

**RESOLUTION NO. 1587
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION APPROVING A PERSONAL SERVICES AGREEMENT WITH
CASCADE GEOENGINEERING, LLC REGARDING ENGINEERING SERVICES**

Whereas, the City of Prineville (“City”) requires engineering services to assist with the preparation of bid documents for a new dedicated Aquifer Storage and Recovery Well #2 (“ASR #2”) to be located immediately south of US Highway 126 from the Prineville Municipal Airport.

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.

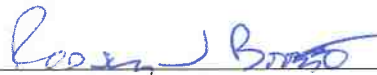
Whereas, Cascade Geoengineering, LLC, has provided the attached material marked as Exhibit A and incorporated herein.

Whereas, City Council finds that Cascade Geoengineering, 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 Cascade Geoengineering, LLC, to provide engineering services related to the ASR #2 Well and Pump Station Design, including backup generator and interconnection with new 30-inch City distribution system, and authorizes the City Manager to execute, on behalf of the City, such contract and any other related documents.

Approved by the City Council this 23rd day of January, 2024.



Rodney J. Beebe, Mayor

ATTEST:



Lisa Morgan, City Recorder

Proposal - Work Order
City of Prineville
Professional Services Agreement



CASCADE
GEOENGINEERING

21145 Scottsdale DR, Bend, Oregon 97701
370-907-4162 newtonjim@hotmail.com

December 18, 2023

Casey Kaiser, Public Works Director
City of Prineville
387 NE Third Street
Prineville, Oregon 97754

**RE: ASR #2 WELL AND PUMP STATION DESIGN, INCLUDING BACKUP GENERATOR &
INTERCONNECTION WITH NEW 30-INCH CITY DISTRIBUTION SYSTEM, CITY OF
PRINEVILLE, CROOK COUNTY, OREGON**

This Work Order has been prepared by Cascade Geoengineering, LLC (CGE) to provide the City of Prineville (Client) a scope of services and cost estimate consistent with the attached Exhibit A (Standard Terms and Conditions) and Exhibit B (Fee Schedule) for work to be performed in the below tasks.

Scope of Services: CGE will provide the following tasks 1-7 related to the design and preparation of bid documents for a new dedicated Aquifer Storage and Recovery Well #2 (ASR #2) to be located immediately south of U.S. Hwy 126 from the Prineville Municipal Airport. The New ASR #2 Well will be installed at the location of the existing Millican test boring #5. These tasks are estimated to be completed by May 15, 2024 for the bid document to be available to the City for integration into a City municipal public bid document and circulated for public bid. The below tasks include up to the award of the bid to the winning City municipal public bid. Additional work will be required to support and provide oversight of the awarded ASR #2 project and will be included in a subsequent proposal.

Tasks:

1. CGE will coordinate with Client to review the currently operational Heliport Well, which operates as the City's sole ASR well. The Heliport Well was installed prior to being used as an ASR well, and, since the Heliport Well site was constructed several modifications to the building and site have occurred to coincide with both the use of the well for ASR activities, but also to improve the building and pump station. These improvements will be reviewed with applicable City personnel to integrate into the new ASR #2 pump station building to allow for an improved functional operational facility that best meets City operational personnel expectations and integrates with existing infrastructure.
2. CGE will conduct preliminary analysis of the previously recorded well test data and **provide** an estimate of groundwater production potential from the new ASR #2 Well, and, in coordination with the Client's water right/ASR permitting consultant (GSI Water Solutions), recommendations for potential planning level ASR #2 production values and permitting requirement options will be determined. A review of this preliminary analysis with the Client, CGE will proceed to work with the Client to develop the site into a new City production well.
3. Based on the results of tasks 1-2 above, prepare a preliminary design of an ASR #2 Well that will accommodate planned ASR injection flows, and potential for future increases in both ASR injection rates, and, subsequent well production withdrawal rate.
 - a. The ASR #2 Well design will be reviewed prior to final size selection of the well pump/motor and related plumbing infrastructure, as two options are generally likely; 1) an ASR #2 Well pumping capacity of around 1,000 gallons per minute (gpm), with an ASR injection rate or roughly 75% of the production capacity (about 750 gpm); 2) an ASR #2 well pumping capacity of around 2,000 gpm, with a planned injection rate of roughly 75% of production capacity (about 1,500 gpm). Based on the planning level production capacity, this rate will be determined with the City and CGE and used for the basis of well development and design.
4. Based on the determined production rates for the new ASR #2 Well design, CGE will coordinate with the Client to develop the building and pump station to be **housed** along with the new ASR #2 Well. The following criteria will be included in the proposed design that includes accommodations for a backup generator sized to match the existing or new Heliport Well backup generator:
 - a. Electrical Engineering:
 - i. Design drawing development:
 1. General design sheet;
 2. Site Plan;
 3. One-Line Diagram;

4. Electrical Plan- (conduit layout, home runs, lighting & recept layout);
 5. Electrical Panel layout;
 6. Grounding Plan & Details
 7. Control Plan
 8. Cable and conduit schedule;
 9. Control panel & PLC layout;
 10. PLC input/output diagram;
 11. Interconnection diagram
- ii. Specification Development.
- b. Geotechnical Engineering:
- i. Site plan evaluation:
 1. Subsurface investigation with backhoe test pits (Client to provide backhoe and operator);
 2. Review of Millican test boring # 5 well log (CROO-54907) for deeper geologic material encountered;
 3. Develop foundation recommendations and analysis report related to the new ASR #2 Well being classified as critical infrastructure. subcontractors the City contracting agent and engineering staff to prepare a preliminary well design and preparation of a bid document. This bid document is intended to include the proposed New ASR #2 and 30-inch pipe water distribution system.
- c. Structural Engineering:
- i. Site plan development for foundation based on recommendations of Geotechnical Engineering report;
 1. Specific building requirements related to physical loads related to reinforced floor design to accommodate a concrete tilt up building; well motor pedestal, and ancillary features;
 2. It is anticipated that a pre-engineering building will be specified to reduce bid requirements for contractors and maintain consistency with recent City wells, including the City's Heliport Well, Millican Well and Water Treatment Facility.
- d. Civil Engineering:
- i. Civil Site plan development will include the following:
 1. Specifications for in-building floor plan layout that includes:
 2. All water piping and water valves, meters appurtenances;
 3. Building heat/cooling requirements;
 4. Chlorination equipment (to match City water system equipment, Accu-Tab chlorination equipment is anticipated);
 5. External building site layout, includes;

6. Security fencing, gates, access;
 7. Site grading and stormwater;
 8. Pump to waste options;
 9. Building elevation (building aesthetic to be coordinated with Client);
- ii. Coordination with PacifiCorp for site electrical improvements required and initiate long-lead time equipment that may be needed.
 - iii. Well water distribution piping to existing City Airport distribution system, currently under construction pipeline is anticipated to be a 30-inch diameter C-900 water pressure main pipeline.
- e. Geologic Well Design:
 - i. Well installation design based on considerations for efficient usage as both an ASR Well, and a long-term production well. The ASR #2 Well design will include:
 1. Specifications for completed well depth;
 2. Well bore diameter;
 3. Well seal, well seal material and seal depth;
 4. Well casing specifications; diameter, wall thickness, interval(s);
 5. Well screen interval, aperture and screen sand filter pack specifications.
5. Based on the completed well design included in the above tasks 1 through 4, prepare and submit to the Client a DRAFT Site Plan Review application to be submitted to the DWS to allow the well to be authorized as a new municipal water supply well. Upon review of the DRAFT DWS site plan review application with the Client, finalize and submit to DWS for processing. NOTE: Submittal of the DWS application requires a processing fee, at this point the Client intends to pay the DWS fees directly, if CGE provides DWS fees, CGE will invoice these fees in accordance with Exhibit B-any DWS fees are not included in this cost estimate.
 6. CGE will coordinate with City contracting agent and engineering staff to prepare a bid document with the final ASR #2 Well and pump station design that includes input and specifications for each engineering and geologic discipline listed above. The ASR #2 Well technical bid package will be provided to the City contracting agent and coordinated to develop a complete City bid package for public circulation to qualified and interested construction contractors. As this task 6 is being developed, it will be determined prior to preparation of bid documents with the City contracting agent if the bid package will be prepared as a competitive, or, a potential *'best overall value' bid*. CGE will participate with City contracting agent and public works staff during bid circulation and award to address potential bid modifications, addenda, bid meetings and potential presentation of bids and bidders to City Council.

7. During the above task 1 through 5, CGE will coordinate with the City and above referenced technical disciplines included in development of the new ASR #2 Well design and big package preparation. The development of the ASR #2 Well design and bid package is **anticipated** to include several review meetings with the City that may include a minimum of the following City team meetings:
- a. Initial Heliport site review meeting;
 - b. Initial, approximate, 20% design review meeting;
 - c. Mid-point check in meeting, considering a 50% design review meeting;
 - d. Near-end design check in and review meeting, considering an approximate 80% design meeting;
 - e. Final pre-bid package design review meeting, considering a complete with potential minor modifications for final bid **package** design of 95% design meeting.
 - f. Complete bid-package design review meeting to review release timing of bid, duration of bid circulation, specific dates for bid circulation milestones, final response and bid submittal timeframe and preliminary award and final award timeframes.

TOTAL OF TASKS 1-7 ABOVE


\$196,081.60

Authorized Client Representative: Steve Forrester

Signature of Client Representative: 

Date of Signature: January 24, 2024

Authorize CGE Representative: James B. Newton

Signature of CGE Representative: 

Date of Signature: December 18, 2023



EXHIBIT A

Standard Terms and Conditions Cascade Geoengineering, LLC

1. **SCOPE.** Cascade Geoengineering, LLC (Consultant) agrees to perform the services described in the letter proposal which incorporates these terms and conditions. In the event of a material change in Consultant's scope of services or Consultant's time or other condition for the performance of services, through no fault of Consultant, the compensation due Consultant and the time allowed for Consultant's performance shall be equitably adjusted. Any such change shall be by a duly executed written instrument. This letter proposal and these terms and conditions, when executed by Client, shall constitute a binding agreement on both parties (the Agreement).
2. **COMPENSATION AND PAYMENT.** Client agrees to pay for the services described in #1, above, in accordance with the compensation provisions in the proposal. Unless otherwise provided for in writing, Consultant shall be compensated for its services at its standard rates and shall be reimbursed for costs and expenses (at a multiplier of 15%) reasonably incurred in its performance of professional services. Consultant shall submit monthly invoices that are due and payable within 30 days of invoice date. On amounts not paid within 30 days of invoice date, Client shall pay interest from invoice date until payment is received at a rate of 1.5 % per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made. If Client disagrees with any portion of an invoice, it shall notify Consultant within 21 days of receipt of the invoice, and shall pay the portion not in dispute.
3. **RESPONSIBILITY.** Consultant is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar **circumstances** at the same time and in the same locality. Consultant makes no warranties or guarantees, either express or implied, under this Agreement or in any report, opinion, document or otherwise, in connection with Consultant's services. Nothing contained in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any other individual or entity. Reports, opinions, and other instruments of Consultant's services under this Agreement are for the sole use of Client and the contents thereof may not be used or relied upon by any other individual or entity without the express written approval of Client and Consultant.

Samples will not be retained for longer than 30 days after submission of our final report, unless the Client requests otherwise in writing, prior to issuance of the final report. Consultant will take reasonable precautions to minimize damage to Client's real property from use of equipment, but we have not included in the fee the cost of restoration, unless specifically included in our scope of work. If the Client desires Consultant to restore the real property to its approximate former condition, Consultant will accomplish this at an additional cost plus 15 percent.

4. **HEALTH AND SAFETY.** Insofar as jobsite safety is concerned, Consultant is responsible solely for his own and his employees' activities on the jobsite, but shall not be construed to relieve Client, Owner or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither professional activities of Consultant, nor the presence of Consultant or his employees and subcontractors, shall be construed to imply Consultant has any responsibility for **methods** of work performance, supervision, sequencing of construction, or safety in, on, or about the jobsite.
5. **OPINIONS OF COST.** Any opinions or estimates of probable construction or implementation costs prepared by Consultant represent Consultant's professional judgment based on our experience and available information. However, since Consultant has no control over the cost of **labor**, materials, equipment, or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from Consultant's opinions, estimates or evaluations of cost.
6. **SCOPE OF CLIENT SERVICES.** Client shall designate in writing a person to act as its representative with respect to Consultant's services; provide all criteria and full information as to Client's requirements for the project; place at Consultant's disposal all available information pertinent to the project and any site where services are to be performed, including the exact location of all subsurface structures, underground tanks, pipes, and utilities; provide or arrange for legal access and make all provisions for Consultant to enter any site where services are to be performed; give prompt written notice to Consultant whenever client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services; and provide any notices required to be given to government authorities in connection with Consultant's services, except for such notices Consultant has agreed in #1, above, to provide. Consultant shall be entitled to rely upon the information, services, and instructions provide by Client and Client's representative. Client agrees that any part or parcel of property to which Consultant is not provided access will not be subject to claim by Client against Consultant under this Agreement.
7. **SUBSURFACE STRUCTURES AND UTILITIES.** Consultant is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions owned by Client or third parties. Consultant will request public utility locates, if applicable to Client's project, in advance, as required by law; public utility locates typically require two full working days advance notice. Client will hold Consultant and Consultant's subcontractors harmless from any loss relating to the location of subsurface structures, underground tanks, pipes, and utilities.
8. **LIMIT OF LIABILITY.** Client agrees that, to the fullest extent permitted by law, Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, this Agreement from any cause or causes, including but not limited to Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the value of Consultant's provided services, as specified in this Agreement. Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused or alleged to be caused by Consultant's negligence, errors, omission, strict liability, breach of contract or warranty, or performance of services under this Agreement.
9. **INDEMNIFICATION.** Consultant agrees to defend, indemnify and hold harmless Client from all claims and reasonable expenses resulting therefrom, including court costs and reasonable attorneys fees (arising solely from services performed by Consultant). If and to the extent that a subcontractor defends and indemnifies client, Consultant shall have no obligation to provide such indemnification. Client agrees to give Consultant prompt notice of any claim or action and shall cooperate with Consultant, or its subcontractor, in the defense of such claim.

Client agrees to defend, indemnify and hold harmless Consultant and its subcontractors from all claims and reasonable **expenses** resulting therefrom, including court costs and reasonable attorneys fees, arising from: (1) environmental conditions whose existence or source was not previously disclosed by Client; (2) the condition of the Client's property; (3) execution of hazardous waste manifests as agents on behalf of the Client, or (4) **otherwise** arising out of the Client's acts, omissions or breach of warranty or representation hereunder. Consultant agrees to give Client prompt notice of any claim or action and shall cooperate with Client in the defense of such claim.

10. HAZARDOUS MATERIALS/ENVIRONMENTAL CONDITIONS. Client acknowledges that Consultant may perform part of the work at facilities that may contain hazardous materials or conditions. Client acknowledges that Consultant is performing professional services for Client and Consultant is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), and that Consultant does not own any **hazardous** waste identified at or removed from the project site. In consideration of the associated risks that may give rise to claims by third parties or employees of Client, Client agrees to indemnify, defend, and hold Consultant harmless (including attorneys' fees) from any and all losses, damages, claims, or actions brought by any third party or employee of Client against Consultant or Consultant's employees, agents, or representatives, in any way arising out of the presence of hazardous materials at the facilities, except for claims shown by final judgment to arise out of the sole negligence of Consultant.
11. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS. Consultant and Client agree that the discovery of unanticipated hazardous materials constitutes a change in the condition of the job site mandating a renegotiation of the scope of work or termination of the project. Consultant and Client also agree that the discovery of unanticipated hazardous materials will make it necessary for Consultant to take immediate measures to protect human health and safety. Consultant agrees to notify Client as soon as practicable if such materials are encountered. Client encourages Consultant to take any and all measures that in Consultant's professional opinion are justified to protect Consultant's personnel and the public. Client agrees to waive any claim against Consultant and to indemnify, defend and hold harmless Consultant from any and all claims arising out of Consultant's encountering unanticipated hazardous materials or suspected hazardous materials. Client agrees to compensate Consultant for all costs associated with such an event based upon **Consultant's** prevailing fee schedule.
12. DISPOSAL OF HAZARDOUS WASTE MATERIALS. Consultant is not responsible for the transportation, handling, storage or disposal of hazardous substances or suspected hazardous substances. It is Client's responsibility to select lawful disposal sites and arrange for the proper transportation to such sites. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal of hazardous or suspected hazardous substances.
13. ASSIGNMENT. This Agreement is binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either Client or Consultant without the prior written consent of the other party.
14. INTEGRATION. These terms and conditions and the letter agreement to which they are attached represent the entire understanding of Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.
15. JURISDICTION. This Agreement shall be administered and interpreted under the laws of the State of Oregon, and

jurisdiction of litigation arising from the Agreement shall be in the State of Oregon. If any part of the Agreement is found to be in **conflict** with **applicable** laws, such part shall be inoperative, null and void insofar as it is in conflict with said **laws**, but the remainder of the Agreement shall be in full force and effect.

16. **SUSPENSION OF WORK.** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. Client may suspend, in writing, all or a portion of the work under the Agreement in the event unforeseen **circumstances** beyond the control of the Client make normal progress in the performance of the work impossible. Consultant may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work. Consultant may suspend work on the project in the event Client does not pay invoices when due. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project.
17. **TERMINATION OF WORK.** Client may terminate this Agreement with seven days' prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven day's prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due. If the Agreement is terminated prior to completion, Consultant shall be entitled to payment for all work performed prior to termination, in accordance with the terms of this Agreement.
18. **DISPUTE RESOLUTION.** Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association (AAA), effective as of the date of this Agreement. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the parties hereto and such persons to be joined. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons shall be specifically enforceable under prevailing arbitration law.

Notice of demand for arbitration shall be filed in writing with the parties to the Agreement and with the AAA within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final.



CASCADE

GEOENGINEERING

EXHIBIT B

Fee Schedule
Professional Services & Expenses
Cascade Geoengineering, LLC
Effective 1/1/2024 thru 12/31/2024

Professional Services

Principal-Senior Engineer/Geologist/CWRE.....	\$165/hour
Staff Engineer/Geologist/CWRE/Environmental.....	\$120/hour
Technician Engineering/Geologic.....	\$90/hour
Graphics/AutoCAD/Draftsman.....	\$90/hour
Administrative Support.....	\$70/hour

Reimbursable Expenses

Project expenses, including equipment rentals, meals lodging, etc., to be reimbursed at a rate of cost plus 15%.

Copies: black and white \$0.05/sheet; color \$0.20/sheet.

Plots to be reimbursed at a rate of \$1.00/square foot.

Mileage reimbursed at \$0.79/mile.

Professional testimony to be billed at twice the stated hourly rate.