
2.1 Agency Coordination, Accumulation, and Review of Information	\$3,755.00	
2.2 ODFW Coordination for Oregon Fish Passage Law	\$1,955.00	
2.3 Wetland/Waters of the U.S./State Delineation Update	\$9,515.00	
2.4 Wetland Functional Assessment Report	\$4,205.00	
2.5 USACE/DSL Joint Permit Application and DEQ Section 401 Certification	\$14,405.00	
2.6 Cultural Resources Baseline Report	\$16,895.00	
2.7 Reimbursable Expenses	\$960.00	
Task 3 Contingency Environmental Services		\$24,871.00
3.1 Coordinate and Communicate with Federal Funding Agency	\$4,355.00	
3.2 Endangered Species Act (ESA) No Effect Memorandum	\$4,175.00	
3.3 ESA Programmatic Documentation (FAHP or SLOPES)	\$6,395.00	
3.4 ODFW Fish Passage Plan	\$4,385.00	
3.5 Stream Functional Assessment	\$4,985.00	
3.6 Reimbursable Expenses	\$576.00	

Task 4 Utility Coordination			\$7,455.00
4.1	Initial Individual Utility and Private Development Coordination	\$3,515.00	
4.2	Review Franchise Utility Agreements	\$585.00	
4.3	Conflict Analysis	\$1,335.00	
4.4	Franchise Utility Relocation Notification	\$1,205.00	
4.5	Review Relocation Plans	\$815.00	
Task 5 Geotechnical Design Services			\$35,142.00
5.1	Carlson Geotechnical – Geotechnical Investigation and Report	\$32,472.00	
5.2	Coordination and Review of Information	\$2,670.00	
Task 6 Combs Flat Road – Segment 1A Construction Documents			\$73,411.00
6.1	60% Preliminary Designs, Plans, Specifications, and Estimate	\$18,538.00	
6.2	90% Design, Plans, Specifications, and Estimate	\$18,138.00	
6.3	100% Plans, Specifications, and Estimate	\$22,085.00	
6.4	Stormwater Management Report	\$4,010.00	
6.5	Quality Assurance/Quality Control (QA/QC)	\$3,540.00	
6.6	Meetings	\$3,350.00	
6.7	Black Rock Consulting Inc.	\$3,750.00	
TOTAL			\$216,614.00

Thank you for considering the DOWL team. Please contact us with any questions regarding this proposal or our approach to this project. DOWL is willing to review a City of Prineville Professional Services Contract for the services noted as Scope of Professional Services.

Sincerely,

DOWL

Lynn J. Bruno, PLS
 Civil Practice Area Leader

DOWL

Steven R. Hannas, PE, PLS
 Project Manager

Carlson Geotechnical

A division of Carlson Testing, Inc.
Phone: (503) 589-1252
www.carlsontesting.com

Bend Office (541) 330-9155
Eugene Office (541) 345-0289
Salem Office (503) 589-1252
Tigard Office (503) 684-3460



September 8, 2020

DOWL

Attn: Steve Hannas, P.E., PLS
963 SW Simpson Ave, Suite 200
Bend, Oregon 97702

**Proposal for
Geotechnical Investigation Report
Combs Flat Road Extension
Combs Flat Road
Prineville, Oregon**

CGT Proposal Number GP9079

1.0 INTRODUCTION

Carlson Geotechnical (CGT), a division of Carlson Testing, Inc. (CTI), is pleased to submit this proposal to prepare a geotechnical investigation report for the proposed extension of Combs Flat Road. The planned extension is approximately 1 mile in length and spans between the current north terminus of Combs Flat Road and the east terminus of NE Peters Road in Prineville. This proposal was prepared following our recent email correspondence.

2.0 PROJECT INFORMATION

CGT developed an understanding of the proposed project based on our correspondence and review of the provided preliminary civil plan sheets. Based on our review, we understand the project will include:

- Extending Combs Flat Road from its north terminus (near Barnes Butte Elementary School) to the east terminus of NE Peters Road. Improvements to the portion of NE Peters Road east of Yellow Pine Road will also be completed. Combs Flat Road will be classified as a Collector. Geotechnical exploration along the roadway alignment has been requested.
- As part of construction of the roadway, a pedestrian crossing will be constructed in the north central portion of the roadway alignment. The crossing will span below the roadway and consist of a pre-fabricated structure. Design of the structure and its foundations will rest with others. Geotechnical recommendations for use in design and construction of the pre-fabricated structure have been requested as part of this assignment.
- Installation of an 86-inch outside diameter (OD) stormwater pipe along the west side of the roadway alignment. Per the civil plans, the pipe will generally be installed at depths of about 5 to 10 feet below existing site grades. In localized areas of the site, the pipe installation will extend to depths of up to about 25 feet below existing site grades.
- Installation of other underground utilities, hardscaping features (sidewalks, etc.), and planters.
- If conditions allow, current plans include collecting stormwater from new impervious areas and directing to on-site infiltration facility(ies). Design of infiltration facility(ies) will rest with others. As requested by DOWL, we have included performing three infiltration tests at the site at a maximum depth of 4 feet below ground surface (bgs).
- Based on review of the civil plan sheets, permanent grade changes along the roadway alignment will be relatively minor, with cuts and fills limited to about 5 feet in depth relative to existing site grades. The plans indicate a few localized areas will see cuts and fills in excess of that amount.

3.0 SITE SURFACE CONDITIONS

3.1 Overview

The approximate 1-mile long project site is located between the aforementioned public streets and is predominantly surfaced with grasses. In terms of topography, the south portion of the roadway alignment is relatively level. A drainage canal crosses the roadway alignment at its approximate midpoint. North of the canal, the roadway alignment exhibits a broad concave topographic profile before ascending to the east terminus of NE Peters Road. The low-lying area within the concaved portion of the alignment reportedly represents a wetland (discussed further below). Vehicular access to the site is provided by the two aforementioned streets and various unimproved (soil-surfaced) roads. The site appears readily accessible for track-mounted exploration equipment.

3.2 Wetland Area

Based on correspondence with DOWL, we understand that the wetland area (discussed above) can be traversed using track-mounted equipment and conventional geotechnical explorations (drilled borings and test pits) may be performed without requiring special protection/restorative measures (e.g. replanting.). *If this is incorrect, please contact the undersigned.*

4.0 REVIEW OF GEOLOGIC SETTING

CGT reviewed available geologic mapping, local water well logs available online, and previous investigations in the vicinity of the site to surmise the nature and consistency of the subsurface materials within the scoped depth of exploration. Available geologic mapping¹ of the area indicates sections of the proposed roadway alignment are underlain by Holocene and Late Pleistocene stream alluvium deposits (Qa). The deposits consist of gravel, sand and silt in active and recently active stream channels and floodplains of the nearby Ochoco Creek. Underlying the majority of the road alignment are Pleistocene terrace deposits of the Crooked River; a brown clay, brown sand and well-sorted gravel suggested to be at least 100 feet thick based on nearby well logs.

5.0 PURPOSE & SCOPE OF WORK

The purpose of our geotechnical investigation will be to explore subsurface conditions at the site in order to provide geotechnical engineering recommendations for use in design and construction of the proposed project. The locations of our proposed explorations are shown on the attached Exploration Plan. Our specific scope of services will include the following:

5.1 Fieldwork & In-Situ Testing

- Site Staking: Visit the site to mark (stake) the locations of our proposed explorations for utility locating. A handheld GPS receiver will be used to locate the explorations in the field.
- Utility Locates: Contact the Oregon Utilities Notification Center to mark the locations of public utilities at the site within a 20-foot radius of our planned explorations. *Our client will be responsible for clearly marking the locations of private utilities, irrigations lines, etc., at the site. Private utilities include public utilities outside of the public right-of-way.* CGT will not be responsible for damage caused to public or private utilities that are not clearly identified and marked.

¹ O'Connor, J.E., Cannon, C.M., Mangano, J.F., and Evarts, R.C., 2016. Geologic map of the Vancouver and Orchards quadrangles and parts of the Portland and Mount Tabor quadrangles, Clark County, Washington, and Multnomah County, Oregon: U.S. Geological Survey, Scientific Investigations Map SIM-3357, scale 1:24,000.

- **Drilled Borings:** Explore subsurface conditions at the site by observing the advancement of nine drilled borings. Additional details of the borings follow:
 - The borings will be advanced via the hollow-stem auger or mud rotary technique using a track-mounted drill rig provided and operated by our licensed drilling subcontractor.
 - The borings will be advanced to depths of up to 40 feet below ground surface (bgs) or practical refusal, whichever occurs first.
 - Sampling and testing within the borings will include:
 - Standard Penetration Tests (SPTs) will be conducted using a split-spoon sampler in general accordance with ASTM D1586. SPTs will be conducted (and samples obtained) at 2½-foot intervals for the upper 15 feet in the borings, and on 5-foot intervals thereafter to the termination depths of the borings.
 - In conjunction with SPTs, where fine-grained soils are encountered, 3-inch diameter (ID) thin-wall steel Shelby tube samples will be obtained to collect undisturbed soil samples for evaluation of unit weight and other properties.
 - CGT will measure depths to groundwater in the borings, if encountered. The water level(s) will be checked in the borings just prior to backfilling.
 - Drill spoils (soil cuttings and drilling fluids) from the borings will be left on-site unless otherwise directed by our client. Cuttings will be left adjacent to each boring in a small pile. Drilling fluids generally consist of a slurry of bentonite clay, water, and soil and can be spread or pumped (sprayed) over adjacent vegetated areas, subject to review by the client.
 - The borings will be backfilled with granular bentonite prior to departure from the site.
 - *Visible disturbance to the drilling locations may be apparent, particularly if the drilling is performed during a period of wet weather. Landscape repair is beyond the scope of this proposal.*
- **Test Pits:** Explore subsurface conditions at the site by observing the excavation of up to ten test pits to depths of up to about 10 feet bgs or practical refusal, whichever occurs first. *This proposal assumes the test pits will be excavated using a powered excavator and operator provided and operated by our client, the City of Prineville, or their representative.* During test pit excavation, collect representative, disturbed (grab) samples of the soils encountered in order to perform laboratory testing and to confirm our field classifications. The test pits will be loosely backfilled with excavated materials prior to our departure from the site. *Visible disturbance to the site will be evident, especially if the explorations are conducted during wet weather. Landscape repair is beyond the scope of this proposal.*
- **Soil Classification:** Classify the soils collected from the explorations in general accordance with ASTM D2488 (Visual-Manual Procedure). A qualified member of CGT's staff will observe and maintain detailed logs of subsurface conditions encountered in the explorations.

5.2 Laboratory Testing

Laboratory testing on selected samples obtained during site exploration will include the following:

- Up to forty-five moisture content determination (ASTM D2216).
- Up to six percentage passing the U.S. Standard No. 200 Sieve tests (ASTM D1140).
- Up to three Atterberg limits (plasticity) tests (ASTM D4318).
- Up to four Shelby tube unit weight tests (weight-volume measurement).
- Up to two, 1-dimensional consolidation tests (ASTM D2435).

5.3 Written Report

Based on the information obtained from the explorations, laboratory testing, and our engineering analysis, we will provide a written report including the following:

- Site Vicinity Map & Site Plan: A site vicinity map and a site plan showing the approximate location of the explorations relative to existing site features.
- Exploration Logs: Logs of the explorations, including observed groundwater depths (if encountered) and results of laboratory tests performed on selected samples.
- Technical Narrative: A technical narrative describing site geology, the results of the completed field investigation, infiltration testing, and descriptions of the subsurface materials encountered.
- Seismic Hazards: A **qualitative** discussion of seismic hazards at the site, including liquefaction potential, slope instability, and surface rupture. The qualitative evaluations will be based on the available geologic mapping, the soils encountered within the depths explored, and our observations of the existing site surface conditions.
- Seismic Design Parameters: Recommendations for the Seismic Site Class, mapped maximum considered earthquake spectral response accelerations, and site seismic coefficients.
- Site Preparation: Geotechnical recommendations for site preparation and earthwork, including:
 - Stripping/grubbing depths.
 - Subgrade preparation.
 - Wet/dry weather earthwork.
 - Utility trench excavation and backfill.
 - Temporary excavations.
 - Fill type for imported materials.
 - Use of on-site soils as structural fill.
 - Fill compaction criteria.
 - General grading considerations.
 - Shrink/swell potential.
- Shallow Foundations – Pedestrian Underpass Structure: Geotechnical engineering recommendations for use in design and construction of shallow spread foundations, including an allowable soil bearing pressure, minimum footing width and depth requirements, lateral capacity criteria, subsurface drainage (if appropriate), and an estimate of settlement based on assumed or provided loads.
- Rigid Retaining Walls – Pedestrian Underpass Structure: Geotechnical engineering recommendations for use in design and construction of conventional, cast-in-place, rigid retaining walls, including allowable soil bearing pressure, lateral earth pressures, seismic lateral loading considerations, and backfill placement, compaction, and drainage.
- Exterior Hardscaping: Geotechnical engineering recommendations for use in design and construction of concrete hardscaping (e.g. sidewalks) supported on-grade, including an anticipated value for modulus of subgrade reaction, a capillary break, subsurface drainage (if appropriate), and an estimate of settlement based on assumed loads.
- Pavements: Geotechnical recommendations for pavement subgrade preparation. *Per correspondence with DOWL, we understand that City of Prineville default asphalt concrete (AC) pavement sections will be used for the roadway extension for the indicated functional street classification (Collector). In the event that a site-specific pavement design is desired, please contact the undersigned.*

5.4 Report Submittal

CGT will submit an electronic (PDF) copy of the report by email to our client. Upon request, CGT can also provide up to three bound paper copies of the final report. Our final report will be stamped and signed by a Professional Geotechnical Engineer (P.E./G.E.) licensed in the State of Oregon.

6.0 FEES

Our services will be provided in general accordance with the General Conditions – Engineering Services, dated 3/2013, which are attached to and considered part of this proposal. Please review the contract terms carefully and contact us if you have questions.

6.1 Geotechnical Investigation Report (Base Service)

For the scope of services described in Section 5.0 above, our services will be provided for a fixed fee of **\$29,520**.

6.2 Additional Services (if requested)

Services requested and authorized in addition to the preceding scope of work will be provided on a time-and-expense basis in general accordance with our attached Schedule of Charges, dated 1/2020, which is also a part of this proposal. Additional services will be provided based on receiving written authorization provided by DOWL.

7.0 SCHEDULE

An overall preliminary project schedule of about 7 weeks^{2,3} should be planned from our receipt of written authorization to final report distribution, provided the above scope of work does not change. We can provide preliminary results as they are developed, if requested. The following summarizes our anticipated schedule.

- Fieldwork: We anticipate the fieldwork as described in the above Scope of Work can be completed within 4 weeks of receipt of written authorization, based on the *current* availability of our drilling subcontractor. The drilled borings are anticipated to take 4 full days to complete at the site. The test pits are anticipated to take 2 full days to complete at the site.
- Preliminary Findings: Preliminary findings and recommendations can be provided, as they are developed, over email or telephone, upon request.
- Laboratory Testing: Completion of the laboratory testing as described above will take up to 2 weeks once samples are returned from the field.
- Written Report: We will complete our written report within 1 week after completing our laboratory testing.

8.0 PROPOSAL IS AGREEMENT

We anticipate this proposal will serve as our professional agreement for CGT's services. Alternatively, CGT's proposal may be specifically referenced in a purchase order. If you intend to issue a purchase order, please note this proposal must still be signed and returned, and the above referenced General Conditions take precedence in our agreement.

9.0 LIMITATIONS

This proposal does not include:

- An environmental evaluation for the presence or absence of wetlands or hazardous substances in the surface water, groundwater, soils, or bedrock. Environmental evaluation is beyond the scope of this proposal and is not provided by CGT. If requested, we can refer you to several environmental consultants.
- Geotechnical construction observation and testing services (soil special inspections). When requested, CGT will be pleased to prepare a proposal to provide these construction-phase services.

² This project schedule reflects current backlog of local drilling subcontractors that are qualified and capable of performing the drilling and soil sampling described in Section 5.1 above using track-mounted drilling equipment. We will try to accommodate an expedited schedule for drilling where possible.

³ If this schedule is not workable for the project, please contact the undersigned. We can solicit drillers out of state that can accommodate the drilling and soil sampling described above, and provide a revised proposal for the project. The client is advised the fixed fee for the geotechnical investigation will inherently be increased from that indicated in Section 6.1 above.

Combs Flat Road Extension
Prineville, Oregon
CGT Proposal Number GP9079
September 8, 2020

10.0 CLOSURE

We appreciate the opportunity to submit this proposal and look forward to continuing to work with you on this project. Please provide your authorization of the work described herein by signing a copy of this proposal and returning it to our office. This proposal will remain valid for a period of 60 days. If the project does not begin prior to the expiration of 60 days, CGT reserves the right to revise all terms and conditions of this offer and will provide services at CGT's hourly rates in effect at the time actual work on the project begins. Please feel free to contact us at (541) 330-9155 if you have any questions or require additional information.

Respectfully Submitted,
CARLSON GEOTECHNICAL



Brad M. Wilcox, P.E., G.E.
Principal Geotechnical Engineer
bwilcox@carlsontesting.com

Attachments: Exploration Plan
General Conditions – Engineering Services, dated 3/2013
Schedule of Charges, dated 1/2020

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11.0 CLIENT AUTHORIZATION & ACCEPTANCE

The terms and conditions of this proposal are hereby accepted, and authorization to proceed with the scope and fees described below is given by the following signature.

Authorized service:

Geotechnical Investigation Report (Section 5.0)	Fixed Fee: \$29,520
--	----------------------------

Please initial in spaces provided to indicate acknowledgement of proposal terms.

 Initial	I have secured or verified right-of-entry for this work
 Initial	I acknowledge my receipt and review of the attached General Conditions – Engineering Services (dated 3/2013) and Schedule of Charges (dated 1/2020), which are considered part of this agreement.
 Initial	All information regarding the presence or absence of environmental contamination on the site has been provided to CGT for their consideration in preparing this proposal.

Signature:  Date: March 23, 2021

Printed Name: Steve Forrester Phone: 541-447-5627

Firm: City of Prineville Email: sforrester@cityofprineville.com

Physical Address: 387 NE Third Street, Prineville, OR 97754

Send Invoices to: Email
 Physical Address
 Billing Address: 387 NE Third Street, Prineville, OR 97754

The following items are required for CGT to initiate services.



- Purchase Order – specifically referencing this proposal.
- OR -
- Written Authorization – please complete and return this signature page.

COMBS FLAT ROAD EXTENSION - PRINEVILLE, OREGON
 Proposal Number GP9079

Exploration Plan



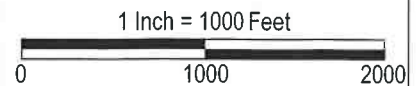
LEGEND

- 
B-1 (25') Proposed drilled boring. Proposed exploration depth indicated in ().
- 
TP-1 Proposed test pit location. Proposed exploration depth = 10 feet bgs.



Drafted by: BLN/gmw

NOTES: Drawing based on "Segment 1 - Concept 4 Overall Plan" prepared by DOWL and reproduced by CGT. All exploration locations are preliminary and subject to review of City of Prineville, design team, access considerations, and utility locating results.



General Conditions - Engineering Services

- 1) Unless otherwise agreed in writing or specified in CTI's proposal, charges for all services will be billed in accordance with the Carlson Testing, Inc. (CTI) rate schedule in effect at the time the services are provided. Field services are portal to portal with a three-hour minimum charge for all services performed 7:00 am to 5:00 pm Monday through Friday. A two-hour minimum showup charge will be charged for any scheduled inspection which is cancelled unless CTI is notified of the cancellation at least 2 hours prior to the scheduled inspection time. A premium rate of 1.5 times the regular rate will be charged for all field services in excess of 8 hours per day or for inspections scheduled before 7:00 am or after 5:00 pm Monday through Friday. A minimum charge of 4 hours will be charged at a premium rate of 1.5 times the regular rate for inspections that are scheduled on Saturday, Sunday and/or Legal Holidays. Special services including but not limited to performing technical research, development of specialized testing or inspection procedures, review of project contractual or technical documents, conducting quality control audits, preparation of specialized reports, invoices or cost/budget summaries, attendance at project meetings, or other incidental services will be billed as Project Management or engineering services as appropriate.

For construction observation or inspection services, unless fulltime inspection has been requested for the project, CTI's services are provided on an "On-Call" basis. The number, frequency, duration, and type of inspections required are dependent upon construction activities, schedule, production, and changes and are not within CTI's control. Upon telephonic request, CTI will provide the inspection and testing services as requested and will invoice Client for services provided.

The extension of unit prices in any proposal with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the inspection and/or testing for any construction project. The quantities, when given, are estimates based on the information provided to CTI by the Client and contractors at the time our proposal is prepared. Since schedule, performance, production and changes are directed and controlled by others and are subject to change during the project, any quantity extensions are estimates only and not a guarantee of maximum cost.

- 2) Client will be invoiced once each month for work performed during the preceding period. Unless Client disputes the invoice, Client agrees to pay each invoice in full and with no retainage within thirty (30) days of receipt. Client's duty to make payment shall not be conditioned upon Client's receipt of payment or funding from any third party. Client further agrees to pay a service charge on all amounts invoiced and not paid within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest permitted under applicable law, whichever is the lesser) until paid. Failure of Client to make payment within thirty (30) days of invoice shall constitute a full release of CTI from any and all claims which Client may have, whether in contract or tort or otherwise, and whether known or unknown at the time.

If Client disputes any portion of an invoice, Client agrees to notify CTI in writing of all disputed amounts and the reason Client believes these amounts to be in error within thirty (30) days of receipt of the invoice. Client hereby waives any right to dispute an invoice following this thirty 30-day period.

Client agrees to pay CTI's cost of collection of all amounts due and unpaid after sixty (60) days, including arbitration fees, court costs, and reasonable attorney's fees. CTI reserves the right to withhold any final report or final letter of compliance until all outstanding invoices and collection costs including attorneys' fees and interest on late payments, if any, have been paid in full.

- 3) If Client instructs CTI to bill a third party for any services, CTI will bill the third party as a courtesy to Client. Client agrees, however, that Client shall be responsible for full payment of all outstanding charges if payment is not received by the 60th day following the invoice date and that Client shall make such payment to CTI within 30 days following notification that CTI has not received payment from the third party.

- 4) CTI's responsibilities shall not include determining, **supervising**, implementing or controlling the means, methods, **techniques**, sequences or procedures of construction or **evaluating** or reporting job conditions **related** to health, safety or welfare. CTI shall have no authority to alter any contract between any other parties or to approve or accept any portion of the work. Our job site activities do not change any agreement between Client and any other party. Only Client has the right to reject or stop work of its contractors or agents. Our presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client.

- 5) Unless otherwise agreed, Client shall furnish CTI with applicable permits and right-of-entry on the land and Client shall be responsible for the propriety of the time, **place** and manner of CTI's entry for making borings, surveys and other explorations. CTI will take **reasonable precautions** to minimize damage to the site from use of equipment, but has not included the cost of restoration of the site in the proposed fee. If Client desires CTI to restore the site to its approximate **former** condition, (i.e., compaction of backfill, pavement **patching**, restoring lawns, vegetation, etc.), CTI will accomplish this as an additional service. Client agrees to indemnify **and** hold harmless CTI and its officers, employees, directors, agents, and **subcontractors** from any claim, liability, or costs (including attorney fees) arising in connection with CTI's access to, entry upon, or the restoration of the site.

- 6) Client shall provide CTI with utility and substructure information on and adjacent to the project site and assumes responsibility for the accuracy of such information provided to CTI. Client will indemnify, defend and hold harmless CTI and its officers, employees, directors, agents, and subcontractors against any claim or damage which occurs as a result of CTI's reliance on this information. Any existing utility or substructure damage or hazardous waste discovered by CTI during the course of its service is the sole responsibility of Client.

- 7) Client assumes sole responsibility for determining whether the quantity and nature of work ordered by Client is adequate and sufficient for Client's intended purpose.

It is understood and agreed that statements made in CTI reports are observations based on **technical** judgments, and should not be construed to be conclusive representations of fact. Test borings, test pits and other methods of subsurface exploration are generally accepted means of obtaining subsurface information in this area. However, they cannot indicate with certainty the subsurface conditions between and below the test explorations. If conditions different from those indicated in the reports come to Client's attention after receipt of the reports, it is recommended that Client contact CTI immediately to authorize further appropriate evaluation. This evaluation shall be an additional service.

The conclusions and recommendations for construction in CTI's reports are based on limited sampling and the interpretation of variable surface and subsurface conditions. Our conclusions and **recommendations** shall be deemed preliminary unless or until we validate our assumptions and finalize our conclusions and recommendations by preconstruction design documents review and site presence during construction and have documented such work for our Client. If our Scope of Services does not include preconstruction plan review and construction observations, any reliance by Client or any other party on our preliminary assumptions, conclusions or recommendations is at the risk of that party and without liability to CTI. Nothing in CTI's reports, express or implied, is intended or shall be construed to confer on any person, other than the person or entity to whom this report is addressed, any right, remedy, or claim under or with respect to this report.

CTI will provide its professional services to Client with that degree of care and skill currently exercised under similar circumstances by members of its profession in the same locale. This representation is in lieu of any other warranty or representation, either **expressed** or implied. It is also understood and agreed that statements made in CTI reports are observations based on technical judgments, and should not be construed to be conclusive representations of fact. If conditions different from those indicated in the reports come to Client's attention after receipt of the reports, it is recommended that Client contact CTI immediately to authorize further appropriate evaluation.

- 8) The amount which CTI is charging you for the work performed under this Agreement is based upon your agreement to **LIMIT OUR LIABILITY FOR ANY DAMAGES FOR ANY CLAIMS, AS DEFINED BELOW, TO THE GREATER OF \$50,000 OR THE PROFESSIONAL FEES RECEIVED BY CTI IN THE PERFORMANCE OF THIS AGREEMENT.** By accepting this Agreement you are agreeing that CTI's maximum liability for any and all loss, property damage, personal injury, death, cost or expense of any kind ("Claims") shall be no more than \$50,000. This limitation of liability applies to any and all Claims, including but not limited to Claims arising from CTI's negligence, negligent misrepresentation, strict liability, breach of contract, breach of warranty, and any statutory or common law cause of action which arises out of or relates to, directly or indirectly, the work performed pursuant to this Agreement or recommendations made in future reports provided pursuant to this

Agreement. In Client is not willing to agree to this limitation of liability, CTI will consider removing this limitation of liability for additional consideration.

- 9) Subject to the limitations set forth above, CTI will indemnify and hold harmless Client and Client's officers, employees, agents, and directors from and against all claims, damages, losses and expenses, including reasonable attorney fees, arising out of or relating to CTI's performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by CTI's negligence or the negligence of anyone directly or indirectly employed by CTI. In no event shall the indemnity obligations of CTI exceed the greater of Fifty Thousand Dollars (\$50,000.00) or the professional fees received by CTI in the performance of this Agreement. In no event shall CTI be liable for indirect or consequential damages of any kind.
- 10) Client shall indemnify and hold harmless CTI and CTI's officers, employees, agents, and directors from and against all claims, damages, losses and expenses, including reasonable attorney fees, arising out of or resulting from the work on the project but only to the extent caused by Client's negligence or the negligence of anyone directly or indirectly employed by Client. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against CTI and to the extent that CTI shall prevail in such suit, cause of action, claim or counterclaim, the party initiating such action shall pay to CTI the costs and expenses incurred by CTI to answer and/or defend such suit, cause of action, claim or counterclaim, including reasonable attorney's fees, court costs, witness fees and other related expenses.
- 11) Client warrants that it does not know, suspect, assume or have reason to know of the presence of pollutants on or under the project site(s), or on/in property which must be crossed to conduct CTI's work and Client shall advise CTI of any discovery of hazardous waste or pollutants on or near the site(s). If hazardous waste or dangerous pollutants are discovered during the course of or in connection with CTI's work, it is hereby agreed that the scope of services, schedule, and the estimated project cost will be reviewed and that this contract shall be renegotiated or, in the sole discretion of CTI, terminated. Client is responsible for the proper decontamination and disposal of contaminated equipment, soil, material, and samples.
- Client agrees to defend, indemnify and hold harmless CTI and its officers, employees, directors, agents, and subcontractors for all loss, cost, damage, expense (including attorney fees) or liability, arising out of or in connection with CTI's services which exacerbates existing environmental pollution or contamination or any newly caused or created pollution or contamination.
- 12) Except for claims which are subject to the jurisdiction of Small Claims Court, all other claims, disputes, and other matters arising out of or relating to this Agreement or the work performed pursuant to this Agreement shall be subject to binding arbitration. Unless the parties agree otherwise, the arbitration shall be administered by the Arbitration Service of Portland. Arbitration proceedings under this Agreement may be consolidated with arbitration proceedings pending between other parties, at the arbitrator's discretion, provided they arise out of the same matter or related to the same subject matter.
- 13) The parties agree that all legal actions by either party against the other concerning our services pursuant to this Agreement or for failure to perform in accordance with the applicable standard of care, however denominated, will become barred two (2) years from the completion of CTI's services.
- 14) Client shall not assign its rights under this Agreement without the prior written consent of CTI. In the event of such permitted assignment, Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of CTI's work. CTI shall have no duty or obligation to any third party greater than that set forth in CTI's proposal or this Agreement.
- 15) Engineering reports, field data, laboratory data, analysis, calculations, estimates, designs and other documents prepared by CTI are instruments of CTI's service and remain our property. We will retain pertinent records relating to the services performed for 10 years following submission of any report produced under this Agreement, and will make extra copies of the Instruments of Service available to Client on request for a reasonable fee.
- Neither Client nor any other party may use the Instruments of Service for additions or alterations to this project, or for other projects, or otherwise, without CTI's prior written permission. Client will defend, indemnify, and hold CTI harmless from any claims, damages and expenses arising out of any such reuse.
- 16) Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test.

- 17) This agreement shall be governed by the laws of the state in which the project is located.
- 18) The terms of this Agreement shall survive the completion of services and termination of the Agreement.
- 19) The ordering of work from CTI or use of any reports or information provided by CTI shall constitute acceptance of the terms of CTI's proposal and these General Conditions.



CTI INITIALS



CLIENT INITIALS

SCHEDULE OF CHARGES

1. PROFESSIONAL SERVICES

Unless otherwise agreed in writing, all fees for services are based on the number of hours worked on the project, including travel, by professional, technical and administrative personnel. A minimum 3-hour call-out applies for field services. Fee will be computed by multiplying the total hours for each class of personnel times the hourly rate listed below:

<u>Class</u>	<u>Rate</u>
Principal Engineer (P.E./G.E.)	\$180.00/hour
Senior Engineer (P.E.)	\$165.00/hour
Senior Engineering Geologist (CEG/RG)	\$165.00/hour
Geotechnical Project Engineer / Geologist (P.E./RG)	\$130.00/hour
Geotechnical Project Manager	\$100.00/hour
Geotechnical Staff III	\$90.00/hour
Geotechnical Staff II	\$80.00/hour
Geotechnical Staff I	\$70.00/hour
Administration	\$56.00/hour
Litigation Support	\$310.00/hour
Certified Erosion and Sediment Control Lead (CESCL) Inspector	\$90.00/hour
Pre-Construction Review of Existing Geotechnical Report (prepared by others)	Project-specific
Final Summary Letter – if required by jurisdiction	\$260.00 minimum
Emergency Response to New Service Request	100% Surcharge ¹
Per Diem	Project location dependent
Hourly Services Overtime ²	Hourly Rate x 1.5

¹ Surcharge is applicable for new projects requiring emergency response services with notice of less than 4 business hours. Surcharge will be applied for services provided based on verbal or written authorization. A minimum 4-hour call-out applies for field services provided on emergency response basis. Services provided after emergency response service will be provided on time-and-expense basis at rates indicated above.

² Overtime charges will be in effect, where applicable, per the attached Terms & Conditions, dated 3/2013.

2. EXPLORATIONS AND TESTS

Subcontractor(s) for drilling or other explorations, testing, and/or other contract services, will be invoiced to the Client on a cost plus basis. Laboratory tests or explorations performed using our equipment and personnel will be billed at Carlson Geotechnical's (CGT's) current unit prices. A copy of these prices will be provided upon request.

Test pits will be backfilled without compaction. We will attempt to locate test pits outside of structural areas; CGT will not be responsible for compaction of backfilled test pits.

3. SOIL SPECIAL INSPECTIONS AND TESTING

Soil special inspection and testing services will be billed at Carlson Geotechnical's (CGT's) current unit prices, unless otherwise stated in this proposal. A copy of these rates will be provided upon request. Unless otherwise agreed in writing, all fees for services are based on the number of hours worked on the project, including travel, by professional, technical and administrative personnel. A minimum 3-hour call-out applies for field services. Overtime charges will be in effect, where applicable, per the attached Terms & Conditions, dated 3/2013.

4. REIMBURSABLE EXPENSES

Expenses other than salary costs that are directly attributable to our professional services, except for mileage, will be invoiced on a cost plus basis. Mileage to and from the office will be charged at a rate of \$0.65 per mile.