



**Location:** City Hall – Council Chambers  
**Date:** March 23, 2021  
**Time:** 6:30 PM

## City Council Meeting Agenda

Mayor Jason Beebe, Council Members Steve Uffelman, Janet Hutchison,

Patricia Jungmann, Gail Merritt, Jeff Papke, Raymond Law and City Manager Steve Forrester

**This meeting will be open to the public by telephonic communications due to commitment to eliminate the exposure and spread of COVID-19. This meeting can be attended by calling 346-248-7799 Meeting ID 947 5839 2608. Please visit our website for additional meeting information.**

### Call to Order

### Flag Salute

### Additions to Agenda

### Consent Agenda

- [1.](#) Regular Meeting Brief 3-9-2021
- [2.](#) Choices Retail Therapy Store Second Hand License Application
- [3.](#) PD Property Conversion

### Visitors, Appearances and Requests

### Council Business

### Staff Reports and Requests

4. City Manager's Report - Steve Forrester
5. Biomass Update - Eric Klann

### Committee Reports

### Ordinances

### Resolutions

- [6.](#) Resolution No. 1477 - Approving a Personal Services Agreement with DOWL, LLC. - Eric Klann
- [7.](#) Resolution No. 1478 - Authorization to Efficiently Minimize or Mitigate the Effects of COVID-19 - Jered Reid
- [8.](#) Resolution No. 1479 - Authorizing the City to Enter into an IGA with State of Oregon Through the Office of the Chief Information Officer - James Wilson



## **Visitors, Appearances and Requests**

9. *Due to COVID-19 and in an effort to eliminate the exposure and spread of COVID-19, anyone wishing to submit public comment or comments, either to a specific agenda item or otherwise may do so in written format via email at [cityhall@cityofprineville.com](mailto:cityhall@cityofprineville.com) or by mail to 387 NE Third Street, Prineville, OR 97754. Any written submission must include the sender's name, address and be received no later than 4:00 p.m. the day of the meeting. Any comments received prior to the meeting will be shared with City Council, posted on our city webpage and become part of the meeting record.*
10. Executive Session - Pursuant to ORS 192.660(2)(h) - To consult with your attorney regarding current litigation or litigation that is more likely than not to be filed.

## **Adjourn**

***Agenda items maybe added or removed as necessary after publication deadline***



**CITY OF PRINEVILLE**  
**Regular Meeting Brief**  
387 NE Third Street – Prineville, OR 97754  
541.447.5627 ph 541-447-5628 fax

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Full Meeting Recordings Available at:  
<http://cityofprineville.com/meetings/>

**City Council Meeting Brief**  
**March 9, 2021**

**Council Members Present:**

Steve Uffelman  
Janet Hutchison  
Patricia Jungmann

Jason Beebe  
Gail Merritt  
Jeff Papke

**Council Members Absent**

Ray Law

**Additions to the Agenda**

Postpone Ordinance No 1264 to give PP & L a chance to review. Councilor Uffelman asked to add discussion of options regarding federal dollars that may be coming, and how we can use them under Council Business.

**Consent Agenda**

1. Regular Meeting Brief 2-23-2021
2. Main Market Liquor License Application

**Councilor Jungmann made a motion to approve consent agenda as presented. Motion seconded. No discussion on motion. All in favor, motion carried.**

**Visitors, Appearances and Requests:**

**Public Appearances**

No written comments were received.

**Council Business**

**3. Discussion of Possible Federal Dollars Use**

Councilor Uffelman explained that it appears legislation is ready to pass and assumed that some of the money could be spent on shovel ready projects and possibly FEMA flood zone areas.

Eric Klann, City Engineer said that the city has started the design on the Combs Flat extension which would be a wonderful project for that, though staff really hasn't heard anything yet on how the funding could be used and are keeping an eye on it.

Councilor Uffelman said that he heard that some of it will be for infrastructure projects.

Steve Forrester, City Manager said he has had a meeting with BJ Westlund from Senator Merkley's office and asked him to reach out to federal delegation to find out more.

Councilor Hutchison said she was so impressed with the tour of the new police facilities and kudo's to Chief Cummins and James Wilson.

#### **4. Appointment of Marv Sumner to Budget Committee Vacancy – Steve Forrester**

Mr. Forrester provided background information on Mr. Sumner and went through a list of organizations that he volunteers for, as well as his financial background.

Mr. Klann, Mrs. Schuette and Councilor Uffelman shared their knowledge of Mr. Sumner and agreed he would be a good Budget Committee member.

**Councilor Uffelman made a motion to approve the appointment of Marv Sumner to the Budget Committee vacancy. Motion seconded. No discussion on motion. All in favor, motion carried.**

#### **Staff Reports and Requests:**

##### **5. Manager's Report – Steve Forrester**

Mr. Forrester reported: COVID news for Crook County is good, we are moving to low risk from high risk and will continue working with the Crook County Health Department. There will be a Central Oregon Cities Organization ZTEL meeting this Thursday at 7:10AM. The strategic planning executive session workshop was cancelled last night until we could have greater Council participation. There are sidewalks outside of city hall getting repaired to avoid tripping hazards. The Chief has tours scheduled for the new police facility scheduled tomorrow. Meadow Lakes will be resuming the irrigation project and is expected to be completed by mid-April.

Mayor Beebe announced that we received LOC calendars and he put one in each of the councilor's mailboxes.

##### **6. Basketball Courts Update – Eric Klann**

Mr. Klann provided background information on the proposal to reconstruct the basketball courts on Fairview. Mr. Klann explained that he was curious to see what contributions to the proposed project would look like and sent emails out to many organizations in the community. He

received many responses and looks like it is going to be able to happen and how great it is to see a variety of work being donated or significantly reduced for the project. The Crook County Parks & Recreation Department is going to contribute \$15,000. Public Works is asking Council to allow Public Works to do a portion of the work by removing asphalt.

Councilor Uffelman thanked Mr. Klann and staff for taking the bull by the horns and moving this project forward.

**Councilor Uffelman made a motion to support in kind donations and up to \$2,500 from Council Contributions. Motion seconded. Discussions on motion regarding there being \$10,000 remaining in the Council fund. No further discussion. All in favor, motion carried.**

### **Committee Reports**

There were no committee reports.

### **Ordinances:**

None.

### **Resolutions:**

#### **7. Resolution No. 1476 – Authorizing an Intergovernmental Agreement for Crook-Jefferson Emergency Rental Assistance Project – Andrew Spreadborough**

Andrew Spreadborough, NeighborImpact – Deputy Executive Director, explained he is here to speak about an IGA with a proposed joint application for a Community Development Block Grant to support a rental assistance program for those who have been impacted by COVID-19.

The total grant possible is \$600K. NeighborImpact is not asking for City to take on a formal role, since the City of Madras has offered to do this. NeighborImpact would be the administrator. It demonstrates cooperation between different agencies. It would require that recipients would have to demonstrate that they have been impacted by COVID and the payment would go directly to landlords. It will be operated by NeighborImpact, who already has an existing rental assistance program that this could roll into. It is a competitive grant application which there is no guarantee that we would be successful, and we plan to submit in fall. If funds are received it would be specific to Crook and Jefferson Counties.

**Councilor Hutchison made a motion to approve Resolution No. 1476. Motion seconded. No discussion on motion. All in favor, motion carried.**

Councilor Jungmann wanted to take a moment to recognize the Crook County Health Department for all that they have done for the community during the pandemic.

**Visitors Appearances and Requests:**

No written comments were received.

**Adjourn**

**Councilor Papke made a motion to adjourn the meeting. Motion seconded. No discussion on motion. All in favor, motion carried.**

Meeting adjourned at 7:04 P.M.

**Motions and Outcomes:**

Motion:	Outcome	Beebe	Hutchison	Jungmann	Law	Merritt	Papke	Uffelman
Consent Agenda	PASSED	Y	Y	Y	-	Y	Y	Y
Appointment of Marv Sumner to Budget Committee Vacancy	PASSED	Y	Y	Y	-	Y	Y	Y
Motion to support in kind donations and up to \$2,500 from Council Contributions.	PASSED	Y	Y	Y	-	Y	Y	Y
Resolution No. 1476 – Authorizing an Intergovernmental Agreement for Crook-Jefferson Emergency Rental Assistance Project	PASSED	Y	Y	Y	-	Y	Y	Y
Adjourn Meeting	PASSED	Y	Y	Y	-	Y	Y	Y

Public Records Disclosure

Under the Oregon public records law, all documents referred to in this session are available at the City’s website. [www.cityofprineville.com](http://www.cityofprineville.com). An electronic copy of the meeting packet is available for download at [www.cityofprineville.com/packets](http://www.cityofprineville.com/packets). A full recording of this meeting is available at [www.cityofprineville.com/meetings](http://www.cityofprineville.com/meetings)



### SECONDHAND LICENSE APPLICATION

<b>Business Name:</b> CHOICES RETAIL THERAPY	<b>Business Location &amp; Mailing Address:</b> 375 <del>NE</del> NE Court St. Prineville, OR 97754
<b>Business Phone:</b> 541.504.7535 ext.	<b>Email:</b> darla@choicesrecovery.org
<b>Person Responsible:</b> Darla Byus	<b>Home Address:</b> [REDACTED] Prineville, OR 97754
<b>Date of Birth:</b> 09.13. [REDACTED]	<b>Drivers License &amp; Issuing State:</b> [REDACTED] OR
<b>Emergency Contact:</b> Kim Atkinson	<b>Emergency Phone:</b> 541 [REDACTED]
<b>Describe nature of business and goods to be sold:</b> <u>second hand goods</u> clothing (men, women, children) shoes, Adults, Bedding, small household goods (tables, dishes, towels) small household furniture (lamps, tables) Books	
<b>Indicate Hours of Operation For Each Business Day:</b> 10-3 10-3 10-3 10-3 10-3      ☒      ☒ TUE, WED, THUR, FRI, SAT      SUN      MON	
I hereby swear that the above information is true and accurate to the best of my ability.	
<b>Signature of Applicant:</b> <u>[Signature]</u>	<b>Date:</b> <u>3/9/2021</u>
<b>Planning Approval:</b>	<b>Police Dept. Approval:</b>
<b>Admin. Approval:</b>	<b>City Council Approval:</b>
<b>License Mailed:</b>	<b>Valid From:</b>





# Prineville Police Department

400 NE THIRD STREET ♦ PRINEVILLE, OREGON 97754

Nicole Bigelow, Evidence

Phone: (541)447-4168

FAX: (541) 447-8619

[nbigelow@prinevillepd.org](mailto:nbigelow@prinevillepd.org) Web Site: [www.cityofprineville.com](http://www.cityofprineville.com)

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March 17, 2021

City Council,

Please see the attached list that has been sent to the Central Oregonian. These items were published in the paper for four consecutive weeks. The four weeks has been completed. I will be destroying items that have no value. Items that have value will be sold at a public yard sale held by the Prineville Police Department in the near future. Revenue generated from this event will be allocated to community outreach programs such as Shop with a Cop or Random Acts of Kindness.

I am requesting that the City approve this list for both advertisement and ending distribution purposes.

Sincerely,

Nicole Bigelow  
Evidence Technician



# Prineville Police Department

400 NE THIRD STREET ♦ PRINEVILLE, OREGON 97754

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Phone: (541)447-4168

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January 21, 2021

The Prineville Police Department has in its possession the unclaimed personal property described below. If you have any ownership interest in any of the unclaimed property, you must file a claim with the Prineville Police Department within 30 days from the date of publication of this notice, or you will lose your interest in that property. Contact information for the Prineville Police Department Evidence Technician is 541-447-4168 or [nbigelow@prinevillepd.org](mailto:nbigelow@prinevillepd.org). All items will be posted for 30 days and then either sent to auction with Propetryroom.com or donated to local charities.

Thank you,

Nicole Bigelow

Generator  
Youth MADD Gear BMX Bike  
14" Chain Saw  
Mongoose Bicycle  
Magna Bike  
Black Bike w/ Red Wheel  
Schwinn Bicycle Cross Fit  
Men's Mongoose Mtn Bike  
Men's Roadmaster Mtn Bike  
Truck Work Box – Tool Box  
Youth MBX BCA Bike  
Rodmaster Granite Peaks Mtn Bike  
Huffy Stone Mountain II Bike  
Beach Cruiser Bike  
Skateboard  
Murray Mtn Bike  
Fuzion Scooter  
Boy's BMX Style Bike  
Huffy Bike with Basket  
Orange Trail Tough Bike  
Sun Shade Tent  
Gary Fisher Orange Mtn Bike  
Leopard Print Backpack  
Canopy Frame  
Strider Balance Bike

Blue Bicycle  
Wallet w/ cards (Joseph Cohee)  
Oregon Driver's License – Katie Sherman  
Oregon Driver's License – Jessica Aman  
Wallet – Cindy Legg  
Wallet w cards – Brandi Frierhood  
Currency  
Skateboard  
Silver Ring w/ Possible Diamonds  
Lanyard w/ Keys  
Currency  
1" Drive Air Wrench  
Multi Colored Backpack w/ Misc Items  
Makita Drill  
IPhone  
Gold Ring w/ Diamond  
Coins  
Cross Bow in Bag  
Black LG Cell Phone  
Black IPhone with case  
BG Fixed Blade Knife  
Backpack w/ Clothes and Personal Belongings  
Keys and Key Chains

**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 \_\_\_\_ 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
<b>Task 1 Survey</b>		<b>\$24,045.00</b>
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	
<b>Task 2 Environmental Services</b>		<b>\$51,690.00</b>
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	
<b>Task 3 Contingency Environmental Services</b>		<b>\$24,871.00</b>
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	

<b>Task 4 Utility Coordination</b>			<b>\$7,455.00</b>
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	
<b>Task 5 Geotechnical Design Services</b>			<b>\$35,142.00</b>
5.1	Carlson Geotechnical – Geotechnical Investigation and Report	\$32,472.00	
5.2	Coordination and Review of Information	\$2,670.00	
<b>Task 6 Combs Flat Road – Segment 1A Construction Documents</b>			<b>\$73,411.00</b>
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	
<b>TOTAL</b>			<b>\$216,614.00</b>

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



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 mapping<sup>1</sup> 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.

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<sup>1</sup> 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<sup>2,3</sup> 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.

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<sup>2</sup> 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.

<sup>3</sup> 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](mailto:bwilcox@carlsontesting.com)

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

Doc ID: G:\GEOTECH\Proposals\2020 Proposals\Combs Flat Road Extension - Prineville\003 - Proposal\GP9079.docx

**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:**

<b>Geotechnical Investigation Report (Section 5.0)</b>	Fixed Fee: <b>\$29,520</b>
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**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: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Firm: \_\_\_\_\_ Email: \_\_\_\_\_

Physical Address: \_\_\_\_\_

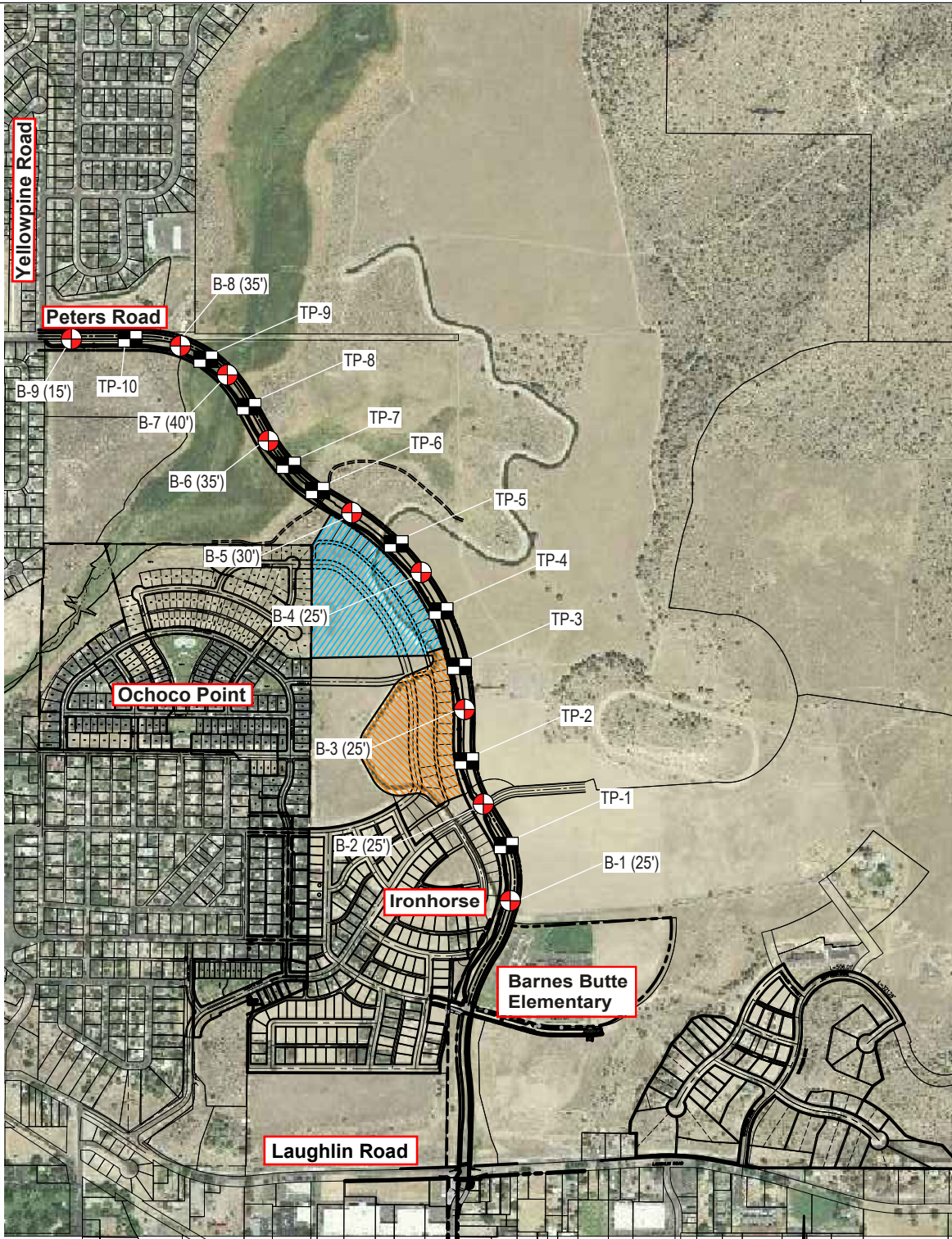
Send Invoices to:  Email  
 Physical Address  
 Billing Address: \_\_\_\_\_

**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/bmw

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 access considerations, and utility locating results.

1 Inch = 1000 Feet





## 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 60<sup>th</sup> 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 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.



# 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 <sup>1</sup>
Per Diem	Project location dependent
Hourly Services Overtime <sup>2</sup>	Hourly Rate x 1.5

<sup>1</sup> 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.

<sup>2</sup> 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.

**RESOLUTION NO. 1478  
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION PROVIDING THE CITY OF PRINEVILLE AUTHORIZATION TO  
EFFICIENTLY MINIMIZE OR MITIGATE THE EFFECTS OF THE COVID-19  
PANDEMIC**

**Whereas**, COVID-19 was declared a pandemic by the World Health Organization on March 11, 2020; and

**Whereas**, COVID-19 are a group of viruses that can cause respiratory disease, with the potential to cause serious illness or loss of life for individuals with underlying health conditions; and

**Whereas**, COVID-19 requires a significant amount of resources at the local level to keep the public and community informed and as safe as possible; and

**Whereas**, on March 8, 2020, Oregon Governor Kate Brown declared a state of emergency due to the COVID-19 outbreak in Oregon (Executive Order 20-03), finding that COVID-19 has created a threat to public health and safety, and constitutes a statewide emergency under ORS 401.025(1); and

**Whereas**, on March 13, 2020, the President of the United States, Donald J. Trump, declared the COVID-19 outbreak a national emergency; and

**Whereas**, on March 13, 2020, the Crook County Court declared a state of emergency relating to COVID-19 in Crook County, Oregon; and

**Whereas**, on March 13, 2020, the City Council of Prineville declared a state of emergency as a result of the COVID-19 pandemic per Resolution 1429; and

**Whereas**, on April 7, 2020, the City Council of Prineville continued the State of Emergency as a result of the COVID-19 pandemic per Resolution 1433, which expired on April 30, 2020 at 11:59 p.m.;

**Whereas**, on April 28, 2020, the City Council of Prineville continued the State of Emergency as a result of the COVID-19 pandemic per Resolution 1434, which expired on May 31, 2020 at 11:59 p.m.; and

**Whereas**, on May 26, 2020, the City Council of Prineville continued the State of Emergency as a result of the COVID-19 pandemic per Resolution 1440, which expired on June 30, 2020 at 11:59 p.m.

**Whereas**, on June 23, 2020, the City Council of Prineville continued the State of Emergency as a result of the COVID-19 pandemic per Resolution 1449, which expired on July 31, 2020 at 11:59 p.m.

**Whereas**, on July 28, 2020, the City Council of Prineville continued the State of Emergency as a result of the COVID-19 pandemic per Resolution 1454, which expired on August 31, 2020 at 11:59 p.m.

**Whereas**, on August 25, 2020, the City Council of Prineville continued the State of Emergency as a result of the COVID-19 pandemic per Resolution 1455, which expires on September 30, 2020 at 11:59 p.m.

**Whereas**, On September 22, 2020, the City Council of Prineville continued the State of Emergency as a result of the COVID-19 pandemic per Resolution 1458, which expires on October 31, 2020 at 11:59 p.m.

**Whereas**, On October 27, 2020, the City Council of Prineville continued the State of Emergency as a result of the COVID-19 pandemic per Resolution 1462, which expires on November 30, 2020 at 11:59 p.m.

**Whereas**, On November 10, 2020, the City Council of Prineville continued the State of Emergency as a result of the COVID-19 pandemic per Resolution 1463, which expires on December 31, 2020 at 11:59 p.m.

**Whereas**, On December 8, 2020, the City Council of Prineville continued the State of Emergency as a result of the COVID-19 pandemic per Resolution 1466, which expires on January 30, 2021 at 11:59 p.m.

**Whereas**, On January 26, 2021, the City Council of Prineville continued the State of Emergency as a result of the COVID-19 pandemic per Resolution 1473, which expires on February 28, 2021 at 11:59 p.m.

**Whereas**, On February 23, 2021, The City Council of Prineville continued the State of Emergency as a result of the COVID-19 pandemic per Resolution 1465, which expires on March 31, 2021 at 11:59 p.m.

**Whereas**, the unknown duration of the COVID-19 pandemic will have significant financial impact to the community; and

**Whereas**, pursuant to ORS 401.309(1), the governing body of a city may declare, by ordinance or resolution, that a state of emergency exists within the city; and

**Whereas**, pursuant to Prineville City Code 31.05, the City of Prineville City Council may declare a state of emergency and may redirect city funds for emergency use or order such other measures as are found to be immediately necessary for the protection of life and/or property.

**NOW, THEREFORE**, the City of Prineville resolves and declares the following:

1. A State of Emergency continues to exist in the City of Prineville (City) encompassing all of the areas within city limits.

2. That the City and its officials shall continue to be authorized to take such actions and issue such orders as are determined to be necessary to protect the public and property and to efficiently conduct activities that minimize or mitigate the effect of the emergency as described in Prineville City Code 31.05.

3. The City shall continue to take all necessary steps authorized by law to coordinate response and recovery from this emergency, including, but not limited to, requesting assistance and potential reimbursements from the State of Oregon and the appropriate federal agencies.

4. That emergency procurements of goods and services are authorized pursuant to ORS 279B.080, ORS 279C.335(6), Prineville City Code 31.05, and all other applicable rules.

5. This Resolution and Declaration is effective April 1, 2021 at 12:00 a.m. and shall remain in effect until April 30, 2021 at 11:59 p.m. unless sooner superseded.

Approved by the City Council this \_\_\_\_ day of March, 2021.

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Rodney J. Beebe, Mayor

ATTEST:

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Lisa Morgan, City Recorder

**RESOLUTION NO. 1479  
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION AUTHORIZING THE CITY OF PRINEVILLE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH STATE OF OREGON, ACTING BY AND THROUGH THE OFFICE OF THE CHIEF INFORMATION OFFICER**

**Whereas,** The State of Oregon, acting by and through the Office of the State Chief Information Officer, also known as Enterprise Information Services, Shared Services, Statewide Interoperability Program (“State”) issued a certain purchase order and has entered into an agreement for the provision of Statewide alert and mass notification services in support of its OR-ALERT Initiative (“Contract”); and

**Whereas,** The State intends to fund and provide the notification system at no local cost to eligible political subdivisions for the term of January 1, 2021 through June 30, 2026, and subsequent Contract renewals (if any), contingent upon an appropriation by the Oregon Legislature; and

**Whereas,** ORS 401.305 establishes Emergency management powers of political subdivisions; and

**Whereas,** City of Prineville (“City”) desires to utilize the notification system provided by the State to transmit alerts, notifications, and other official messaging to employees, residents, businesses, and visitors located in or transiting through its city limits, while performing its powers under ORS 401.305; and

**Whereas,** State has prepared an Intergovernmental Agreement (“Agreement”) for City’s consideration; and

**Whereas,** City staff believes it is in the best interest of the City to approve and execute the Agreement;

**Now, Therefore,** the City of Prineville resolves that the Intergovernmental Agreement attached to this Resolution between the City and State is hereby approved and that the Mayor and the City Manager are authorized and instructed to sign such Agreement on behalf of the City.

Approved by the City Council this \_\_\_\_ day of March, 2021.

\_\_\_\_\_  
Rodney J. Beebe, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Morgan, City Recorder

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE STATE OF OREGON, ACTING BY AND THROUGH THE OFFICE  
OF THE STATE CHIEF INFORMATION OFFICER,  
AKA ENTERPRISE INFORMATION SERVICES  
AND THE CITY OF PRINEVILLE**

This Intergovernmental Agreement (the “Agreement”) is made and entered into by the State of Oregon acting by and through the Office of the State Chief Information Officer also known as Enterprise Information Services, Shared Services, Statewide Interoperability Program (hereinafter referred to as the “State”) and the City of Prineville (hereinafter referred to as the “City”), (hereinafter collectively referred to as the “Parties”).

WHEREAS, the State issued a certain purchase order and has entered into an agreement for the provision of Statewide alert and mass notification services in support of its OR-ALERT Initiative, (hereinafter referred to as the “notification system”) by Everbridge, Inc. (hereinafter referred to as the “Contractor”) (“Contract”); and,

WHEREAS, the State intends to fund and provide the notification system at no local cost to eligible political subdivisions for the term of January 1, 2021 through June 30, 2026 and subsequent Contract renewals (if any), contingent upon an appropriation by the Oregon Legislature; and,

WHEREAS, Section 401.305 of the Oregon Revised Statutes establishes Emergency Management powers of political subdivisions;

WHEREAS, this Agreement is an intergovernmental agreement subject to Chapter 190 of the Oregon Revised Statutes. The Agreement does constitute an authorization by a public body under ORS 190.010 for a Party to perform one or more inherent governmental responsibilities for the other Party; and

WHEREAS, the City desires to utilize the notification system provided by the State to transmit alerts, notifications, and other official messaging to employees, residents, businesses, and visitors located in or transiting through their political subdivision, while performing its powers under ORS 401.305.

NOW, THEREFORE, in consideration of the cooperative effort between the Parties contained herein, the Parties agree as follows:

**1. TERM OF AGREEMENT**

This Agreement is effective on the date of execution by the last-signing party and shall remain in effect for the duration of services provided under the Contract, and shall automatically renew as long as the State continues to provide this contractual service to eligible entities defined in this and subsequent contracts.

## 2. DUTIES AND RESPONSIBILITIES

### A. The State:

- I. Has assigned a contract manager for the notification system who will enforce the performance of the Contract terms and conditions and serve as a liaison with the Contractor.
- II. May access any political subdivision's account or organization in the system for purposes of contract management, and to monitor system activity and usage.
- III. Will limit the number of personnel with high-level administrative access credentials to the system, and will take reasonable efforts to prevent the unauthorized disclosure of contact information.
- IV. Will, upon termination of the Contract, distribute the system's Opt In contact data to the City as specified in the Purchase Order Scope of work.
- V. May terminate the Contract with the vendor, at any time, in consultation with the OR-Alert Governance Committee.
- VI. Will provide vendor management activities, on behalf of all Parties, such as quarterly business reviews, issue escalations, engagement with the technical account manager, and others, as required.
- VII. Will work with the Contractor to establish and implement change management procedures.
- VIII. May conduct an audit, to identify any failures and/or deficiencies of the system and that the usage of the system meets guidelines established by the OR-Alert Governance Committee and policies and procedures outlined by the State. Audit findings will be shared with system administrators, community leaders and responsible partners. Each City will have 90 days to develop plans to address issues or deficiencies noted in the audit. Failure to correct issues or deficiencies may result in a City's access to system being suspended or revoked per the OR-Alert governance process.
- IX. Will provide the Oregon Office of Emergency Management with access to all available "opt-in" contact data in the system for the sole purpose of launching an emergency notification to the public resulting from a catastrophic natural or technological disaster, a widespread public health emergency, an imminent or actual attack of a foreign military power, or a similar emergency where a delay to coordinate locally-initiated notifications would endanger the health and safety of the State's population.

- X. May require certain notification subscription options be set to “mandatory” in a subdivision’s public-facing opt-in portal, including but not limited to:
  - Tornado Warnings
  - Flash Flood Warnings
  - Severe Weather Warnings
  - Statewide Notifications
  - Countywide Notifications
- XI. The State will provide and maintain statewide governance for the OR-Alert System, including:
  - Regularly scheduling OR-Alert Governance Meetings.
  - Providing administrative support for Governance Meetings.
  - Providing written minutes and/or recordings of Governance Meetings.
  - Assisting OR-Alert Governance Committee Leadership in preparing and distributing meeting agendas.
  - Encouraging active participation of participating organizations in Governance Committee meetings.

**B. CITY OF PRINEVILLE**

The City:

- I. Has read and acknowledges the terms and conditions of the State’s Contract, which is attached hereto, and shall abide by the terms of the Contract, specifically: the Contractor’s End User License Agreement, and the Contractor’s Acceptable Use Policy, available via <https://www.everbridge.com/about/legal/acceptable-use-policy/>.
- II. Shall place a “powered by OR-ALERT” icon that will encompass no less than 10% of the banner image of the City’s public-facing opt-in portal(s) for continuity with statewide branding.
- III. Shall abide by future “branding” guidelines and other operating policies and procedures established by the OR-ALERT Governance Committee and the State.
- IV. Shall limit use of the system to transmitting alerts, notifications, and other official messaging to its own employees, contractors, partners, and volunteers, and opt-in contacts, unless the Agency has been approved for a “public alerting organization” in which case it will limit use of the organization’s public alerting capabilities to the following categories of notifications:
  - a. Population protective actions, such as evacuation orders, shelter-in-place warnings, boil water notices, and similar actions;
  - b. Emergency preparedness and response information, such as the availability of sand bag stations for flood-fighting efforts,



notification of planned or anticipated disruption of municipal services & municipal or commercial utilities, the establishment of emergency shelters, implementation of curfews and other law enforcement security measures, the designation of security zones around specific planned events, the establishment of up to 5 keywords (additional keywords may be available for a fee) for event-specific messaging, and other similar messaging that conveys a change in the City's steady-state operational posture;

- c. Disaster recovery information, such as the location of disaster recovery centers, availability of voluntary agency or governmental disaster recovery assistance, and updates on debris clearance and the allowance of re-entry into a portion of a City's jurisdiction impacted by a disaster.
- d. Emergency preparedness exercises, including operational tests of notification capability and public notification of functional or full-scale public safety and emergency management exercises occurring within the City's jurisdiction.
- e. Law enforcement searches, for a missing person or a manhunt for escaped convicts or suspects evading arrest.
- f. Automated weather warnings, provided by the National Weather Service.
- g. Non-Weather Messages (NWMs) that the City is authorized to broadcast via their IPAWS Alerting Authority, including a Civil Danger Warning, Civil Emergency Message, Fire Warning, Hazardous Materials Warning, Local Area Emergency, 911 Telephone Outage Emergency, Nuclear Power Plant Warning, Radiological Hazard Warning, and future NWM's that may become available.
- h. Other categories that may be approved by the OR-Alert Governance Committee in the future.

V. Acknowledges that access to Integrated Public Alert and Warning System (IPAWS) and Emergency Alert System (EAS) initiation features available in the system is contingent on the Organization:

- a. Acquiring and maintaining its Collaborative Operating Group (COG) license from the Federal Emergency Management Agency (FEMA); and,
- b. Complying with all IPAWS related policies, procedures, and guidelines established by the Federal Emergency Management Agency (FEMA).
- c. Coordinating with and receiving approval from the Oregon Office of Emergency Management for IPAWS Alerting Authority within Oregon.

- VI. Shall supply the State with requested information about any existing or recent local contracts for mass notification services, for the purpose of developing quantitative cost impact and qualitative notification capability measures in support of legislative budget requests for continued funding of the initiative.
- VII. Shall develop a written Standard Operating Procedure (SOP) that governs access to and use of the notification system within the City, to include, at minimum, the following topics:
  - a. Defining the account administrator(s) (minimum of 2);
  - b. Defining procedures for requesting administrative and user access within the City and the training requirements for granting such access;
  - c. Establishing a message drafting and approval process;
  - d. Discussing the difference between “opt-in” and “opt-out” contact data, limiting the use of “opt-out” data to imminent or actual life threatening emergencies, and considering the time of day when initiating notifications that use “opt-out” data; and,
  - e. Specifying the responsibility and frequency of periodically reviewing all administrative user accounts within the City account to validate the continued relationship and need for access of each current user.
  - f. Mutual Aid considerations

The SOP must be developed within ninety (90) calendar days of the effective date of this Agreement and submitted to the State for review and approval.

- VIII. Shall revoke access to the system for any user who voluntarily separates from employment or affiliation with the City within 24 hours.
- IX. Shall immediately revoke access to the system for any user who involuntarily separates from employment with the City.
- X. Shall only permit authorized users to access the system via City - owned electronic devices at all times, unless such limitation would prevent the sending of a message in an imminent or life threatening emergency.
- XI. Shall send a representative to participate, in person or via teleconference, in OR-ALERT Governance Committee Meetings at least twice a year.
- XII. Shall include emergency notifications procedures in applicable drills, exercises, or trainings at least biennially.
- XIII. Shall work with local telecommunications providers to determine network capacity to deliver messages within the jurisdiction.
- XIV. Shall revalidate any and all subscriber Opt-In information at least annually.

- XV. Shall follow established change control management procedures as defined by the State.
- XVI. Acknowledges that the Contractor provides additional notification system capabilities and services, as well as the ability to add additional organizations to the system which are not covered under the State's Contract for the notification system (hereinafter referred to as "non-covered services"). If the City desires to enhance its notification capabilities by adding non-covered services to its organization(s), then the City will be responsible for any additional costs incurred as a result of adding those services, plus any costs arising from technical support of the non-covered services. The City will notify the State of its desire to add non-covered services. The State will evaluate the proposal, and if in the opinion of the State, the change will significantly affect other users of the system, the State will seek OR-Alert Governance Committee endorsement of the change before approving the proposal.
- XVII. Shall address audit findings related to system management and communication issues as set forth in the required improvement plan(s) within 90 days from receipt of audit findings.
  - a. Failure to adequately address findings may result in access to the system being suspended or removed subject to the OR-Alert Governance Process
- XVIII. Acknowledges that it may be one of many entities participating in the Program and shall work cooperatively and in good faith with the State, the Contractor, and all other entities and their agents.
- XIX. Acknowledges that a failure to follow established OR-ALERT policies, procedures, and guidelines may result in immediate revocation of access to the system.

**3. POINTS OF CONTACT**

The Parties shall direct all matters arising in connection with the performance of this Agreement to the attention of the respective contact person(s) named below for resolution or action:

**For the State:**

William Chapman,  
 Statewide Interoperability Coordinator  
 1177 Center St. NE  
 Salem, OR 97302  
 Telephone: 971-283-4607  
 Email:

**For the City:**

James Wilson  
 IT Director  
 1251 NE Elm St.  
 Prineville, OR 97754  
 Telephone: (541)447-4168  
 Email: jwilson@cityofprineville.com

**4. TERMINATION OF AGREEMENT**

The Parties may terminate this Agreement at any time upon thirty (30) calendar days' written notice to the contact person(s) specified herein.

**5. LIABILITY**

Each Party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity. Nothing herein shall be construed as consent by either Party to be sued by third parties.

**6. ATTACHMENTS**

The following attachments are incorporated hereunto by reference:

A. Attachment 1 – Definitions

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates appearing beneath their respective signatures.

**STATE OF OREGON, ACTING BY AND  
THROUGH THE OFFICE OF THE STATE  
CHIEF INFORMATION OFFICER aka  
ENTERPRISE  
INFORMATION SERVICES**

**CITY OF PRINEVILLE**

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Date**

By: \_\_\_\_\_

**Jason Beebe,  
Mayor**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Steve Forrester,  
City Manager**

\_\_\_\_\_

**Date**

## Attachment 1 – Definitions

**Account** – An account is the access point to the web-based Everbridge Mass Notification Solution which is an integrated component of Everbridge’s Unified Critical Communication Suite (“Everbridge Platform”). Accounts are segmented into Organizations and are typically segmented further into numerous groups.

**Contact** – Individuals who may receive notifications from or through the notification system, including any individual person who provides their personal contact information through an opt-in portal.

**Opt-In** – The process whereby a contact subscribes to receive notifications through an organization-specific web portal, or by sending the Subdivision’s keyword(s) or zip code(s) to an established SMS short code.

**Opt-Out** – Contact and address point data loaded into the Everbridge Platform by a political subdivision without the intervention of the contact.

**Organization** – In the Everbridge Platform, an organization (“Org”) contains a contact database and the capability to send notifications. Each Org has a mapping feature that allows users to send notifications based on registered locations of contacts. Orgs can be configured with a variety of settings and users can view and create numerous reports.

**The State** – refers to the Department of Administrative Services, Office of the State Chief Information Officer aka Enterprise Information Services, Shared Services, Statewide Interoperability Program in coordination with the Oregon Office of Emergency Management.

**User** – Individuals assigned roles and granted permission to manage users, manage contacts and groups, edit settings, and/or send notifications within the Everbridge Platform.