



CITY CENTER REVITALIZATION PLANNING COMMITTEE AGENDA
Friday, May 31, 2024 - 2:00 PM
City Hall, Council Chambers, 169 SW Coast Hwy, Newport, OR 97365

All public meetings of the City of Newport will be held in the City Council Chambers of the Newport City Hall, 169 SW Coast Highway, Newport. The meeting location is accessible to persons with disabilities. A request for an interpreter, or for other accommodations, should be made at least 48 hours in advance of the meeting to Erik Glover, City Recorder at 541.574.0613, or e.glover@newportoregon.gov.

All meetings are live-streamed at <https://newportoregon.gov>, and broadcast on Charter Channel 190. Anyone wishing to provide written public comment should send the comment to publiccomment@newportoregon.gov. Public comment must be received four hours prior to a scheduled meeting. For example, if a meeting is to be held at 3:00 P.M., the deadline to submit written comment is 11:00 A.M. If a meeting is scheduled to occur before noon, the written comment must be submitted by 5:00 P.M. the previous day. To provide virtual public comment during a city meeting, a request must be made to the meeting staff at least 24 hours prior to the start of the meeting. This provision applies only to public comment and presenters outside the area and/or unable to physically attend an in person meeting.

The agenda may be amended during the meeting to add or delete items, change the order of agenda items, or discuss any other business deemed necessary at the time of the meeting.

MEET AND GREET WITH PROJECT ADVISORY COMMITTEE

Memorandum
Staff Memorandum

1. COMMITTEE MEMBER INTRODUCTIONS

(Question: Interest in serving, key desired outcomes)

2. TEAM ROLES AND RESPONSIBILITIES - CITY, CONSULTANTS

3. PROJECT OVERVIEW - CONSULTANTS

4. REVIEW SCHEDULE AND UPCOMING DELIVERABLES - CONSULTANTS

5. COMMITTEE ELECTION OF CHAIR AND VICE CHAIR

6. PUBLIC COMMENT

This is an opportunity for members of the audience to bring to the Work Group's attention any item not listed on the agenda. Comments will be limited to three (3) minutes per person with a maximum of 15 minutes for all items. Speakers may not yield their time to others

7. ADJOURNMENT

MEETING MATERIALS

Materials:

[Project Kick-off Presentation](#)

[TGM Consultant Contract](#)

[City Center Revitalization Plan Primer](#)

Memorandum

To: City Center Revitalization Plan Advisory Committee
From: Derrick Tokos, Community Development Director
Date: May 28, 2024
Re: Meet and Greet with Project Advisory Committee

This meeting of the City Center Revitalization Plan Advisory Committee is a precursor to the group's first formal meeting. That is why it is being framed as a "meet and greet" and is scheduled for just one hour. The consulting team will be in Newport to meet with City staff and to walk the city center area, along US 101 and US 20. That will occur before they meet with you at 2:00 pm.

For the meeting, our plan is to ask each committee member to introduce themselves and share with the group why they wanted to serve on this committee and what they see as the key desired outcomes. The consultants will then walk through a PowerPoint presentation that introduces the project team and provides a brief overview of the project. They have also put together an updated project schedule, and will touch upon the topics the Committee will cover at each of its upcoming meetings. Lastly, the Committee will have an opportunity to elect a Chair and Vice-Chair.

A copy of the PowerPoint presentation is enclosed. Tasks described in the presentation are outlined in greater detail in the consulting contract, a copy of which is attached for reference. The last attachment is a single page project primer, in English and Spanish, with staff contact information. We will have hardcopies at the meeting, and hope that you will be willing to share the information with others who might be interested in the project.

Attachments

Project Kick-off Presentation
TGM Consultant Contract
City Center Revitalization Plan Primer



City Center Redevelopment Plan

Project Initiation Meeting and Site Visit
May 31, 2024



AGENDA



WELCOME!

- People (Introductions)
- Purpose (Background, Objectives)
- Place (Study Area, Walking Tour)
- Process (Process, Schedule)

DISCUSSION / NEXT STEPS

PEOPLE: Project Team

Agency Representatives

- Derrick Tokos / City of Newport
- David Helton / ODOT

David Evans and Associates, Inc.

- James (Jim) Hencke ASLA
- Gigi Cooper AICP
- Angela Rogge PE
- Lara Abrams

Urbsworks

- Marcy McInelly AIA
- Elizabeth Nelson, David Berniker

ECONorthwest

- Emily Picha
- Nicole Underwood

JLA

- Brandy Steffen



Project Oversight



Project Management
Land Use / Transportation Planning
Support: Public Involvement, Urban Design, Code



Urban Design, Code Amendments, PI Support



Market, Real Estate, Funding, Implementation Strategy



Public Involvement

City Center Revitalization Planning Committee Members

Name	Stakeholder Group
Rich Belloni	Lincoln County School District
Bob Berman	Planning Commission
Ralph Breitenstein	Pacific Communities Health District
Dustin Capri	Architect, Engineer, or Design Professional
Robert Emond	City Council (alternate)
Brett Estes	Dept. of Land Conservation and Development
Eric Hanneman	Farmers Market Representative
Melony Heim	Lending Institution
Cynthia Jacobi	City Council (primary)
Timothy Johnson	Lincoln County

Name	Stakeholder Group
Judith Jones	Faith Based Organization
Deb Jones	Centro De Ayuda
Rob Murphy	Emergency Services (primary)
Jim Patrick	Area Resident
Wayne Patterson	Local Business Representative
Karen Rockwell	Multi-Family Housing Developer
Tom Sakaris	Emergency Services (alternate)
Laurie Sanders	General Public
Christina/Luke Simonsen	Local Business Representative
Jack Weber	General Public

Established with Council Resolution No. 3992

PURPOSE

Develop land use policies, regulations, financial incentives, to support reinvestment in Newport's City Center.

Identify transportation solutions that compliment proposed land use policies to promote mixed use development to create a live-work environment where residents have convenient access to employment and essential services.

BACKGROUND

Many properties are underutilized or in economic distress with vacant storefronts and aging, poorly maintained buildings.

City established urban renewal district in 2015 to generate funding to revitalize City Center area and has partnered with ODOT on a Transportation System Plan (“TSP”) update (adopted August 2022) to identify how transportation system can be redefined to catalyze economic development and provide infrastructure needed to support additional density.

2022 Newport TSP identified 2 alternatives for improving transportation facilities within Project Area along US 101. This Project must identify which of those alternatives, or variations of the alternatives, will best support Project objectives.

OBJECTIVES

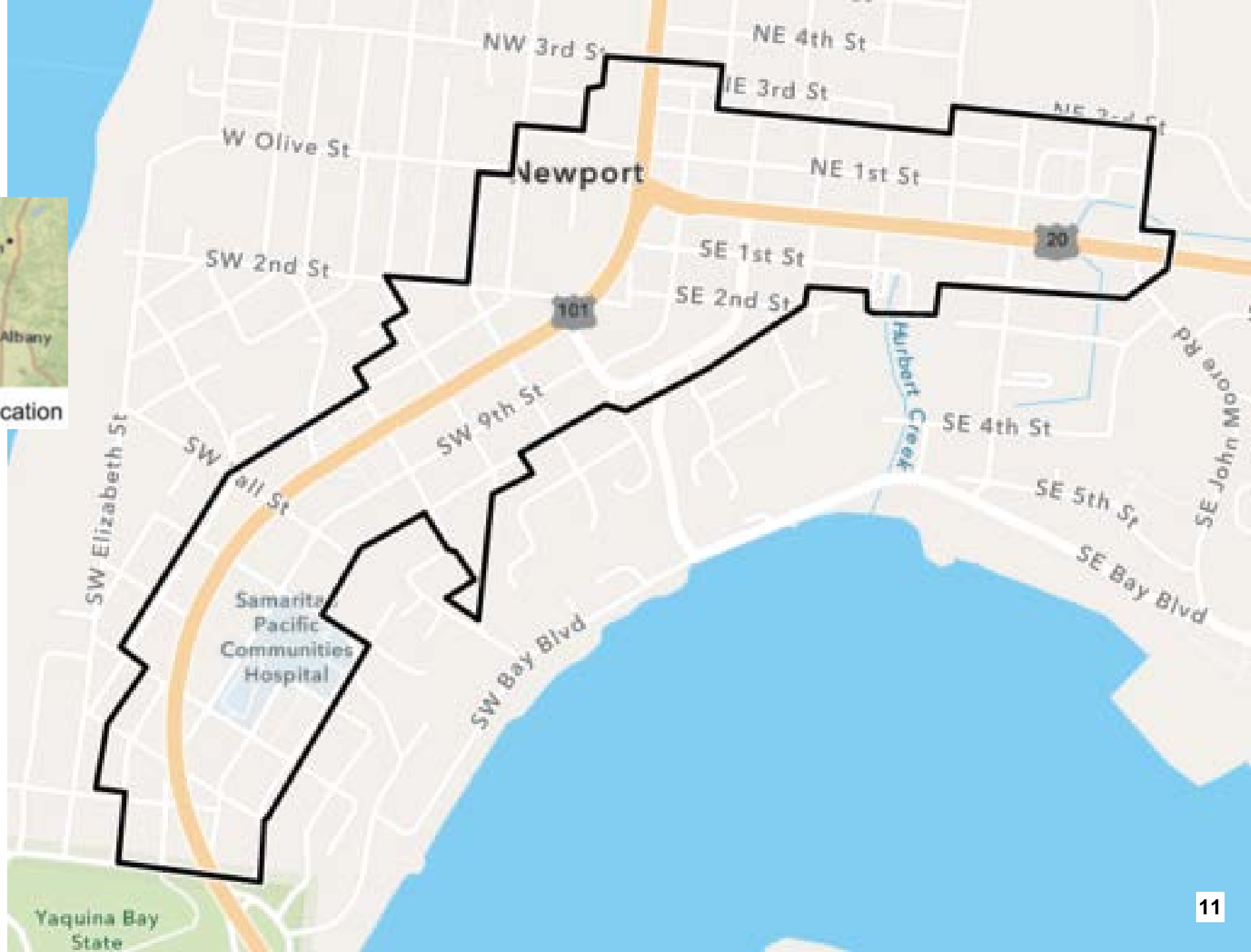
Encourage Project Area development / redevelopment to create a vibrant urban center.

- Explore TSP couplet options for realigning US 101 through City Center - and identify best option to achieve US 101 Focus Area vision
- Develop amendments to City's Comprehensive Plan / Development Code to encourage desired development patterns in US 101 and US 20 Focus Areas
- Identify public investments and incentives to encourage desired development and improve livability
- Newport City Center Revitalization Plan Adoption

PLACE



“...concentrated along US 20/101 commercial corridors between east entrance and Yaquina Bay Bridge.”



PROCESS



Citizen Advisory Committee (CAC)



Targeted Interviews / Events



Project Website



Site Visit / Walking Tour



Memos / Report



PMT Meetings



Public Events (2)



Planning Commission / City Council

TASK

1. Project Management

2. Outreach

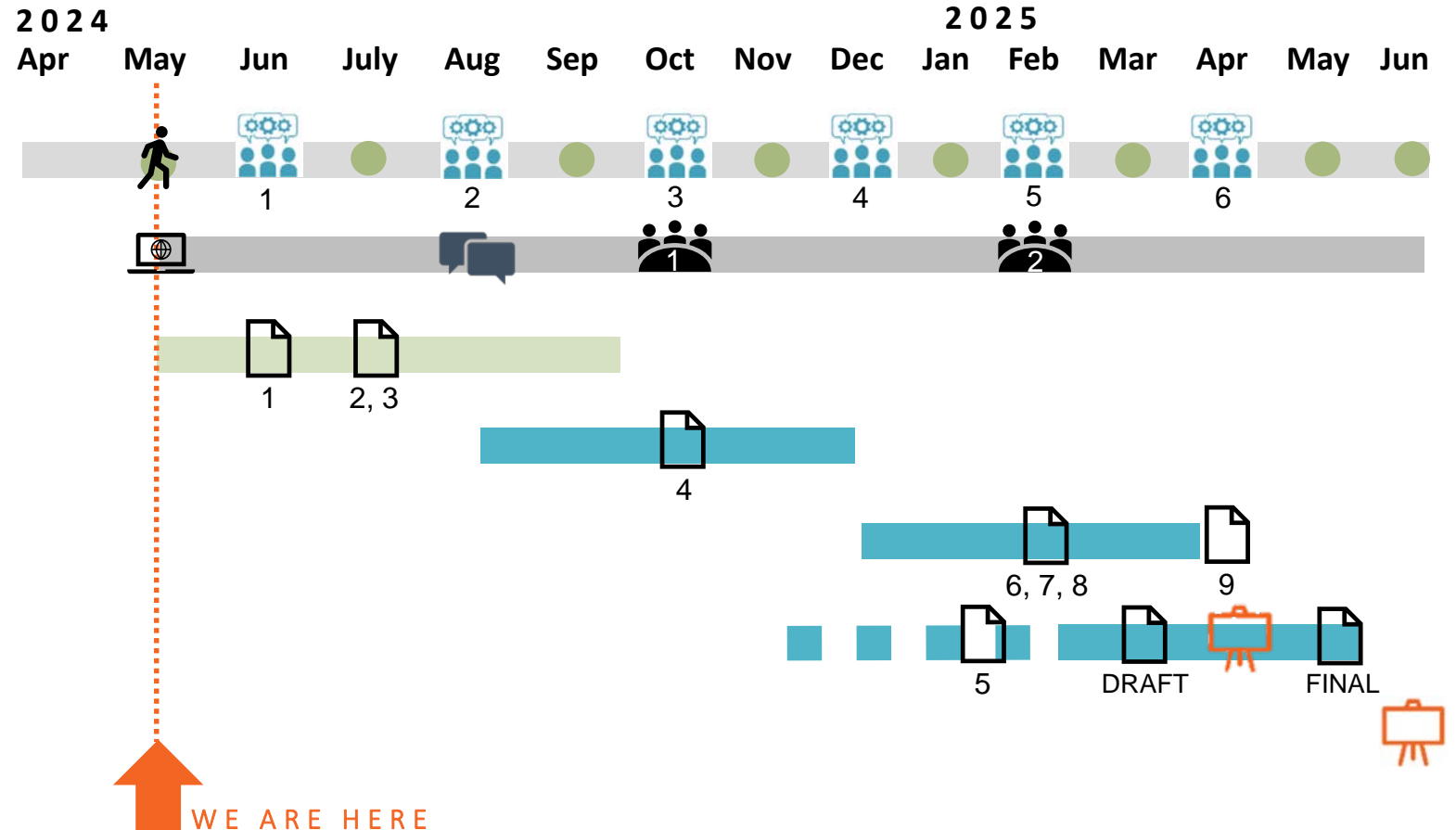
3. Policy Basis for Plan

4. Gap Analysis

5. Plan Implementation

6. Comprehensive Plan / Code Amendments

7. Adoption



CURRENT TASKS

Project Initiation and Outreach	Timeline
Project Management Team Meetings	Monthly
Background Documents and Data	Received
Project Initiation Meeting and Site Visit	5/31/24
Bulleted Summary to Derrick and David	6/05/24
CAC and Interested Parties List	Received
Public Involvement Plan	June
Draft Public Involvement Plan to City and Agency for Review	
Revised PIP Plan	
Project Website Launch	June
Draft initial website materials to City and APM	
Revised initial website materials	
Obtain URL	
Spanish-language landing page	

UPCOMING MEETINGS

Advisory Committee Meeting #1

Detailed Project Overview
Committee Charter
Review and Refine Plan Goals, Objectives, and Project Evaluation Criteria
Rank Relative Importance of Goals and Objectives
Targeted Outreach Interviews

Advisory Committee Meeting #2

Review Existing Conditions Memo (<i>both physical and socio-economic conditions</i>)
Overview of Real Estate Market Conditions and Trends
Identification of Assets, Barriers, and Opportunities

Advisory Committee Meeting #3

Review Gap Analysis (<i>i.e. gap between likely future development and goals/vision</i>)
Strategies for Addressing the Gaps
Materials and Approach to Public Event #1

Advisory Committee Meeting #4

Review Results from Public Event #1
Plan and Code Amendments, Investments, and Incentives Needed to Address Gaps

Advisory Committee Meeting #5

Review Plan and Code Amendment Concepts, Public Investments, Proposed Incentives (<i>Same Day as Public Event #2</i>)
Multi-Modal Impact Assessment

Advisory Committee Meeting #6

Draft Plan and Code Amendments
Finalize Investment and Incentive Recommendations

DISCUSSION / NEXT STEPS

WORK ORDER CONTRACT #: 2 (ORBuys PO #: PO-73000-00005659:3)

PRICE AGREEMENT ("PA") #: B38913 (ORBuys #: PO-73000-00005659)

**Project Name/Location: City of Newport – Newport City Center Revitalization Plan
(TGM File Code: 2D-21)**

This Work Order Contract ("WOC") is entered into by and between the State of Oregon ("State"), by and through its Oregon Department of Transportation ("Agency" or "ODOT"), and **David Evans and Associates, Inc.** an Oregon corporation ("Consultant" or "Contractor").

This WOC incorporates by this reference:

- a. all of the Terms and Conditions contained in Part II of the above referenced PA;
- b. the provisions from the PA Exhibits with the exception of: E, E.1, K;
- c. the attached Statement of Work and Delivery Schedule ("SOW");
- d. Attachment A – Acronyms & Definitions;
- e. Attachment C – Disadvantaged Business Enterprise ("DBE") Provisions;
- f. Attachment C.1 – Committed DBE Breakdown and Certification Form(s)-AE;

Attachment B, the Breakdown of Costs for Services ("BOC") is kept in the WOC file and is not incorporated into the WOC.

WOC EXPIRATION DATE: 06/13/2025. The required schedule for performance under this WOC is specified in the SOW.

DBE - WOC includes federal funds? Yes		DBE Goal: 3%
Certified Small Business Aspirational Target (for State-only funded WOCs over \$100,000, including as amended; see PA Exhibit K): N/A		
Expenditure Account ("EA") # TG21LA15-000-P27	Fed Aid #: 0000(281)	ODOT Key # 20018
The Total Not-to-Exceed ("NTE") amount for this WOC. This total includes: all allowable costs, profit, and fixed-fee amount (if any), shown in Section H.4 of the SOW; and \$0 for contingency tasks, each of which must be separately authorized by Agency.		\$ 364,800.00

This WOC is effective on the date it has been signed by the Parties and all required State approvals have been obtained. No Payment shall be made for tasks and deliverables specified in the SOW of this WOC (collectively, the "Services") that are performed before: i) the WOC effective date and ii) a Notice to Proceed ("NTP") has been issued by Agency.

CONSULTANT CERTIFICATION:

A. Any individual (the undersigned) signing on behalf of Consultant hereby certifies under penalty of perjury:

- (1) Consultant has provided its correct taxpayer identification number to Agency for the above-referenced PA.
- (2) Consultant is not subject to backup withholding because (a) Consultant is exempt from backup withholding, (b) Consultant has not been notified by the IRS that Consultant is subject to backup

withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified Consultant that Consultant is no longer subject to backup withholding.

- (3) The undersigned is authorized to act on behalf of Consultant, the undersigned has authority and knowledge regarding Consultant's payment of taxes, and to the best of the undersigned's knowledge, Consultant is not in violation of any Oregon tax laws. For purposes of this certification, "Oregon tax laws" means: (i) all tax laws of this State, including but not limited to Oregon Revised Statutes ("ORS") 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318; and (ii) any tax provisions imposed by a political subdivision of this State that apply to Consultant, to Consultant's property, operations, receipts, or income, or to Consultant's performance of or compensation for any work performed by Consultant; and (iii) any tax provisions imposed by a political subdivision of this State that apply to Consultant, or to goods, services, or property, whether tangible or intangible, provided by Consultant; and (iv) any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

B. Any individual (the undersigned) signing on behalf of Consultant hereby certifies the undersigned is authorized to sign this WOC and that:

- (1) Consultant has read, understands and agrees to comply with the requirements set forth in the PA and in all Exhibits and other documents incorporated by reference in the PA.
- (2) Consultant understands and agrees that any Exhibits or other documents not physically attached to the PA that are incorporated by reference have the same force and effect as if fully set forth herein.
- (3) Consultant has made all required Conflict of Interest ("COI") disclosures, if any.
- (a) Consultant understands and has provided to all Associates (as defined in the COI Guidelines) the ODOT COI Guidelines and COI Disclosure Form available at: <https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx>. Consultant and, to the best of the undersigned's information, knowledge and belief, Consultant's Associates, are in compliance with and have no disclosures required per the COI Guidelines (as may revised from time to time by Agency); or
- (b) If disclosures regarding this WOC or the related Project are required per the ODOT COI Guidelines, Consultant has made such disclosures to Agency on a properly prepared and submitted COI Disclosure Form and, if determined necessary by Agency, a mitigation plan has been approved by Agency.
- (4) (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this WOC, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," (https://www.gsa.gov/cdnstatic/SFLLL_1_2_P-V1.2.pdf?forceDownload=1) in accordance with its instructions.
- (c) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person

who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (d) Consultant shall require that the language of this certification be included in all subcontracts in excess of \$100,000 at all tiers and that all such subcontractors shall certify and disclose accordingly.
- (5) Consultant has, and gives employees a written notice of, a policy and practice that meets the requirements described in ORS 279A.112. Such policy both prohibits, and prescribes disciplinary measures for, conduct that constitutes sexual harassment, sexual assault and discrimination against employees who are members of a protected class. Consultant agrees, as a material term of the WOC, to maintain the policy and practice in force during the entire WOC term (see additional information and sample policy template at <https://www.oregon.gov/DAS/Procurement/Pages/hb3060.aspx>).
- (6) Consultant has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.
- (7) Consultant is an independent contractor as defined in ORS 670.600 and as described in IRS Publication 1779 (<https://www.irs.gov/pub/irs-pdf/p1779.pdf>).
- (8) In the event that Consultant is a general partnership or joint venture, Consultant signature(s) on this WOC constitutes certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this WOC.

Electronic Signatures.

The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the PA, WOC and amendments, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. Agency reserves the right at any time to require the submission of the hard copy originals of any documents.

Accessibility: The Oregon Department of Transportation is committed to complying with all statutory requirements to ensure that it is providing information that is more accessible to people with disabilities, as required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and 36 C.F.R. 1194 Appendix A. To request reasonable accommodation for access, due to a disability, to information related to this document, please contact the Oregon Department of Transportation’s Procurement Office at POAdministration@odot.oregon.gov or phone #503-986-2710.

CONSULTANT:

Ed Chamberland
Ed Chamberland (Feb 28, 2024 11:24 PST)

Vice President

02/28/2024

Signature & Title

Date

James Hencke
James Hencke (Feb 28, 2024 11:47 PST)

Senior Associate

02/28/2024

Signature & Title

Date

DOJ LEGAL REVIEW for ODOT: Approved by AAG Heather Hamilton via email dated 02/27/2024.

ODOT (Procurement Authority)

Kelsey MAFFEI
Kelsey MAFFEI (Feb 28, 2024 12:56 PST)

Kelsey MAFFEI

02/28/2024

Signature

Print Name

Date

STATEMENT of WORK and DELIVERY SCHEDULE
for
WOC # 2 under PA # B38913
City of Newport
Newport City Center Revitalization Plan

Agency's Project Manager ("APM") for the WOC Name: David Helton Address: ODOT Area 5 2080 Laura Street Springfield, OR 97477 Phone: (541) 726-2545 Email: David.I.Helton@odot.state.or.us	Agency's Contract Administrator for the WOC Name: Same as APM Phone: Email:
Consultant's Project Manager ("PM") for the WOC Name: James Hencke Address: David Evans and Consultants, Inc. 2100 S River Parkway Portland OR 97201 Phone: (503) 223-6663 Email: jahe@deainc.com	Alternate Contact for Consultant Name: N/A Phone: Email:
City's Project Manager ("CPM") Name: Derrick Tokos Address: City of Newport 169 SW Coast Highway Newport, OR 97365 Phone: (541) 574-0626 Email: d.tokos@newportoregon.gov	Alternate Contact for City Name: N/A Phone: Email:

Agency may change the APM designation, Agency's address for invoicing (Section H.5 of this SOW), or both by promptly sending written notice (email notice acceptable) to Consultant, with a copy to ODOT Procurement Office ("OPO"). Changes to Agency's Contract Administrator for the WOC must be done by amendment. Any changes to Consultant's Project Manager must be approved in writing (email acceptable) by Agency. Consultant shall provide written notice (email acceptable) to Agency of any changes to Consultant's other contacts for this WOC.

A. PROJECT DESCRIPTION and OVERVIEW of SERVICES

Agency is contracting with Consultant for Services in connection with the following planning project: the Newport City Center Revitalization Plan ("NCCRP" or the "Project").

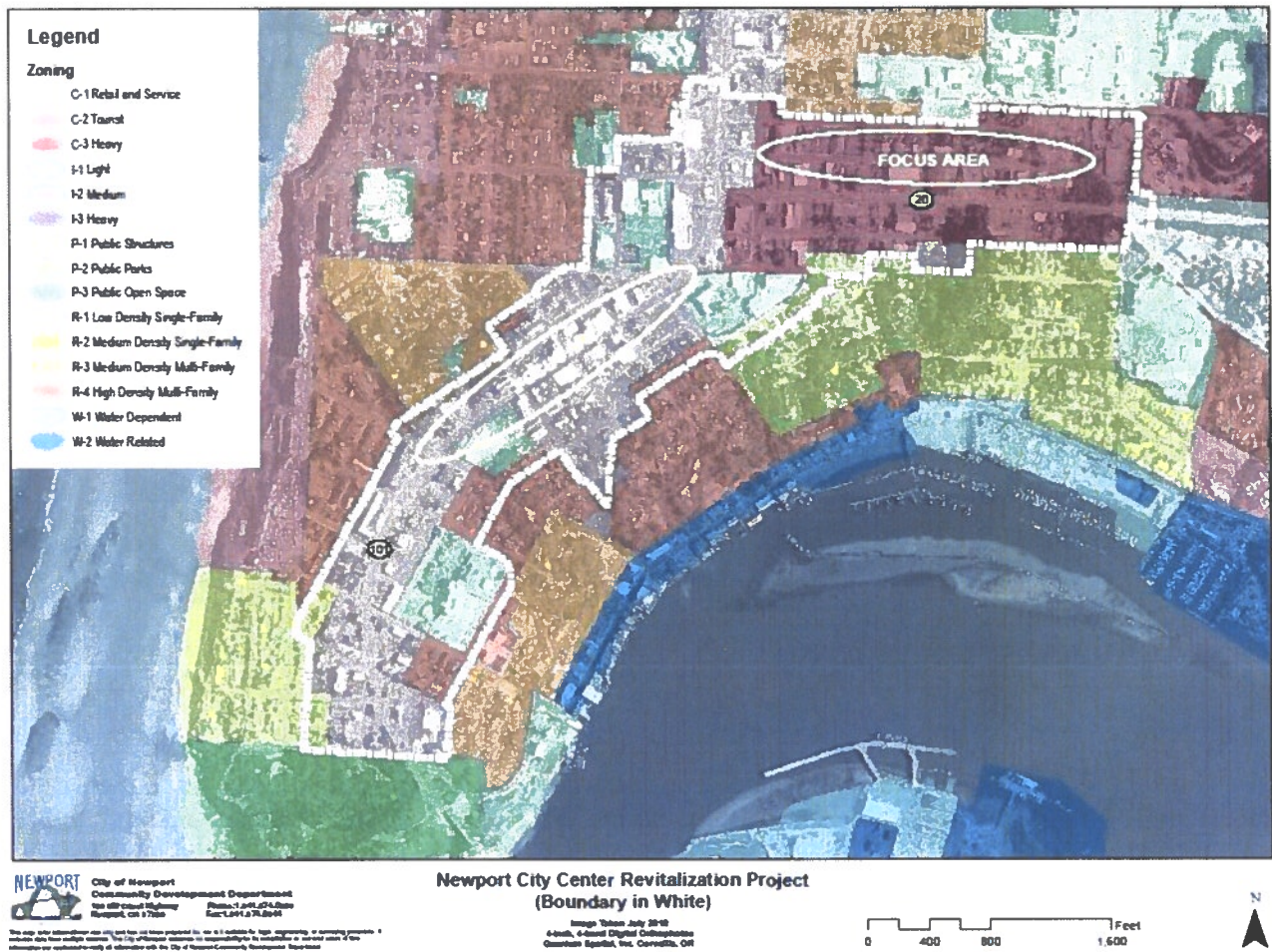
Project Purpose/Transportation Relationship and Benefits

The Project must develop a set of land use policies and regulations, with financial incentives, to support reinvestment in the City of Newport’s (“City”) city center, which is concentrated along the US 20/101 commercial corridors between the east entrance and the Yaquina Bay Bridge. The Project must identify transportation solutions that compliment proposed land use policies to promote mixed use development to create a live-work environment where residents have convenient access to employment and essential services.

Project Area

The Project Area is US Highway 101 and adjacent properties between the north end of the Yaquina Bay Bridge and US Highway 20, and US Highway 20 and adjacent properties between US Highway 101 and the eastern City Limits. The Project Area is shown in Figure 1. The Project Area may vary slightly in Project memoranda.

Figure 1: Project Area



Background

Many of the properties in Project Area are underutilized or in economic distress with vacant storefronts and aging, poorly maintained buildings. The City established an urban renewal district in 2015 to generate funding to revitalize the City Center area and has partnered with ODOT on a Transportation

System Plan (“TSP”) update (adopted August 2022) to identify how the transportation system can be redefined to catalyze economic development and provide infrastructure needed to support additional density. The 2022 Newport TSP identified 2 alternatives for improving transportation facilities within the Project Area along US 101. This Project must identify which of those alternatives, or variations of the alternatives, will best support Project objectives.

Project Objectives

The NCCRP seeks to encourage development and redevelopment in the Project Area to create a vibrant urban center by:

- Refining the 2 TSP options for realigning US 101 through the City Center and identifying the option that best supports desired development patterns in the US 101 Focus Area shown in Figure 1.
- Developing amendments to the City’s Comprehensive Plan and Development Code to encourage desired development patterns in the US 101 and US 20 Focus Areas shown in Figure 1.
- Identifying public investments and incentives needed to encourage desired development and improve livability.

The objective is adoption of the NCCRP that meets all key objectives and expected outcomes identified within this SOW.

B. STANDARDS and GENERAL REQUIREMENTS

1. Standards

The standards, manuals, directives and other guidance applicable to Professional Services and Related Services are referenced below or available on Agency’s webpages linked below and are incorporated by this reference with the same force and effect as though fully set forth herein.

The standards, manuals, directives and other guidance listed below or available on Agency’s webpages are not exhaustive and may not include all applicable standards for a given Project. **Consultant shall be responsible for determining all applicable practices and standards to be used in performing Professional Services and Related Services. Consultant shall inform and demonstrate to Agency if standards, directives or practices required by Agency in performance of the Services are insufficient, in conflict with applicable standards, or otherwise create a problem for the design.** Should the requirements of any reference, standard, manual or policy referenced in the PA or WOC conflict with another, Consultant shall, in writing, request Agency to resolve the conflict.

Unless otherwise specified in a given task, the most current version of applicable standards, manuals, directives and other procedural guidance shall apply. Unless otherwise specified, the system of measurement and language used in all deliverables must be English.

a. Planning, Survey, Preliminary Engineering and Design Manuals, Standards and Guidance:

- **Technical Manuals - alphabetical list**
(<https://www.oregon.gov/ODOT/Engineering/Pages/Manuals.aspx>)
- **Planning Guidance and Resources**
(<https://www.oregon.gov/ODOT/Planning/Pages/Guidance.aspx>)
- **Planning Analysis** (<https://www.oregon.gov/ODOT/Planning/Pages/Technical-Tools.aspx>)

- **Geo-Environmental Guidance** (<https://www.oregon.gov/ODOT/GeoEnvironmental/Pages/Guidance.aspx>)
- **Geometronics Resources & Guidance** (<https://www.oregon.gov/ODOT/ETA/Pages/OCRS.aspx>)
- **Engineering Guidance** (<https://www.oregon.gov/ODOT/Engineering/Pages/Eng-Guidance.aspx>)
- **Standard Drawings and Details** (<https://www.oregon.gov/ODOT/Engineering/Pages/Standards.aspx>)
- **Surveying Manuals & Resources** (<https://www.oregon.gov/ODOT/ETA/Pages/Surveying.aspx>)
- **Technical Guidance** (<https://www.oregon.gov/ODOT/Engineering/Pages/Technical-Guidance.aspx>)
- **ODOT Forms Library** (<https://www.oregon.gov/ODOT/Forms/Pages/default.aspx>)
- **ADA Compliance – Assessment, Design, Inspection.** When the Services under this WOC include **assessment or design (or both)** for curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), Consultant shall:
 - a. Use ODOT standards to assess and ensure Project compliance with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, as amended (collectively “ADA”), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards; and
 - b. Follow ODOT’s processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form.

When the Services under this WOC include inspection of curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), all such inspections shall include inspection for compliance with the standards and requirements in a. and b. above. Inspections must be performed by ODOT certified inspectors (which must include certified environmental inspectors when appropriate). In addition, at Project completion, Consultant shall complete the applicable ramp-specific ODOT Curb Ramp Inspection Form 734-5020(A-G) for each curb ramp constructed, modified, upgraded, or improved as part of the Project. Each completed form must be submitted electronically by clicking the “Submit by E-mail” button on the form (and cc the APM). The forms are documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT’s fillable Curb Ramp Inspection Forms and instructions are available at the following address: <https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

Above references to curb ramps, sidewalks or pedestrian-activated signals also include, when applicable, shared use paths, transit stops, park-and-rides and on-street parking.

b. Website or Web Content Development and Maintenance Standards

Consultant shall perform all required web-related Services in conformance with the **ODOT Web Standards** (available at: <https://www.oregon.gov/ODOT/Pages/Web-Toolkit.aspx>), which is incorporated into this PA with the same force and effect as though fully set forth herein. ODOT shall have ownership and control of Work Products developed by Consultant as set forth in the terms and conditions of the PA, Part II, Section 7 - Ownership of Work Product.

c. ODOT Communications Standards

For any Consultant tasks that require communications functions on behalf of Agency, Consultant shall comply with the ODOT Communications Standards (available at: <https://www.oregon.gov/ODOT/Pages/Web-Toolkit.aspx>) which is incorporated into this WOC with the same force and effect as though fully set forth herein.

2. Software Requirements

In addition to the software requirements set forth in the PA, the following shall apply to this WOC:

- Reserved.

3. Professional Licenses, Registrations and Qualifications

- Registered Professional Engineer

4. General Requirements

The APM (or such other individual identified in specific tasks or as designated in writing to Consultant) is the primary contact on behalf of Agency for this Project.

To the extent possible, all transmittals from Consultant to Agency must include as applicable the Project name and the Project file code.

- Endorsement of Data.** Consultant shall place their official Oregon Registered Engineer seal and signature on all engineering design drawings and specifications furnished to ODOT, as well as any other materials specified in ORS 671.025, 671.379, 672.020(2), 672.025(2), 672.028(2) and 672.605, as applicable, that require such seal and signature.
- Electronic Documents, Digital Seal and Signature.** Consultant shall use ODOT's APM email for electronic submittal and receipt of files as necessary for the Project, unless otherwise agreed upon. All final documents identified in ORS 671.025, 671.379, 672.020(2), 672.025(2), 672.028(2) and 672.605, as applicable, must bear the digital seal and signature of the Oregon registered professional under whose supervision and control they were prepared. Documents must be submitted in the format specified in the WOC for each deliverable and must comply with Oregon Administrative Rule ("OAR") 804-030, OAR 806-010, OAR 809-050 and OAR 820-025 requirements, as applicable, for digital seal and signature capable of independent verification, final and draft documents, modifications to designs, and dual stamping of documents.
- Personnel, Materials, and Equipment.** Consultant shall provide competent personnel and shall furnish all supplies, equipment, tools, and incidentals required to accomplish the work. All equipment and tools must be in good operating condition and shall be kept in proper adjustment throughout the duration of the WOC. All materials and supplies must be of good quality and suitable for the assigned work.
- State-Owned Assets.** All State-owned assets, if any, in Consultant's possession must be promptly returned to Agency when the Services are complete, when the WOC is terminated, or when requested by Agency, whichever occurs first.
- Legal Services and Fees.** If Consultant uses legal services to support the Consultant's performance of any Services under this WOC, that is a decision within the Consultant's

discretion; however, no charges for Consultant legal counsel or for legal services shall be charged to Agency as a subconsultant cost or other cost and any such costs or charges shall be paid for by the Consultant at the Consultant's sole expense and at no cost to the Agency.

f. General Requirements for Project Management

Consultant and City shall each provide a Project Manager throughout the Project and other adequate staff to complete the Project in accordance with the anticipated timeline. City shall maintain effective communication and coordination between Agency and Consultant throughout the Project.

APM, CPM and PM shall serve as the Project Management Team ("PMT") and may invite others to participate.

Consultant and City shall use Basecamp, a project management application administered by ODOT, to store Project-related files, facilitate Project-related communications, and coordinate review of Project deliverables.

g. General Requirements for Written and Graphic Deliverables

Project memoranda and meeting materials must be developed in a manner suitable for their eventual incorporation into the Final NCCRP. Project memoranda must document assumptions, data, and calculations used to reach conclusions in the memoranda.

Consultant shall write materials intended for the public, such as meeting presentations, at no higher than a high school grade level using the Flesch-Kincaid Grade Level Formula. Consultant shall translate online Public Events and other event materials into Spanish. Community Advisory Committee ("CAC") materials must not be translated.

Due Dates, PMT & City Review, and Consultant Edits

- Consultant shall provide all draft documents within 10 business days prior to public distribution (determined by the PMT), as required in the context of each task. Draft documents must be provided to the PMT and APM unless otherwise specified in the tasks.
- City shall and APM will provide 1 set of consolidated, non-conflicting written comments on draft materials within 5 business days from the date a deliverable is received, unless otherwise specified in the tasks. If multiple staff members are commenting, the comments must be reconciled by CPM, as applicable. If City cannot reconcile conflicting comments, APM will determine which comments will be kept.

h. General Requirements for Revised and Final Deliverables

Revised and final deliverables must not include names and logos of Consultant, Transportation and Growth Management ("TGM") Program, ODOT, or Oregon Department of Land Conservation and Development ("DLCD") or project codes. These items are only allowed on the acknowledgement page.

Based on comments received, Consultant shall incorporate minor revisions and corrections, and submit all revised and final documents within 5 business days of receipt of written comments on draft documents, unless another timeframe is approved in writing by APM or

otherwise specified in this WOC. Consultant is not required to make major or extensive revisions without an approved WOC amendment. This provision does not limit the right of the State to require correction of deliverables that do not meet the requirements of this WOC. APM will determine what constitutes a “minor” or “major” edit. Revised and final documents must be provided to PMT and APM unless otherwise specified in the tasks.

The following text must appear in the final version of the Final NCCRP:

“This Project is partially funded by a grant from the Transportation and Growth Management (“TGM”) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by Federal Highway Administration, local government, and State of Oregon funds.

The contents of this document do not necessarily reflect views or policies of the State of Oregon.”

i. General Requirements for Meetings and Public Events

“Arrange” meetings and Public Events includes but is not limited to: scheduling meeting dates and times with meeting participants, distribution of agendas and meeting materials in advance of the meeting, reserving a suitable meeting location, placing advertisements in local media, and posting notices in public locations (such as City buildings and libraries).

Unless a different timeframe is specified for specific tasks or otherwise agreed to in writing by Agency, City is responsible for meeting arrangements. City shall, in accordance with City standards regarding meetings, prepare and distribute all staff reports, agendas, relevant materials, necessary public notices, and notifications, and provide public outreach for community involvement. City shall arrange, schedule and pay for meeting room accommodations; coordinate and pay for meeting materials and refreshments, including printed materials and postcards that will be mailed to residents (postage also paid by City). Additionally, City shall coordinate, print and distribute advertising materials and information in City social media accounts, citywide utility bills and other City controlled medium, as appropriate.

“Conduct” meetings and Public Events includes but is not limited to: preparing agendas and meeting materials, making presentations, facilitating discussion of relevant issues, and preparing meeting summaries.

Unless a different timeframe is specified for specific tasks or otherwise agreed to in writing by Agency, Consultant is responsible for conducting meetings.

Consultant, when conducting meetings, shall submit materials (includes agendas and presentation materials) for all meetings at least 10 business days prior to the meeting, unless another timeframe is approved by APM or otherwise specified in this WOC. Consultant shall submit summary materials within 10 business days following each meeting. Materials must be provided to PMT unless otherwise specified in the tasks.

j. General Requirements for Public Involvement

When conducting the public involvement in this Project, the City and Consultant shall consider environmental justice, which is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.

Fair treatment means that no group of people, including a racial, ethnic, or a socioeconomic group, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, State, local, and tribal programs and policies.

Meaningful involvement means that: (1) potentially affected community residents have an appropriate opportunity to participate in decisions about a proposed activity that will affect their environment and health; (2) the public's contribution can influence the regulatory agency's decision; (3) the concerns of all participants involved will be considered in the decision making process; and (4) the decision makers seek out and facilitate the involvement of those potentially affected.

The Public Involvement Plan must include specific steps to provide opportunities for participation by federal Title VI communities. City and Consultant shall use the ODOT Title VI (1964 Civil Rights Act) Plan guidance to identify Title VI populations, formulate public involvement strategies, and report outreach efforts to and participation by Title VI communities.

Consultant shall work with City to identify effective methods of engagement with Spanish-speaking and other Title VI communities in the Project Area. Consultant shall:

- provide a Spanish interpreter for Targeted Outreach and Public Event meetings as needed; and
- provide public involvement materials for Targeted Outreach and Public Events in English and Spanish.

Project meeting locations for in-person meetings must be accessible by people with disabilities. Notices for in-person meetings must include an offer to make accommodations for people with disabilities with sufficient advance notice, with contact information for such notification. City will pay for any incentives or thank you gifts for public participation including but not limited to gift cards, bus passes, meals, refreshments, etc.

Consultant shall compile email addresses and comments provided by visitors to the Project Website and provide these to City before each PMT meeting for inclusion in the Interested Parties List. Consultant shall post notices of Project Meetings and summaries of Project meetings to the Project Website.

k. General Requirements for Traffic Analysis

Project will rely heavily on traffic analysis conducted for the Newport TSP (2020). Any additional or new traffic analysis conducted for this Project must comply with the following requirements:

- Consultant, by and through an Oregon-registered Professional Engineer ("P.E."), shall perform or oversee all traffic analysis services. Final versions of the Contractor's

- transportation analysis must be stamped by an Oregon registered P.E. with license being current and in good standing, with expertise in civil or traffic engineering.
- Traffic analysis software must follow Highway Capacity Manual 7th Edition procedures. Signalized intersection volume to capacity ratios must be manually calculated. Traffic analysis must comply with ODOT's Analysis Procedures Manual available at: <https://www.oregon.gov/odot/Planning/Pages/APM.aspx>
 - Traffic analysis at non-State intersections must be compatible with ODOT procedures and must follow standard engineering procedures and practices.
 - Project must use a planning horizon of 2040 for analysis of future conditions.
 - Consultant shall coordinate all traffic analysis with the City, ODOT's Transportation Planning Analysis Unit, and Region 2 Traffic.
 - Consultant shall provide all traffic analysis work in electronic format (such as Synchro, HCS+, or Micro Station files) to the City, PMT, and other pertinent agencies, as determined by APM.

C. REVIEW, COMMENT and SCHEDULE OVERVIEW

Consultant shall coordinate with Agency staff as necessary and shall revise draft deliverables to incorporate Agency draft review comments. City approval is required before distribution of Project deliverables for public review and comment. Unless a different timeframe is specified for specific tasks or otherwise agreed to in writing by APM, deliverables shall be provided and reviewed according to the following schedule:

- Consultant shall provide a draft of all written and graphic deliverables to the City and APM in electronic format at least 10 business days prior to public distribution. Consultant draft memoranda must be substantially complete, and any changes or revisions needed prior to public distribution to address comments are expected to be minor. City shall and Agency will provide a consolidated set of comments on draft deliverables from their reviewers to Consultant within 5 business days of receipt of the material. Consultant shall revise draft deliverables as directed by the CPM before public distribution. This provision does not limit the right of Agency to require correction of deliverables that do not meet the standards outlined in this SOW (see Section B, part 4, sections g. and h., of this SOW).
- Consultant shall return the revised and final deliverables to City and APM, with comments incorporated, within 5 business days of Consultant's receipt of City's and Agency's comments. City approval is required before distribution of Project memoranda for public review and comment, unless a different timeframe is specified for specific tasks or otherwise agreed to in writing by Agency (see Section B, part 4, section h., of this SOW).
- Consultant shall provide a draft of presentation materials to the City and APM in electronic format at least 10 business days prior to the associated meeting. City and Agency shall provide a consolidated set of comments from their reviewers to Consultant within 5 business days of receipt of the material. Consultant shall revise materials as directed by the CPM for meeting use (see Section B, part 4, section i., of this SOW).
- Consultant shall post Public Draft Project Memoranda, Revised Project Memoranda, and Presentation Materials on the Project Website concurrent with their availability to the public.

D. FORMAT REQUIREMENTS

- Consultant shall submit draft deliverables in electronic format via email (and hard copy if requested by APM or CPM).
- Consultant shall submit all written (text) and graphic deliverables (draft and final) electronically in Microsoft Word (.doc) and final deliverables in Microsoft Word (.doc) and Portable Document Format (.pdf). Written deliverables must include the Project name, a title that refers to the contract deliverable and date of preparation. Any deliverables on the Project Web Site must be posted in .pdf format. Each draft and final spreadsheet-based deliverable must be provided in MS Excel file format and must be fully compatible with version used by Agency.
- Graphic deliverables submitted for review must be converted to .doc or .pdf for readability. All graphic deliverables must be well documented, with Project name, a title that corresponds to the contract deliverable, draft number, a legend, and the date of preparation.
- Electronic versions of base and plan maps must be in color, and in a color scheme that ensures readability in black and white and in a color-blind safe palette. Display-sized maps must be printed in color when important to public comprehension.
- Maps must be at scale legible in the final document and include details necessary to ensure usability, such as city limits, Urban Growth Boundaries, street names, relevant environmental and cultural features, legend, date, etc.
- Display-sized maps for Project meetings must be printed in color when important to public comprehension and must be mountable on foam core to allow display on an easel or wall.
- Consultant shall provide City and APM with any Geographic Information Systems (“GIS”) data sets or updated data sets developed for this Project.
- Additional format requirements may be listed with specific tasks/deliverables in the SOW or in the PA.

E. TASKS, DELIVERABLES and SCHEDULE

Unless the WOC is terminated or suspended, Consultant shall complete the Services included in this WOC and in accordance with the performance requirements and delivery schedules included in this WOC. For purposes of standardization, the task numbering in this SOW may be non-sequential.

Unless otherwise stated in a specific task or deliverable, “up to” in this SOW will be as determined or approved by APM if the quantity requires less than the specified maximum to meet the Project need.

Deliverables for each task include the deliverable item number, subtask name, related subtask number, tangible deliverables, and associated responsibilities. Consultant shall be responsible for both tangible deliverables and associated responsibilities, which are paid for under the level of effort for each deliverable item.

Consultant understands that the City has significant tasks related to, and involvement with, the Project. As such Agency has entered into a separate Intergovernmental Agreement (PO-73000-00028561) (“Project IGA”) with the City to provide services to the Project as described in this SOW that are not the responsibility of the Consultant. Information regarding the City deliverables and responsibilities is for informational purposes only.

For meeting requirements, including the defined meanings of “conduct” and “arrange”, refer to Section B, part 4, subsection i., of this SOW, under General Requirements for Meetings.

The General Project Delivery Schedule is consolidated in a table at the end of Section E.

TASK 1: PROJECT INITIATION AND OUTREACH

1.1 PMT Meetings

Consultant shall arrange and conduct 12 PMT meetings (approximately once a month), of 30 minutes each, and 3 PMT Meetings of 1-hour in duration, via phone or video conference. Meeting topics must include scope/schedule/budget; deliverables review; preparation for CAC meetings, Outreach Meetings, and Public Events; confirmation of decisions and direction; and other Project topics as they arise. PM must attend each PMT Meeting unless an alternative representative is approved by the CPM at least 1 day before the PMT Meeting. PMT members may invite other staff members from their respective agencies or Consultant team to participate in any PMT Meeting. Consultant shall prepare and distribute a bullet point summary of action items after each meeting.

1.2 Background Documents and Data

City shall provide Consultant with background documents and data for use in preparing Project deliverables. Background data and materials must include, but is not limited to, the following items:

- Comprehensive Plan
- 2022 Newport TSP
- Development Code
- GIS data
- Any pedestrian, bicycle, and motor traffic counts for streets and paths
- Demographic data related to Title VI populations
- any available tourism related data
- a list of key property owners in the area
- commercial vacancy information

City shall coordinate with Consultant to confirm receipt of all documents and data relevant to the Project. Background Documents and Data are limited to material that is readily available to City and shall be provided in any format City deems suitable (such as paper copies, electronic files, or links to documents available on the internet). Subsequent analyses conducted by Consultant must consider information provided by City and any other information Consultant believes relevant to this Project. Consultant shall produce no new GIS data nor conduct any additional facility inventories.

Agency will provide Consultant with guidance on applicable plans and policies as needed during Project, including the following:

- Statewide Planning Goals
- Transportation Planning Rules
- Highway Design Manual
- Oregon Highway Plan
- Oregon Bicycle and Pedestrian Plan

Consultant shall also download the most recent 5 complete calendar years of crash data within the Project Area from the Agency website.

Consultant has no tangible deliverables for this task.

1.3 Project Initiation Meeting and Site Visit

City shall arrange and conduct and Consultant shall participate in a Project Initiation Meeting with City, APM, and others invited by City. CPM shall present an overview of City's goals for the Project and provide a virtual tour of key sites in the Project Area. City shall coordinate virtual tour logistics. Consultant shall review the Project schedule (prepared in Subtask 1.6) and identify additional background data and materials needed for Project at the Project Initiation Meeting.

The meeting and tour must, in total, be up to 2 hours in duration. At least 2 Consultant staff shall attend the meeting in-person. Consultant shall provide bulleted summary to City and APM within 5 business days following the Project Initiation Meeting and Site Visit.

1.4 CAC and Interested Parties List

City shall compile a list of potential partners and invite them to participate on a CAC for the Project. Partners invited to participate in the CAC must include topic area experts in the type of development City is seeking to attract, and representatives of public agencies, community organizations, and directly affected parties including but not limited to:

- City Council and Planning Commission
- Lincoln County
- Lincoln County School District
- Fire and Emergency Service Providers
- Local Business and Agency Representatives
- Faith Based Organizations
- Mixed-Use or Multi-Family Housing Developers
- Lending Institutions
- Architect or Engineering Design Professionals
- Centro De Ayuda
- Oregon DLCDC
- Farmers Market Representatives
- Area Resident(s)

City may invite any other community members interested in Project-related issues and local organization(s) representing equity interests but should aim for a committee of no more than 18 members. CAC will meet to review Project deliverables and provide guidance on the development of Project deliverables.

City shall maintain an Interested Parties List that includes a roster of CAC members and other parties expressing interest in the Project for notification of Project progress, meetings, presentations, and outreach opportunities. City shall coordinate with Consultant on development of the CAC membership and to include people and organizations on the Interested Parties List.

Consultant has no tangible deliverables for this task.

1.5 Public Involvement Plan

Consultant shall develop a Public Involvement Plan that outlines all outreach methods, responsibilities and roles for all team members, and a schedule for successful completion of the outreach deliverables in this SOW. The Public Involvement Plan must identify outreach methods, roles and responsibilities for team members, and a schedule that is consistent with this Statement of Work. The Public Involvement Plan must identify the timing for Targeted Outreach Meetings and the Targeted Outreach Event relative to the production of Project deliverables. Consultant shall coordinate with City and APM to determine the outreach methods that result in the highest level of engagement, particularly from historically under-represented community members. Consultant shall use the *ODOT Equitable Community Engagement Guide* available at <https://www.oregon.gov/odot/equity/HB2985/Equitable%20Community%20Engagement%20Guide.pdf> for development of the Public Involvement Plan. Consultant shall provide City and Agency with a draft Public Involvement Plan for review. Consultant shall conduct 1 round of revisions to the Public Involvement Plan based on comments from the City and Agency.

1.6 Project Website Launch

Consultant shall develop a Project Website that is available to the public for the entire duration of the Project. Consultant shall coordinate with the City to determine the structure and format for the Project Website. Consultant shall host and obtain a stand-alone URL for the Project Website. City shall maintain a link from City's website to the Project Website.

Consultant shall prepare initial content for the Project Website that includes a Project description, a Project schedule showing major Project tasks and tentative dates for public outreach opportunities, and ways to provide comment and to be added to the Interested Parties List established in Task 1.4. The Project Website must include a Spanish-language landing page with initial content in Spanish.

Consultant shall provide draft initial materials for the Project Website to City and APM and incorporate revisions resulting from 1 consolidated round of City and APM review before the Project Website is made available to the public. The City's and APM's review shall consist of a single list of non-contradictory comments (and specific direction for each comment).

DELIVERABLES – TASK 1: PROJECT INITIATION AND OUTREACH

City Deliverables

- 1.a PMT Meetings (Subtask 1.1 – no tangible deliverables; responsibilities include: attendance)
- 1.b Background Documents and Data (Subtask 1.2 – no tangible deliverables; responsibilities include: providing documents and data to Consultant)
- 1.c Project Initiation Meeting and Site Visit arrangements (Subtask 1.3 – agenda and meeting materials; responsibilities include: meeting arrangements and attendance)
- 1.d CAC and Interested Parties List (Subtask 1.4 – CAC roster and Interested Parties List)
- 1.e City Responsibilities: Review and comment on Consultant deliverables in Task 1

Consultant Deliverables

- 1.A PMT Meetings (Subtask 1.1 – agendas, meeting materials, meeting summaries)
- 1.B Background Documents and Data (Subtask 1.2 – no tangible deliverables; responsibilities include: coordination with City)

- 1.C Project Initiation Meeting and Site Visit (Subtask 1.3 – meeting summary; responsibilities include: attendance)
- 1.D CAC and Interested Parties List (Subtask 1.4 – no tangible deliverables; responsibilities include: coordination with City)
- 1.E Public Involvement Plan (Subtask 1.5 – draft and revised Public Involvement Plan)
- 1.F Project Website Launch (Subtask 1.6 – draft and revised Project Website)

TASK 2: OUTREACH

2.1 CAC Meetings

City shall arrange and Consultant shall conduct 6 CAC meetings to provide an overview of the Project and review of Project deliverables. CAC Meetings 1, 2, and 6 must be held online; CAC Meetings 3, 4, and 5 must be held in-person in Newport.

- Meeting #1 must provide an overview of the Project, adopt the committee charter, and review Draft Memorandum #1. Consultant shall facilitate a process at CAC Meeting #1 to refine goals, objectives, and Project evaluation criteria in Draft Memorandum #1 and to rank the relative importance of those goals and objectives. At least 1 technical Consultant staff and 1 engagement Consultant staff shall attend the meeting.
- Meeting #2 must review Draft Memoranda #2 and #3. At least 1 technical Consultant staff and 1 engagement Consultant staff shall attend the meeting.
- Meeting #3 must review the gap analysis in Draft Memorandum #4. Consultant shall solicit members’ views on the gap between likely future development and the goals / vision as well as on strategies or packages of strategies the City could use to address that gap. CAC Meeting #3 must occur at least 1 week before Public Event #1 to allow the event materials to be modified based on CAC feedback. At least 2 technical Consultant staff and 1 engagement Consultant staff shall attend the meeting.
- Meeting #4 must review the results of input on Draft Memorandum #4 at Public Event #1, and Joint Planning Commission / City Council Work Session #1. Consultant shall seek CAC feedback on plan and code amendments, public investments, and incentives needed to address gaps identified in Draft Memorandum #4. At least 1 technical Consultant staff and 2 engagement Consultant staff shall attend the meeting.
- Meeting #5 (same day as Public Event #2) must review Comprehensive Plan and Development Code amendment concepts in Memorandum #5, proposed public investments in Draft Memorandum #6, and proposed incentives in Draft Memoranda #7. Consultant shall use the meeting to solicit input from CAC on the suitability of proposed measures in the Draft Memoranda, and issues related to development of Comprehensive Plan elements. At least 1 technical Consultant staff and 1 engagement Consultant staff shall attend the meeting.
- Meeting #6 must review the contents of Revised Memorandum #9 and the Draft NCCRP that will be considered for adoption. Consultant shall solicit input on the Draft NCCRP. At least 1 technical Consultant staff and 2 engagement Consultant staff shall attend the meeting.

CAC Meetings may be up to 2 hours in duration. For each CAC Meeting, Consultant shall prepare a draft agenda, hold a 30-minute review and preparation meeting online with City to review the agenda, make changes, and finalize meeting materials. City shall send agenda and meeting materials to CAC members at least 1 week prior to the meeting, and an email with the meeting summary following the meeting.

Consultant shall provide meeting summaries of roughly 2 pages that include high-level key issues discussed at meetings and any implications for Project schedule or deliverables, to City and APM within 5 business days following each CAC Meeting; detailed meeting minutes must be prepared by City for review and approval by the CAC at their following meeting.

2.2 Targeted Outreach Interviews

Consultant shall arrange and conduct 10 Targeted Outreach Interviews of roughly 30 minutes each with individuals or small groups to identify key issues of concern to interview participants. Consultant shall conduct Targeted Outreach Interviews by telephone or by virtual meeting software. City shall provide a preliminary list of interview participants and contact information to Consultant for review and comment at the Project Initiation Meeting. Consultant shall coordinate with City to determine the participants and timing of the Targeted Outreach Interviews relative to the Project schedule. Targeted Outreach Interviews must include at least 1 representative of a Title VI population (low-income or minority). Consultant shall provide a draft of the Targeted Outreach Interview questions to the City for review and comment prior to Targeted Outreach Interviews. Consultant shall submit 1 written summary, no more than 3-pages, that aggregates all results of Targeted Outreach Interviews. If desired, and requested by APM, unedited notes may be included as an appendix.

2.3 Targeted Outreach Events

City shall arrange and Consultant shall conduct 2 2-hour Targeted Outreach Events that target groups and individuals that would not normally attend a CAC Meeting or Public Event to gather input that must help inform development of the NCCRP. At least 1 technical Consultant staff and 2 engagement Consultant staff shall attend each Targeted Outreach Event. The Targeted Outreach Events must be held in-person in Newport. Consultant shall hold 1 Targeted Outreach Event in Spanish. The Targeted Outreach Events must be held the same day to reduce travel costs for the Consultant team.

2.4 Public Events

City shall arrange and Consultant shall conduct 2 Public Events. Public Events must be in-person and must be engaging to facilitate interaction between participants and the Project team. At least 2 technical Consultant team members and 1 engagement Consultant team member must attend each Public Event.

- **Public Event 1: Partner Workshop**

Consultant shall present findings from Draft Memoranda #1, #2, #3 and #4, including:

- proposed goals and objectives for the NCCRP in Draft Memorandum #1,
- an overview of existing and future conditions in the Project Area in Draft Memorandum #2,
- results of the market analysis for development in the Project Area in Draft Memorandum #3,
- impediments to achieving the goals and objectives in Draft Memorandum #4, and
- potential policies and investments the City could use to achieve goals and objectives for the Project Area.

Consultant, supported by the City, shall facilitate an interactive scenario exercise to explore how transportation and development can be aligned. The exercise must be structured to help refine and consolidate ideas for a preferred scenario(s) based on feedback and feasibility considerations. Initial implementation ideas – such as necessary steps, timelines, responsible parties, and funding sources – must also be covered. To conclude the workshop, Consultant shall

prepare and provide to City and APM a presentation summarizing the findings, preferred scenario(s), and initial implementation ideas, to gather final feedback, and discuss next steps.

- **Public Event 2: Open House**

Consultant shall present a summary of proposed policies and investments for the City to use to achieve the goals and objectives in Revised Memorandum #1, including:

- Comprehensive Plan and Development Code amendments in Memorandum #5,
- public investments in Draft Memorandum #6, and
- public incentives for desired development in Draft Memorandum #7.

The following material must be provided for each Public Event:

1. A postcard advertising the Public Event – Consultant shall develop the postcards. City shall print and distribute Postcards for each Public Event and conduct other outreach for the Public Events including posts on City social media accounts, advertising in City utility bills, and other means.
2. Presentation Materials – Consultant shall utilize text and graphics from relevant Project memoranda to prepare at least 4, and up to 10, graphical displays (up to 24" by 36") and a 1-4-page informational handout on 8.5" by 11" paper. Presentation materials must seek to engage participants in attendance at the Public Event. City shall print graphical displays for viewing at the Public Event. Consultant shall publish presentation materials to the Project Website no later than the day of the Public Event. Presentation Materials for Public Event #2 must include illustrative "plan view" and three-dimensional renderings of proposed street alignment, streetscape enhancements, and development in the Project Area.
3. Survey – Consultant shall prepare a survey pertaining to issues relevant to the Project with up to 15 questions (not counting questions about demographics).
4. Online Open House – Consultant shall provide a means for visitors to access the Project Website to view presentation materials and surveys for each Public Event and provide comments and responses. Materials and ability to comment and respond must remain live on the Project Website for a minimum of 2 weeks following each Public Event.

For each Public Event, Consultant shall prepare a draft event plan and hold a 1-hour meeting online with City to review the event plan and presentation materials. Within 10 business days after each Public Event, Consultant shall provide City and APM with a memo under 10 pages that summarizes key issues raised at the Public Events and any implications for Project schedule or deliverables.

Consultant shall translate content of postcards and presentation materials into Spanish. Consultant shall post Spanish-language materials on Project Website at the same time as the corresponding material in English.

City shall provide to Consultant any public comments received separately by City 1 week after the comment period for Public Events close. Consultant shall maintain a compilation of public comments received through the Project Website, from City, and at Public Events.

DELIVERABLES – TASK 2: OUTREACH

City Deliverables

- 2.a CAC Meetings (Subtask 2.1 – meeting minutes; responsibilities include: meeting arrangements and attendance)
- 2.b Targeted Outreach Interviews (Subtask 2.2 – preliminary list and contact information; responsibilities include: coordination with Consultant over participation and timing)
- 2.c Targeted Outreach Events (Subtask 2.3 – no tangible deliverables; responsibilities include: event arrangements)
- 2.d Public Events (Subtask 2.4 – no tangible deliverables; responsibilities include: meeting arrangements and attendance, material printing and distribution, and compilation of public comments to Consultant)
- 2.e City Responsibilities: Review and comment on Consultant deliverables in Task 2

Consultant Deliverables

- 2.A CAC Meetings (Subtask 2.1 – agendas, meeting materials, meeting summaries; responsibilities include: attendance and facilitation)
- 2.B Targeted Outreach Interviews (Subtask 2.2 – draft interview questions, written summary, unedited notes upon request; responsibilities include: schedule and conduct interviews)
- 2.C Targeted Outreach Events (Subtask 2.3 – agendas, meeting materials, meeting summaries)
- 2.D Public Events (Subtask 2.4 – agendas, presentation materials, postcards, surveys, meeting summary memos, draft event plans)

TASK 3: DEVELOP POLICY BASIS FOR PLAN

3.1 Draft Memorandum #1: Plan Goals and Objectives

Consultant shall prepare and provide to City and APM Draft Memorandum #1 that identifies potential goals and objectives for NCCRP. Goals and objectives in Draft Memorandum #1 must focus on suggested edits and additions to the currently adopted City goals and policies related to conditions in the Project Area, as well as City priorities identified at the Task 1 Project Initiation Meeting.

Draft Memorandum #1 must also include Evaluation Criteria (e.g., equity, gap closure, safety) for evaluating deliverables, policy and code options, and prioritizing recommended projects, based on goals and objectives. Consultant shall coordinate with City and Agency Region 2 Traffic in the development of the Evaluation Criteria for the prioritization of projects. The 2022 Newport TSP identified 2 alternatives for improving transportation facilities within the Project Area along US 101. Draft Memorandum #1 must assess those alternatives to identify the alternative, or variations of the alternatives, which will best support Project objectives.

3.2 Draft Memorandum #2: Existing Conditions

Consultant shall prepare and provide to City and APM Draft Memorandum #2 in the form of a PowerPoint presentation that catalogs sources of existing physical and socio-economic conditions. Draft Memorandum #2 must identify a proposed boundary for the analysis of Existing Conditions in the Project Area. The boundary must generally coincide with Figure 1. Data sources documented in Draft Memorandum #2 must include the following:

- Comprehensive Plan designations and zoning
- Pattern and amount of existing land uses by type and location
- Ownership of parcels
- Estimates of population, demographic conditions, and employment by type and, as available, by location

Draft Memorandum #2 must include slides with maps and tables showing the following characteristics of the Project Area:

- Location of major employers and trip generators
- Summary of key operational characteristics of existing transportation facilities based on the 2022 Newport TSP
- Qualitative assessment of conditions for people walking, cycling, and using transit
- Location and type of public facilities, including schools, parks, and police/fire stations
- Planned public improvements, including any modifications to existing streets, sidewalks, and transit facilities
- Potential private developments that are known to the public

Draft Memorandum #2 must include slides with a general assessment of the capacity of utilities to serve growth in the Project Area, particularly water, stormwater, and wastewater, based on a review of existing assessments of these services and interviews with staff at utility agencies.

3.3 Draft Memorandum #3: Market Analysis

Consultant shall prepare and provide to City and APM Draft Memorandum #3 that provides an overview of real estate market conditions and trends and identifies assets, barriers, and opportunities.

Draft Memorandum #3 must include the following elements:

- **Overview of real estate market conditions and trends** (e.g., building stock, vacancies, rents, deliveries, and development pipeline) for up to 3 housing and select commercial use types in Newport and Lincoln County. Consultant shall incorporate information compiled from the Newport Housing Production Strategy (2023), the City of Newport 2022-2042 Housing Capacity Analysis (2022), and other analyses of market conditions in the Project Area.
- **Identification of assets, barriers, and opportunities for:**
 - Attracting a set of complementary, viable potential uses to the Focus Areas shown in Figure 1.
 - Potential changes to local regulations that could improve the environment for development in the Project Area (based on Targeted Outreach interview findings).
 - How development in the Project Area can help advance the City's overall economic development goals.
 - What role the Project Area could play as the City builds out over the next 20 years.

In preparing assessment of market conditions, Consultant shall conduct a field visit of the Project Area during the Project Initiation Meeting and Site Visit (Task 1.3) and conduct a series of phone or Zoom

interviews with at least 5 area contacts identified by the City. Consultant shall request area contacts from City when they begin preparations for Draft Memorandum #3.

3.4 Revised Memorandum #1

Consultant shall revise Draft Memorandum #1 and provide to City and APM after Public Event #1 to incorporate comments by reviewers and from the public per direction by City and APM. Revised Memorandum #1 must identify a set of goals, vision statements, and policies specifically for the Project Area and the areas recommended for inclusion in the NCCRP. Revised Memorandum #1 must identify a preferred alternative for improvement of the US 101 corridor in the Project Area.

3.5 Revised Memorandum #2

Consultant shall revise Draft Memorandum #2 and provide to City and APM after Public Event #1 to incorporate comments by reviewers and from the public per direction by City and APM.

3.6 Revised Memorandum #3

Consultant shall revise Draft Memorandum #3 and provide to City and APM after Public Event #1 to incorporate comments by reviewers and from the public per direction by City and APM.

DELIVERABLES – TASK 3: DEVELOP POLICY BASIS FOR PLAN

City Deliverables

No tangible deliverables in Task 3

3.a City Responsibilities: Review and comment on Consultant deliverables in Task 3

Consultant Deliverables

- 3.A Draft Memorandum #1: Plan Goals and Objectives (Subtask 3.1 – draft memorandum)
- 3.B Draft Memorandum #2: Existing Conditions (Subtask 3.2 – draft memorandum)
- 3.C Draft Memorandum #3: Market Analysis (Subtask 3.3 – draft memorandum)
- 3.D Revised Memorandum #1 (Subtask 3.4 – revised memorandum)
- 3.E Revised Memorandum #2 (Subtask 3.5 – revised memorandum)
- 3.F Revised Memorandum #3 (Subtask 3.6 – revised memorandum)

TASK 4: GAP ANALYSIS

4.1 Draft Memorandum #4: Gap Analysis

Consultant shall prepare Draft Memorandum #4 and provide to City and APM, documenting the analysis of the gap between the vision for future land use and transportation characteristics in Revised Memorandum #1 and the characteristics that are likely to result from development and redevelopment that is consistent with current adopted policies, standards, regulations, and existing and planned public facilities. To support the Consultant's efforts, the City shall provide an annotated list of Development Code and public works standards that could be affected by, and may need to be amended, due to NCCRP changes.

In preparing Draft Memorandum #4, Consultant shall:

Identify a Baseline Future Condition:

- Develop a Baseline Future by estimating the likely type and intensity of future land uses and transportation conditions in the Project Area, consistent with current adopted policies, standards, regulations, and existing and planned public facilities. The transportation baseline future must be based on the planning horizon used in the 2022 Newport TSP.
- Assess consistency of Baseline Future conditions with the goals and objectives in Revised Memorandum #1.
- Identify impediments to achieving the goals and objectives in Revised Memorandum #1. Impediments may include market conditions, public facility and service capacities, and policies and regulations found in City's adopted Comprehensive Plan, existing Refinement Plans, 2022 Newport TSP, and Development Code.

Conduct an Alternatives Analysis:

- Alternatives developed for Draft Memorandum #4 must include 2 alternatives for US 101 in the Project Area, 1 with the existing alignment and 1 with a couplet on US 101. Consultant shall work with the City and Agency to identify the alignment and extent of the proposed US 101 couplet. Consultant shall utilize analysis conducted for the 2022 Newport TSP for development of alternatives for US 101. All alternatives must assume US 20 remains in its current alignment.
- For each transportation alternative, Consultant shall develop at least 2 alternatives for land use development in the Project Area that show a range of development intensities and a mix of land uses consistent with plan goals and objectives in Revised Memorandum #1.

Develop an Implementation Strategy:

- Describe potential measures City could use to implement alternatives to achieve goals and objectives in Revised Memorandum #1. Potential measures may include plan policies, zoning districts, Development Code regulations, incentives, and public-private partnerships. Potential measures must include measures commonly used by municipalities in Oregon as well as less common and innovative measures such as form-based codes and design guidelines. Consultant shall consider Development Code concepts contained in the TGM Program publications available on the Code Assistance site at <http://www.oregon.gov/LCD/TGM/Pages/codeassistance.aspx>.
- Assess the suitability of potential implementation measures, including an assessment of the strategy's legality in Oregon, relative administrative cost, potential market reaction, degree of goal and vision implementation, likelihood of citizen acceptance, and implications for other City policies and practices.
- Identify investments in public facilities and services, in addition to or revising those that are already planned, that are likely needed to support a land use pattern consistent with goals and objectives in Revised Memorandum #1. Additional public investments may include improvements to the transportation system, parks and recreation facilities and services, public safety, and utilities.
- Identify steps needed to implement potential measures and additional public investments to support goals and objectives in Revised Memorandum #1.
- Recommend specific boundaries for application of proposed policies and investments, if applicable and consistent with boundaries established in Revised Memorandum #2.

4.2 Joint Planning Commission / City Council Work Session #1

City shall arrange and conduct a Joint Work Session for the Newport Planning Commission and City Council. Consultant shall attend the Joint Planning Commission / City Council Work Session in person to

present a summary of goals and objectives for the NCCRP from Revised Memorandum #1 and of findings from Draft Memoranda #4 including:

- impediments to achieving the goals and objectives in Revised Memorandum #1,
- potential implementation measures, and
- public investments needed to support desired development.

Consultant shall respond to questions from Commissioners and Councilors.

Consultant has no tangible deliverables for this task.

4.3 Revised Memorandum #4

Consultant shall revise Draft Memorandum #4 and provide to City and APM to incorporate comments by reviewers, Planning Commissioners, City Councilors, and the public as directed by City and APM.

Revision of Draft Memorandum #4 must occur after Joint Planning Commission / City Council Work Session #1, and Public Event #1. Revised Memorandum #4 must identify a preferred alternative for land use and transportation in the Study Area along with recommended implementation measures and public investments to support the preferred alternative.

DELIVERABLES – TASK 4: GAP ANALYSIS

City Deliverables

- 4.a Draft Memorandum #4: Gap Analysis (Subtask 4.1 – no tangible deliverables; responsibilities include: providing annotated list of Development code and public works standards to Consultant, and coordination with Consultant)
- 4.b Joint Planning Commission / City Council Work Session #1 (Subtask 4.2 – agenda, meeting materials, meeting summary; responsibilities include: meeting arrangements)
- 4.c City Responsibilities: Review and comment on Consultant deliverables in Task 4

Consultant Deliverables

- 4.A Draft Memorandum #4: Gap Analysis (Subtask 4.1 – draft memorandum)
- 4.B Joint Planning Commission / City Council Work Session #1 (Subtask 4.2 – no tangible deliverables; responsibilities include: attendance, presentation of existing summary, and responding to questions)
- 4.C Revised Memorandum #4 (Subtask 4.3 – revised memorandum)

TASK 5: PLAN IMPLEMENTATION

5.1 Memorandum #5: Comprehensive Plan and Development Code Concepts

Consultant shall prepare and provide to City and APM Memorandum #5, to include recommendations and proposed conceptual amendments to City's Comprehensive Plan and Development Code necessary to implement the preferred alternative for plan and code amendments identified in Revised Memorandum #4.

Memorandum #5 must include:

- A series of Area Plan Maps showing where the proposed Comprehensive Plan designations and zoning districts would be applied in the Project Area. Boundaries for application of plan designations and zoning must be composed of whole parcels with identifiable boundaries for individual parcels.
- A description of potential Comprehensive Plan designations and zoning districts, with a description of the types of allowed land uses and development requirements that will affect the type, density, and appearance of development in each designation and district. The Comprehensive Plan designations and zoning districts must be consistent with the preferred alternative identified in Revised Memorandum #4.
- A description of potential Development Code amendments to implement the preferred alternative in Revised Memorandum #4.

Consultant shall use applicable Development Code text contained in publications on the TGM Program’s Code Assistance web page at <http://www.oregon.gov/LCD/TGM/Pages/codeassistance.aspx> to prepare Conceptual Development Code amendment recommendations to implement the plan designations and zoning districts. Conceptual Development Code amendment recommendations must address critical aspects of site and building design, including:

- Parking requirements
- Pedestrian circulation
- Building Mass / Floor-to-Area Ratio
- Building Orientation
- Lot Size
- Setbacks
- Landscaping
- Height

Consultant shall coordinate with Agency Region 2 Traffic on any changes to roadway standards that may affect the State highway system. Development of Memorandum # 5 must be coordinated with development of Draft Memoranda #6 and #7 to identify potential Comprehensive Plan and Development Code amendments that support implementation of Public Investments in Revised Memorandum #6 and Incentives and Public-Private Partnerships in Draft Memorandum #7.

5.2 Draft Memorandum #6: Public Investments

Consultant shall prepare and provide to City and APM Draft Memorandum #6, which must include recommendations for public investments that are necessary and desired to support implementation of the preferred alternative for public investments in Draft Memorandum #4. Public investments must include improvements to the transportation system that may include but are not limited to the following elements:

- Sidewalk infill and improvement
- Creation and extension of multi-use paths
- Locations and facilities for transit stops
- Provision of bicycle facilities and parking on arterial and collector streets
- Pedestrian crossing locations and improvements
- Intersection improvements including traffic control measures
- Reconfiguration of existing rights-of-way and publicly owned property

Given the developed nature of the Project Area, expansion of existing right-of-way is not anticipated.

In addition to improvements to the transportation system, Draft Memorandum #6 must identify other public investments that are supportive or complementary to the vision in Revised Memorandum #1. Other public investments may include but are not limited to:

- Landscaping
- Wayfinding signage
- Sidewalk furnishings and fixtures
- Public art and gateway features
- Public parks and recreation facilities
- Plazas or similar public spaces

Consultant shall coordinate with Agency Region 2 Traffic on any aspects of Draft Memorandum #6 that may affect the State highway system. Any proposed improvements to Agency facilities must meet applicable Agency guidance and standards.

Draft Memorandum #6 must include a summary assessment of the need for investments in public utilities serving the Project Area. The assessment of public utility needs must be based on proposed increases in population and employment density in the Project Area, existing assessments and plans for those utilities, and the information gathered through contacts with utility staff. Draft Memorandum #6 must not include a detailed assessment of the condition or capacity of public utilities beyond that identified in existing documents, by utility staff, or known by City.

5.3 Draft Memorandum #7: Incentives and Public-Private Partnerships

Consultant shall prepare and provide to City and APM Draft Memorandum #7, which must identify potential incentives the City could provide to private businesses and public-private partnerships with private businesses to implement the preferred alternative in Revised Memorandum #4. Incentives and public-private partnerships in Draft Memorandum #7 must be described in more detail than in Revised Memorandum #4 and include an assessment of costs and potential funding and financial strategies for these costs over the planning period.

5.4 Draft Memorandum #8: Multimodal Mobility Impact Assessment

Consultant shall prepare and provide to City and APM Draft Memorandum #8, which must assess the implication of achieving the preferred alternative in Revised Memorandum #4 on mobility for all modes. Draft Memorandum #8 must assess future conditions under the preferred alternative using the planned transportation system in the year 2040, including transportation investments included in Draft Memorandum #6. Draft Memorandum #8 shall use the future conditions forecast conducted for the 2022 Newport TSP as a baseline for assessment of future conditions with modifications to reflect transportation investments included in Draft Memorandum #6.

Draft Memorandum #8 must include an assessment of whether proposed improvements will affect operational conditions at the following intersections in the Project Area relative to the assessment of conditions conducted for the 2022 Newport TSP:

- US 20 at US 101
- US 101 at Second Street / Angle Street
- US 101 at Hubert Street / Canyon Way

- US 101 at Abbey Street

If the preferred alternative in Revised Memorandum #4 includes a couplet on US 101, then the analysis of operational conditions at US 101 intersections in Draft Memorandum #8 must include the existing intersection and the newly added couplet intersection. Assessment of operational conditions in Draft Memorandum #8 must include assessment of conditions for all modes using applicable City and State targets and conditions related to Plan Goals and Objectives in Revised Memorandum #1. Assessment of conditions for pedestrians and cyclists in Draft Memorandum #4 must include consideration of the impact of the preferred alternative on Pedestrian and Bicycle Level of Traffic Stress relative to the assessment of those measures in the 2022 Newport TSP.

Consultant shall identify potential measures to address deficient or undesirable mobility conditions indicated by the analysis as well as to meet Plan Goal and Objectives in Revised Memorandum #1. Measures to address mobility conditions and meet Plan Goals and Objectives may include improvements to the transportation system in addition to those in the 2022 Newport TSP and Draft Memorandum #6, or changes in plan and code amendments proposed in Memorandum #5.

Prior to beginning analysis for development of Draft Memorandum #8, Consultant shall document the methodology and assumptions to be used for Draft Memorandum #8. The methods and assumptions for development of Draft Memorandum #8 must be reviewed and approved by the Agency Transportation Planning Analysis Unit and Agency Region 2 Traffic before completion of Draft Memorandum #8. The approved methods and assumptions must be included in Draft Memorandum #8.

5.5 Joint Planning Commission / City Council Work Session #2

City shall arrange and conduct a Joint Work Session for the Newport Planning Commission and City Council. Consultant shall attend the Joint Planning Commission / City Council Work Session in person to present a summary of Comprehensive Plan and Development Code amendment concepts from Memorandum #5, proposed public investments from Draft Memorandum #6, incentives and public-private partnerships from Draft Memorandum #7, and future transportation conditions described in Draft Memorandum #8. Consultant shall respond to questions from Commissioners and Councilors.

Consultant has no tangible deliverables for this task.

5.6 Revised Memorandum #6

Consultant shall revise Draft Memorandum #6 and provide to City and APM to incorporate comments by reviewers, Planning Commissioners, City Councilors, and the public as directed by City and APM. Revision of Draft Memorandum #6 must occur after Joint Planning Commission/ City Council Work Session #2, and Public Event #2. CPM shall provide Consultant with compiled comments on Draft Memorandum #6 and provide guidance to Consultant to resolve any potentially conflicting viewpoints. Revised Memorandum #6 must include a set of recommended Public Investments to support implementation of the preferred alternative in Revised Memorandum #4.

5.7 Revised Memorandum #7

Consultant shall revise Draft Memorandum #7 and provide to City and APM to incorporate comments by reviewers, Planning Commissioners, City Councilors, and the public as directed by City and APM. Revision of Draft Memorandum #7 must occur after Joint Planning Commission / City Council Work Session #2, and Public Event #2. CPM shall provide Consultant with compiled comments on Draft

Memorandum #7 and provide guidance to Consultant to resolve any potentially conflicting viewpoints. Revised Memorandum #7 must include a set of recommended incentives and public-private partnerships to support implementation of the preferred alternative in Revised Memorandum #4.

5.8 Revised Memorandum #8

Consultant shall revise Draft Memorandum #8 and provide to City and APM to incorporate comments by reviewers, Planning Commissioners, City Councilors, and the public as directed by City and APM. Revision of Draft Memorandum #8 must occur after Joint Planning Commission / City Council Work Session #2, and Public Event #2. CPM shall provide Consultant with compiled comments on Draft Memorandum #8 and provide guidance to Consultant to resolve any potentially conflicting viewpoints.

DELIVERABLES – TASK 5: PLAN IMPLEMENTATION

City Deliverables

- 5.a Joint Planning Commission / City Council Work Session #2 (Subtask 5.5 – agenda, meeting materials, meeting summary; responsibilities include: meeting arrangements)
- 5.b City Responsibilities: Review and comment on Consultant deliverables in Task 5

Consultant Deliverables

- 5.A Memorandum #5: Comprehensive Plan and Development Code Concepts (Subtask 5.1 – draft memorandum)
- 5.B Draft Memorandum #6: Public Investments (Subtask 5.2 – draft memorandum)
- 5.C Draft Memorandum #7: Incentives and Public-Private Partnerships (Subtask 5.3 – draft memorandum)
- 5.D Draft Memorandum #8: Multimodal Mobility Impact Assessment (Subtask 5.4 – draft memorandum)
- 5.E Joint Planning Commission / City Council Work Session #2 (Subtask 5.5 – no tangible deliverables; responsibilities include: attendance, presentation of existing summary, and responding to questions)
- 5.F Revised Memorandum #6 (Subtask 5.6 – revised memorandum)
- 5.G Revised Memorandum #7 (Subtask 5.7 – revised memorandum)
- 5.H Revised Memorandum #8 (Subtask 5.8 – revised memorandum)

TASK 6: COMPREHENSIVE PLAN AND DEVELOPMENT CODE AMENDMENTS

6.1 Draft Memorandum #9: Comprehensive Plan and Development Code Amendments

Consultant shall prepare and provide to City and APM Draft Memorandum #9 with Comprehensive Plan and Development Code amendments that implement the preferred alternative in Revised Memorandum #4, the public investments in Revised Memorandum #7, and the public-private partnerships in Revised Memorandum #8. Comprehensive Plan and Development Code amendments in Draft Memorandum #9 must reflect feedback on conceptual amendments in Memorandum #5 from Joint Planning Commission / City Council Work Session #2. Consultant shall coordinate with Agency Region 2 Traffic on any aspects of Draft Memorandum #9 that may affect the State highway system.

Comprehensive Plan and Development Code amendments in Draft Memorandum #9 must be indicated by underlined text for additions and strikeout text for deletions to City's existing Development Code and related documents.

6.2 Planning Commission Work Session #3

City shall arrange and conduct a work session for the Planning Commission. Consultant shall attend the Planning Commission Work Session in person to present proposed Comprehensive Plan and Development Code amendment from Draft Memorandum #9. Consultant shall respond to questions from Commissioners.

Consultant has no tangible deliverables for this task.

6.3 City Council Work Session #3

City shall arrange and conduct a work session for the City Council. Consultant shall attend the City Council Work Session in person to present proposed Comprehensive Plan and Development Code amendment from Draft Memorandum #9. Consultant shall respond to questions from Councilors.

Consultant has no tangible deliverables for this task.

6.4 Revised Memorandum #9

Consultant shall revise Draft Memorandum #9 and provide to City and APM to incorporate comments by reviewers, Planning Commissioners, City Councilors, and the public as directed by City. Revision of Draft Memorandum #9 must occur after Planning Commission Work Session #3 and City Council Work Session #3. CPM shall provide Consultant with compiled comments on Draft Memorandum #9 and provide guidance to Consultant to resolve any potentially conflicting comments.

DELIVERABLES – TASK 6: COMPREHENSIVE PLAN AND DEVELOPMENT CODE AMENDMENTS

City Deliverables

- 6.a Planning Commission Work Session #3 (Subtask 6.2 – agenda, meeting materials, meeting summary; responsibilities include: meeting arrangements)
- 6.b City Council Work Session #3 (Subtask 6.3 – agenda, meeting materials, meeting summary; responsibilities include: meeting arrangements)
- 6.c City Responsibilities: Review and comment on Consultant deliverables in Task 6

Consultant Deliverables

- 6.A Draft Memorandum #9: Comprehensive Plan and Development Code Amendments (Subtask 6.1 – draft memorandum)
- 6.B Planning Commission Work Session #3 (Subtask 6.2 – no tangible deliverables; responsibilities include: attendance, presentation of proposed amendment, and responding to questions)
- 6.C City Council Work Session #3 (Subtask 6.3 – no tangible deliverables; responsibilities include: attendance, presentation of proposed amendment, and responding to questions)
- 6.D Revised Memorandum #9 (Subtask 6.4 – revised memorandum)

TASK 7: PLAN ADOPTION

7.1 Draft NCCRP

Consultant shall prepare and provide to City and APM a Draft NCCRP to incorporate findings and recommendations from Revised Memoranda prepared for the Project. Consultant shall coordinate with City to determine content that must be included in the main body of the Draft NCCRP and content that must be provided in an appendix to preserve this information for future readers without requiring formal adoption of that material.

Prior to beginning work on the Draft NCCRP document, Consultant shall produce 1 annotated NCCRP outline, listing items and graphics to be included in the NCCRP document and solicit comments from City and APM.

7.2 Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation

City shall prepare and submit the required Notice to DLCD at least 35 days prior to the first scheduled Planning Commission Public Hearing for the Draft NCCRP.

Consultant has no tangible deliverables for this task.

7.3 Planning Commission Draft NCCRP

Consultant shall prepare and provide to City and APM a Planning Commission Draft NCCRP to incorporate comments from the CAC and other reviewers as directed by City and APM.

7.4 Planning Commission Public Hearing

City shall arrange and conduct Planning Commission Public Hearing to seek endorsement of the Planning Commission Draft NCCRP. City shall develop a PowerPoint presentation that summarizes key elements of the Planning Commission Draft NCCRP.

Consultant has no tangible deliverables for this task.

7.5 Adoption Draft NCCRP

Consultant shall prepare and provide to City and APM an Adoption Draft NCCRP with revisions to the Planning Commission Draft NCCRP that reflect comments and concerns of the Planning Commission as directed by the City and APM.

7.6 City Council Public Hearing

City shall arrange and conduct City Council Public Hearing to consider adoption of the Adoption Draft NCCRP.

Consultant has no tangible deliverables for this task.

7.7 Final NCCRP

Consultant shall develop a Final NCCRP by revising the Adoption Draft NCCRP to make changes resulting from City Council actions during the Public Hearing.

Consultant shall provide copies of the Final NCCRP, to the City and APM, in **both** hard copy and electronic formats. Electronic format must be Microsoft Word, Adobe Acrobat, or a format agreed upon by City and APM. Two hard copies must be provided.

7.8 Notice of Adopted Change to a Comprehensive Plan or Land Use Regulation

City shall prepare and submit the required Notice to DLCD regarding adoption of the NCCRP.

Consultant has no tangible deliverables for this task.

DELIVERABLES – TASK 7: PLAN ADOPTION

City Deliverables

- 7.a Draft NCCRP (Subtask 7.1 – no tangible deliverables; responsibilities include: coordination with Consultant)
- 7.b Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation (Subtask 7.2 – notice)
- 7.c Planning Commission Public Hearing (Subtask 7.4 – agenda, hearing materials, hearing summary; responsibilities include: meeting arrangements)
- 7.d City Council Public Hearing (Subtask 7.6 – agenda, hearing materials, hearing summary; responsibilities include: hearing arrangements)
- 7.e Notice of Adopted Change to a Comprehensive Plan or Land Use Regulation (Subtask 7.8 – notice)
- 7.f City Responsibilities: Review and comment on Consultant deliverables in Task 7

Consultant Deliverables

- 7.A Draft NCCRP (Subtask 7.1 – NCCRP outline and Draft NCCRP))
- 7.B Planning Commission Draft NCCRP (Subtask 7.3 – Planning Commission Draft NCCRP)
- 7.C Adoption Draft NCCRP (Subtask 7.5 – Adoption Draft NCCRP)
- 7.D Final NCCRP (Subtask 7.7 – Final NCCRP)

TABLE 1: GENERAL PROJECT DELIVERY SCHEDULE

Task	Title	Schedule (Months following Agency’s issuance of NTP)
Task 1	Project Initiation	Months 1-3 (and ongoing)
Task 2	Outreach	Months 1-16
Task 3	Develop Policy Basis for Plan	Months 2-5
Task 4	Gap Analysis	Months 4-8
Task 5	Plan Implementation	Months 6-10
Task 6	Comprehensive Plan and Development Code Amendments	Months 10-13
Task 7	Plan Adoption	Months 14-15

All the Tasks and deliverables listed within this SOW must be completed within the corresponding month on the General Project Delivery Schedule shown in Table 1 above. Consultant shall sequence all tasks to meet the delivery timeframes detailed in this WOC.

If the Project schedule or any update changes due dates or timeframes for deliverables identified in Table 1, an amendment to this WOC will be required to make those changes.

F. RESERVED

G. ADDITIONAL PROVISIONS FOR WOCs

1. Project Cooperation.

All Project Cooperation provisions, as detailed in Attachment 1 to PA Exhibit F, shall apply to this WOC.

2. Key Persons.

All Key Persons provisions, as detailed in Attachment 1 to PA Exhibit F, shall apply to this WOC. Consultant acknowledges and agrees that Agency selected Consultant and is entering into the WOC because of the special qualifications of Consultant's key personnel. In particular, Agency, through the WOC is engaging the expertise, experience, judgment and personal attention of the following Key Persons:

Name	Role
James Hencke	Consultant Project Manager

In the event Consultant requests that Agency approve a re-assignment or transfer of a Key Person:

- Consultant shall provide a resume for the proposed substitute demonstrating that the proposed replacement has qualifications that are equal to or better than the qualifications of the person being replaced.
- Agency shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person.
- Any substitute or replacement for a Key Person must be approved in writing (email acceptable) and shall be deemed to be a Key Person under the WOC.

Consultant agrees that the time/costs associated with the transfer of knowledge and information for a Key Person replacement is not a cost borne by Agency and shall not be billed to Agency. This includes labor hours spent reviewing Project and Services documentation, participation in meetings with personnel associated with the WOC/Project/Services, and participating in site visits to become familiar with the Project.

3. Staffing Adjustments.

During the term of the WOC, Consultant may make necessary staffing/classification adjustments (other than Key Personnel) to the proposed staff/classifications as shown in Consultant's BOC provided:

- the alternate staff/classifications are appropriately qualified to complete the assigned tasks,
- the billing rate for an alternate staff/classification does not exceed the classification billing rate maximum listed in the firm's approved Escalated Salary Rate ("ESR") or Negotiated Billing Rate ("NBR") on file with Agency (see limitations in PA Exhibit B, Part 1, Section J – Specific Limitations and Unallowable Charges), and

- the Services can be completed without exceeding WOC (or task, if applicable) NTE amount(s).

Agency reserves the right to require Consultant to provide notice to APM prior to implementing needed changes to staffing assignments.

4. Liquidated and Delinquent Debt Owed to State.

In the event Consultant has liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State, Agency may:

- i) Undertake collection by administrative offset, or garnishment if applicable, of all monies due for Services and Deliverables to recover liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State. Offsets or garnishment may be initiated after Consultant has been given notice if required by law;
- ii) Terminate the WOC, in whole or in part, immediately upon written notice to Consultant or at such later date as Agency may establish in such notice; or
- iii) Pursue any or all of the remedies available under the PA, at law, or in equity.

These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever, to the extent the remedies are not inconsistent.

5. Pay Equity Compliance

- **Discriminatory Wage Rates.** As required by ORS 279C.520, Consultant must comply with ORS 652.220 and shall not unlawfully discriminate against any of Consultant's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, gender identity, national origin, marital status, veteran status, disability, or age. Consultant's compliance with this section constitutes a material element of the WOC and a failure to comply constitutes a breach that entitles Agency to terminate the WOC and the PA for cause.
- **Employee Discussions Regarding Compensation.** As required by ORS 279C.520, Consultant may not prohibit any of its employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

H. COMPENSATION

The method(s) of compensation and payment option(s) selected below (**and as specified for any Contingency Tasks in the table in Section F**) are incorporated from Exhibit B to the PA. For additional detail and requirements regarding compensation methods, payment options, or Agency's right to withhold retainage, see PA - Exhibit B, Compensation. No compensation is provided to Consultant for negotiations, preparing or revising cost estimate for Services, or negotiating contracts with subcontractors.

H.1 Non-Contingency Tasks

The method(s) of compensation for non-contingency tasks in this WOC is:

Fixed Price Per Deliverable (includes all labor costs, overhead, profit, travel and other expenses)

Consultant Fixed Price Per Deliverable Table

Task #	Task / Deliverable	Deliverable Cost	Max Quantity	Total Amount
1	PROJECT INITIATION AND OUTREACH			\$51,800
1.A	Project Management Team Meetings	\$686.66	15	\$10,300
1.B	Background Documents and Data	\$5,400	1	\$5,400
1.C	Project Initiation Meeting and Site Visit	\$17,300	1	\$17,300
1.D	Community Advisory Committee and Interested Parties List	\$1,200	1	\$1,200
1.E	Public Involvement Plan	\$6,500	1	\$6,500
1.F	Project Website Launch	\$11,100	1	\$11,100
2	OUTREACH			\$115,200
2.A	CAC Meetings	\$4,616.66	6	\$27,700
2.B	Targeted Outreach Meetings	\$680	10	\$6,800
2.C	Targeted Outreach Events	\$10,850	2	\$21,700
2.D	Public Events	\$29,500	2	\$59,000
3	DEVELOP POLICY BASIS FOR PLAN			\$53,000
3.A	Draft Memorandum #1: Plan Goals and Objectives	\$8,000	1	\$8,000
3.B	Draft Memorandum #2: Existing Conditions	\$17,000	1	\$17,000
3.C	Draft Memorandum #3: Market Analysis	\$18,000	1	\$18,000
3.D	Revised Memorandum #1	\$3,600	1	\$3,600
3.E	Revised Memorandum #2	\$4,100	1	\$4,100
3.F	Revised Memorandum #3	\$2,300	1	\$2,300
4	GAP ANALYSIS			\$30,800
4.A	Draft Memorandum #4: Gap Analysis	\$19,500	1	\$19,500
4.B	Joint Planning Commission / City Council Work Session #1	\$4,100	1	\$4,100
4.C	Revised Memorandum #4	\$7,200	1	\$7,200
5	PLAN IMPLEMENTATION			\$66,100
5.A	Memorandum #5: Comprehensive Plan and Development Code Concepts	\$29,300	1	\$29,300
5.B	Draft Memorandum #6: Public Investments	\$4,800	1	\$4,800
5.C	Draft Memorandum #7: Incentives and Public/Private Partnerships	\$9,800	1	\$9,800
5.D	Draft Memorandum #8: Multimodal Mobility Impact Assessment	\$8,900	1	\$8,900
5.E	Joint Planning Commission / City Council Work Session #2	\$6,000	1	\$5,900
5.F	Revised Memorandum #6	\$2,300	1	\$2,300
5.G	Revised Memorandum #7	\$2,100	1	\$2,100
5.H	Revised Memorandum #8	\$3,000	1	\$3,000
6	COMPREHENSIVE PLAN AND DEVELOPMENT CODE AMENDMENTS			\$27,600
6.A	Draft Memorandum #9: Comprehensive Plan and Development Code Amendments	\$9,600	1	\$9,500
6.B	Planning Commission Work Session #3	\$6,300	1	\$6,300

Task #	Task / Deliverable	Deliverable Cost	Max Quantity	Total Amount
6.C	City Council Work Session #3	\$6,300	1	\$6,300
6.D	Revised Memo #9	\$5,500	1	\$5,500
7	PLAN ADOPTION			\$20,300
7.A	Draft NCCRP	\$13,300	1	\$13,300
7.B	Planning Commission Draft NCCRP	\$2,400	1	\$2,400
7.C	Adoption Draft NCCRP	\$2,300	1	\$2,300
7.D	Final NCCRP	\$2,300	1	\$2,300
	TOTAL			\$364,800

The dollar amount(s) for non-contingency tasks is entered in Section H.4 of this SOW, Compensation Summary Table.

H.2 Payment Options.

The payment option for the Services in this SOW is:

Payment upon Deliverable completion.

H.3 Reserved.

H.4 Total WOC NTE Amount

	Compensation Summary Table	Amount
1. CPFF NTE Amount (not including Fixed-Fee or contingencies)	NTE Amount for allowable costs of non-contingency Services in this WOC.	N/A
2. Fixed-Fee Amount	Total of non-contingency Fixed-Fee amount(s) (for CPFF only). [Basis for Fixed-Fee calculation: CPFF NTE amount (line 1 above) minus ODCs, labor costs for firms using NBRs (these rates already include profit), FCCM and costs for contingency tasks, if any, multiplied by profit rate negotiated using Agency's Profit worksheet = Fixed-Fee Amount.]	N/A
3. Fixed Price Amount	Total of non-contingency Fixed Price amount(s)	\$364,800.00
4. T&M NTE Amount	Total for any non-contingency Services	N/A
5. Price Per Unit NTE Amount	Total NTE for non-contingency Price Per Unit Costs	N/A
6. Total Non-Contingency Amount		\$364,800.00
7. Total for Contingency Tasks (if any) per Section F above:		\$0
TOTAL NTE (line 6 plus line 7)		\$364,800.00

This amount includes all direct and indirect costs, profit, Fixed Fee amount (if any) and contingency task costs (if any).	
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H.5 Invoices

Invoices must be in conformance with the ODOT Invoice Requirements and any other PA requirements.

The Invoice Requirements is available on the Internet at:

<https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx>

Consultant shall submit invoices electronically via email to:

David.I.Helton@odot.state.or.us and CIR2HQ@odot.oregon.gov.

H.6 Subcontractors "Paid Summary Report"

Consultant shall complete and submit to APM initial, interim and final **Paid Summary Reports** - form 734-2882 (<https://www.oregon.gov/ODOT/Forms/2ODOT/2882.pdf>) per the instructions on the form. Consultant must report payment information for all subcontractors and suppliers used under the WOC throughout the period of performance. **This reporting is required for all projects that include subs, regardless of funding source or whether or not a DBE goal or Certified Small Business Aspirational Target is assigned.**

WOC ATTACHMENTS

ATTACHMENT A – ACRONYMS & DEFINITIONS

ADA	the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, as amended
Agency	Oregon Department of Transportation
APM	Agency's Project Manager
BOC	Breakdown of Costs
CAC	Community Advisory Committee
CFR	Code of Federal Regulations
City	City of Newport
COI	Conflict of Interest
Consultant	David Evans and Associates, Inc.
CPM	City's Project Manager
CUF	Commercially Useful Function
DBE	Disadvantaged Business Enterprise
DLCD	Oregon Department of Land Conservation and Development
EA	Expenditure Account
ESR	Escalated Salary Rate
FP	Fixed Price
GIS	Geographic Information Systems
NBR	Negotiated Billing Rate
NCCRP	Newport City Center Revitalization Plan
NTE	Not to Exceed
NTP	Notice to Proceed
OAR	Oregon Administrative Rule
OCR	ODOT Office of Civil Rights
ODOT	Oregon Department of Transportation
OPO	ODOT Procurement Office
ORS	Oregon Revised Statute
PA	Price Agreement
P.E.	Oregon-registered Professional Engineer
PM	Consultant's Project Manager
PMT	Project Management Team
Project	Newport City Center Revitalization Plan
SAM	System for Award Management
SOW	Statement of Work
SSUR	Subcontractor Solicitation and Utilization Report
State	State of Oregon
TGM	Transportation and Growth Management
TSP	Transportation System Plan
WOC	Work Order Contract

ATTACHMENT B - BREAKDOWN OF COSTS FOR SERVICES (“BOC”)

The BOC dated 01/18/2024 is kept in the WOC file but not incorporated into the WOC. A copy of the final BOC has been provided to Consultant prior to WOC execution.

ATTACHMENT C - DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) PROVISIONS

A&E and Related Services (Goal)

[Revised July 2022]

For purposes of these DBE Provisions, “Contract” means any project-specific contract, Price Agreement (“PA”), Work Order Contract (“WOC”), Task Order, or any other contract entered into with ODOT (or local agency when applicable). “Consultant” and “Contractor” are hereinafter referred to as “Contractor”. **See sections d and i for specific documentation and reporting requirements of Contractor.**

- a. Policy and Program Authorities:** ODOT and Contractor agree to abide by and take all necessary and reasonable steps to comply with these DBE Provisions and the following, which are incorporated in this Contract with the same force and effect as though fully set forth in this Contract:

- ODOT DBE Policy Statement
<https://www.oregon.gov/ODOT/Business/OCR/Pages/Disadvantaged-Business-Enterprise.aspx>
- ODOT DBE Program Plan
<https://www.oregon.gov/ODOT/Business/OCR/Pages/Disadvantaged-Business-Enterprise.aspx>, and
- Requirements of Title 49, Code of Federal Regulations, Part 26
<https://www.ecfr.gov/current/title-49/subtitle-A/part-26?toc=1>) - Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

ODOT’s DBE Program authorities are set forth in the ODOT DBE Program Plan.

- b. DBE Goals:** ODOT’s overall goal for DBE participation is 15.37% for FHWA funded contracting and 6% (proposed) for FTA funded contracting. For FHWA funded contracting, ODOT may assign DBE Contract goals to increase participation by DBEs. For any Contract with an assigned DBE goal, Contractor shall select a portion of work available under the Contract for DBE participation. Contractor may use DBE subcontractors, suppliers, manufacturers, or Professional Services and Related Services providers to fulfill the assigned DBE Contract goal as long as the DBE is certified in the types of work selected. The assigned DBE Contract goal remains in effect throughout the life of the Contract. Dollar values of participation shall be credited toward meeting the assigned DBE Contract goal based on DBE gross earnings.

- **A separate DBE Contract goal, as set forth on page 1 of the WOC or project-specific Contract (as applicable), has been assigned for this procurement.**

- c. Nondiscrimination Requirement:** Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by Contractor to carry out these requirements is a material breach of this Contract, which

may result in the termination of this Contract or such other remedy as ODOT deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR § 26.13(b)).

- d. **Documentation of Proposed Participation:** Contractor shall document sufficient DBE participation to meet an assigned Contract goal or, alternatively, document adequate good faith efforts to do so (see 49 CFR § 26.53). All work committed to a DBE firm toward meeting the assigned participation goal must be performed under a written subcontract. The subcontract must fully describe any work committed to be performed by the DBE and shall include all required flow-down provisions of the primary Contract. Contractor must complete and submit the following documentation, as applicable:
1. **Subcontractor Solicitation and Utilization Report (“SSUR”)** – submitted with proposal in response to formal and informal Requests for Proposals (RFPs).
 2. **Breakdown of Costs (“BOC”) or BOC-NBR-** submitted prior to negotiation and execution of the Contract and each amendment that changes the scope of work and costs under the Contract. The BOC forms and BOC Requirements are available from the Internet at: <https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx>. The BOC must clearly list any tasks or subtasks to be performed by subcontractors (DBEs and non-DBEs), each subcontractor’s Federal Tax ID and identification of any required personnel. Include in the Expense Detail tab any required equipment and supplies furnished by the DBE, any of the prime contractor’s resources that will be provided for the DBE’s use, and identification of any second or lower tier subcontractors with the dollar amounts for each.
 3. **Committed DBE Breakdown and Certification Form(s)-AE.** Required for all Contracts with assigned goals and completed prior to Contract execution and any proposed substitution. See submittal instructions on the form.
 4. **Subcontractor Reporting:** Complete and submit an initial **Paid Summary Reports** - form 734-2882 (<https://www.oregon.gov/ODOT/Forms/20DOT/2882.pdf>) per the instructions on the form.
- e. **Good Faith Efforts:** Contractor shall make good faith efforts, as set forth in 49 CFR § 26.53, Appendix A to Part 26, and ODOT DBE Program Plan, to obtain and support DBE participation that could reasonably be expected to produce and maintain a level of DBE participation sufficient to meet the Contract goal. Good faith efforts are required during solicitation, upon Contract award, and continue throughout the performance of the Contract to maximize DBE participation. The Agency (or local agency when applicable) Project Manager (“APM”) may request Contractor to submit evidence of good faith efforts prior to Contract execution or at any time during the course of the Contract and Contractor shall promptly submit such evidence. Contractor shall use the specific DBEs listed in the Committed DBE Breakdown and Certification form(s) to perform the work and supply the materials for which each is listed unless Contractor obtains ODOT’s prior written consent to terminate and replace a DBE as provided in section j. below. Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBEs as required by this provision.
- f. **Commercially Useful Function (“CUF”):** Contractor is responsible to ensure the DBE performs a commercially useful function on the Contract. A DBE performs a CUF when it is responsible for execution of the work of the Contract/subcontract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. Additional detail regarding CUF requirements and other conditions for counting participation by DBE contractors is set forth in

49CFR § 26.55. The APM will review the proposed DBE participation and may provide written comments as to whether the activities and type of work identified for DBEs complies with program regulations. In those instances where proposed activity and type of work violates applicable regulations, written comments will be offered as to corrective action required in order to comply with the regulations. ODOT may perform a CUF review at any time during the performance of the Contract.

- g. **Changes in Work Committed to DBE:** ODOT will consider the impact on DBE participation in instances where the prime Contract is amended to reduce, or delete work committed to the DBE. In such instances, Contractor shall not be required to replace the work but is encouraged to do so to the maximum extent practicable.
- h. **Prompt Payment and Retainage:** Contractor shall pay each subcontractor for satisfactory performance under its contract no later than 10 calendar days from receipt of each payment Contractor receives from ODOT (or local agency when applicable) for the subcontracted work. In addition, within 10 calendar days of receipt of retainage from ODOT (or local agency when applicable), Contractor shall pay to each subcontractor the retainage that pertains to the work of that subcontractor.
- i. **Reporting Requirements:** Contractor must report payment information for all subcontractors and suppliers used under the Contract throughout the period of performance. Contractor shall complete and submit initial, interim and final **Paid Summary Reports** - form 734-2882 (<https://www.oregon.gov/ODOT/Forms/2ODOT/2882.pdf>) per the instructions included on the form.
- j. **Termination of DBE Notification Requirement:** Contractor shall comply with all requirements set forth in 49 CFR § 26.53 regarding termination of DBEs including, without limitation, documentation of good cause, 5-day notice to the DBE subcontractor and ODOT, DBE responses, ODOT's prior written consent of DBE termination, and replacement of DBEs. ODOT will provide such written consent only if it agrees the prime contractor has good cause to terminate the DBE in accordance with 49 CFR 26.53(f)(3).
- k. **Remedies:** Contractor's failure to comply with these DBE Provisions and the requirements of 49 CFR Part 26 may result in one or more of the following administrative actions as deemed appropriate by ODOT: non-compliance documented in ODOT evaluation of Contractor performance, a corrective action plan prepared by Contractor, ODOT (or local agency when applicable) withholding of retainage, suspension of work, reporting of non-compliance to the federal System for Award Management ("SAM") available at <https://sam.gov>, any other remedies provided under the Contract.
- l. **Information/Questions:** The DBE program is administered by the ODOT Office of Civil Rights ("OCR"). Questions related to the DBE Program may be sent via email to ocrinforequest@odot.oregon.gov or otherwise directed to: Oregon Department of Transportation Office of Civil Rights, ODOT Materials Laboratory Building, 800 Airport Road SE, Rm 61, Salem, OR 97301; Phone: 503-986-4350.
- m. **Directory of Certified Firms:** A searchable database for active certified firms (by NAICS code, NIGP code, ODOT code, certification type, location or project ethnicity goals) is available on line at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.

Related Web Sites:

All forms, documents and CFR citations referenced or linked in these DBE Provisions are available online at:

- **Forms:** <https://www.oregon.gov/ODOT/Business/OCR/Pages/Forms.aspx>
- **Documents:** <https://www.oregon.gov/ODOT/Business/OCR/Pages/Disadvantaged-Business-Enterprise.aspx>
- **49 CFR Part 26:** <https://www.ecfr.gov/current/title-49/subtitle-A/part-26?toc=1>

ATTACHMENT C.1 - COMMITTED DBE BREAKDOWN and CERTIFICATION FORM(s)-AE

The signed Committed DBE Breakdown and Certification Form(s)-AE is not physically attached, but is incorporated into this WOC by this reference with the same force and effect as though fully set forth herein. Prior to WOC execution, Consultant shall email (per the submittal instructions on the form) a separate, signed Committed DBE Breakdown and Certification Form(s)-AE for each DBE subcontractor that will provide Services under the WOC.











WOC #2 on PA #B38913 - City of Newport CCRP (TGM 2D-21)

Final Audit Report

2024-02-28


Created:	2024-02-28 (Pacific Standard Time)
By:	Kelsey MAFFEI (Kelsey.M.MAFFEI@odot.oregon.gov)
Status:	Signed
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"WOC #2 on PA #B38913 - City of Newport CCRP (TGM 2D-21) " History

-  Document created by Kelsey MAFFEI (Kelsey.M.MAFFEI@odot.oregon.gov)
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 Agreement completed.
2024-02-28 - 12:56:27 PM PST

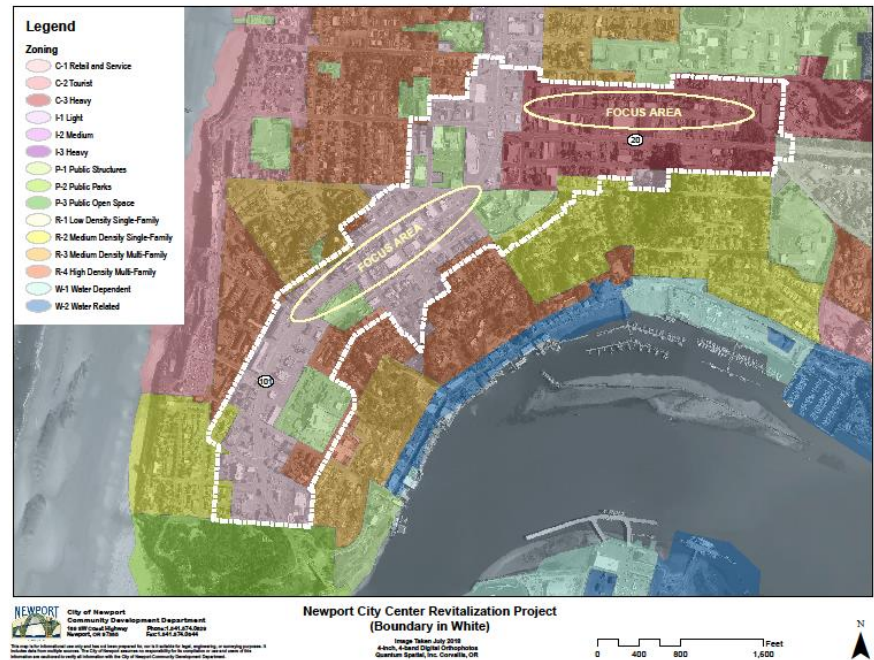


The Newport City Center Revitalization Plan Project

This planning effort will develop a set of land use policies and regulations, with financial incentives, to support reinvestment in City Center, along the US 20/101 commercial corridors between the City’s east entrance and the Yaquina Bay Bridge. The project will identify transportation solutions that compliment proposed land use policies to promote mixed use development to create a live-work environment where residents have convenient access to employment and essential services.

Many of the properties in the area are underutilized or in economic distress with vacant storefronts and aging, poorly maintained buildings. The City established an urban renewal district in 2015 to generate funding to revitalize the area, and has partnered with the Oregon Department of Transportation (“ODOT”) on a Transportation System Plan (“TSP”) update (adopted August 2022) to identify how the transportation system can be redefined to catalyze economic development and provide infrastructure needed to support additional density. The 2022 TSP identified two alternatives for improving transportation facilities within the project area along US 101. This effort will identify which of those alternatives, or variations of the alternatives, will best support project objectives.

Figure 1: Project Area



Project Objectives

The City Center Revitalization Plan seeks to encourage development and redevelopment to create a vibrant urban center by accomplishing the following:

- Refining the two TSP options for realigning US 101 through City Center and identifying the option that best supports desired development patterns.
- Developing amendments to the City’s Comprehensive Plan and development code to encourage desired development patterns.
- Identifying public investments/incentives needed to encourage desired development and improve livability.



CONTACT
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Community Development Director
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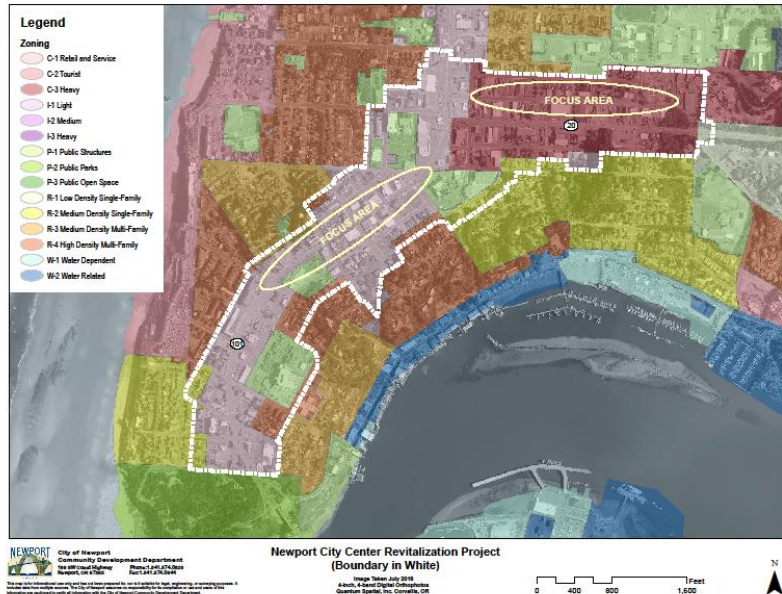


Proyecto del Plan de Revitalización del Centro de la Ciudad de Newport

Este esfuerzo de planificación desarrollará un conjunto de políticas y reglamentos de uso de la tierra, con incentivos financieros, para apoyar la reinversión en el centro de la ciudad, a lo largo de los corredores comerciales US 20/101 entre la entrada este de la ciudad y el puente de la bahía de Yaquina. El proyecto identificará soluciones de transporte que complementen las políticas de uso de la tierra propuestas para promover el desarrollo de uso mixto para crear un entorno de vida y trabajo donde los residentes tengan un acceso conveniente al empleo y los servicios esenciales.

Muchas de las propiedades en el área están subutilizadas o en dificultades económicas con escaparates vacíos y edificios viejos y mal mantenidos. La Ciudad estableció un distrito de renovación urbana en 2015 para generar fondos para revitalizar el área, y se asoció con el Departamento de Transporte de Oregon ("ODOT") en una actualización del Plan del Sistema de Transporte ("TSP") (adoptada en agosto de 2022) para identificar cómo el sistema de transporte se puede redefinir para catalizar el desarrollo económico y proporcionar la infraestructura necesaria para soportar una densidad adicional. El TSP de 2022 identificó dos alternativas para mejorar las instalaciones de transporte dentro del área del proyecto a lo largo de la US 101. Este esfuerzo identificará cuál de esas alternativas, o variaciones de las alternativas, apoyará mejor los objetivos del proyecto.

Figura 1: Área del proyecto



Objetivos del Proyecto

El Plan de Revitalización del Centro de la Ciudad busca fomentar el desarrollo y la reurbanización para crear un centro urbano vibrante al lograr lo siguiente:

- Refinar las dos opciones de TSP para realinear la US 101 hasta el centro de la ciudad e identificar la opción que mejor apoye los patrones de desarrollo deseados.
- Desarrollar enmiendas al Plan Integral de la Ciudad y al código de desarrollo para fomentar los patrones de desarrollo deseados.
- Identificar las inversiones públicas y los incentivos necesarios para fomentar el desarrollo deseado y mejorar la habitabilidad.



CONTACTO

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