

**INTERGOVERNMENTAL AGREEMENT
Newport Transportation System Plan
City of Newport**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the CITY OF NEWPORT, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. The Transportation Planning Rule, Oregon Administrative Rule (OAR) 660-012-0015, requires jurisdictions throughout Oregon to prepare and adopt regional or local transportation plans. The purpose of a Transportation System Plan ("TSP") is to identify a system of transportation facilities and services adequate to meet identified municipal transportation needs. A regional or local TSP must be consistent with adopted elements of the state TSP.
3. The planning horizon of a TSP is typically twenty (20) years. Agency now requires an updated TSP to address future transportation infrastructure and improvements, and the Parties desire to collaborate on the updated TSP. The purpose of this Agreement is to document the financial commitments of Agency and State to the development of Agency's updated TSP.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, the Parties agree to provide funds for the development of an updated TSP for Agency. State contracted with DKS Associates (the "Consultant") to provide transportation planning and public involvement services for the development of Agency's updated TSP through Work Order Contract No. 7 (the "WOC") under Price Agreement B33873 (the "Project"). The WOC tasks are summarized as shown in Exhibit A, attached hereto and by this reference made a part hereof.
2. Agency desires to contribute financially to the Project, and commits to contribute Agency funds to State for the Project.
3. The Project will be financed at a total Project cost not to exceed \$507,687.46 in local, state, and federal funds. The total cost of the Project is subject to change.

Agency shall contribute \$250,000 to State for the Project. Agency's financial contribution for the Project shall not exceed that amount, except through an executed amendment to this Agreement. The remaining cost of the Project, \$257,687.46, is the responsibility of State. The Parties' combined financial commitment for the Project shall not exceed \$507,687.46, except through amendment to the WOC.

4. The Parties agree that State will serve as the lead contract administrator that is responsible for managing the work performed by the Consultant and all expenditures of funds committed by the Parties to the Project under this Agreement.
5. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate on November 15, 2022, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

AGENCY OBLIGATIONS

1. Agency agrees to contribute \$250,000 to State to assist in financing the Project. Agency's contribution of \$250,000 shall be provided to State in two payments after receipt of State's written request for payment.
 - a. Agency's first payment of \$200,000 shall be submitted by June 30, 2019.
 - b. Agency's second payment of \$50,000 shall be submitted by November 15, 2021.
2. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to provide Agency's contribution of \$250,000 under this Agreement.
3. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
4. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.

5. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of the Project. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
6. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
7. Agency's contact for this Agreement is Derrick Tokos, Community Development Director, City of Newport, 169 SW Coast Hwy, Newport, OR 97365; phone: 541-574-0626; email: d.tokos@newportoregon.gov, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall, upon execution of this Agreement, prepare and forward to Agency a letter requesting Agency's \$250,000 contribution for the Project. The letter requesting Agency's contribution shall be sent to Agency's contact identified in this Agreement, and shall include the following information.
 - a. Agency's first payment of \$200,000 shall be submitted by June 30, 2019.
 - b. Agency's second payment of \$50,000 shall be submitted by November 15, 2021.
2. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
3. State's contact for this Agreement is James Feldmann, Senior Region Planner, ODOT Region 2, Area 4, 3700 SW Philomath Blvd, Corvallis, OR 97333; phone: 541-757-4197; email: james.feldmann@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. Each Party shall ensure that its activities under this Agreement comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together "ADA"). The Parties agree that all facilities or improvements resulting from the planning product(s) delivered under the WOC shall be ADA-compliant.

2. This Agreement may be terminated by mutual written consent of both Parties.
3. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide payment called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
6. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the

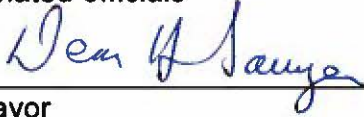
Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

7. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
9. State and Agency agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
11. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

City of Newport / ODOT
Agreement No. 32492

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

CITY OF NEWPORT, by and through its designated officials

By 
Mayor


Date 3-6-2019

STATE OF OREGON, by and through its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By 
City Manager

Date 3-6-19

By 
City Legal Counsel

Date 3-5-19

APPROVAL RECOMMENDED

By _____
Region 2 Manager

Date _____

By _____
Planning and Development Manager

Date _____

Agency Contact:
Derrick I. Tokos
Community Development Director
City of Newport
169 SW Coast Highway
Newport, OR 97365
(541) 574-0626
d.tokos@newportoregon.gov

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

State Contact:
James Feldmann
Senior Region Planner
ODOT Region 2, Area 4
3700 SW Philomath Blvd
Corvallis, OR 97333
(541) 757-4197
james.feldmann@odot.state.or.us

EXHIBIT A

State and Agency are contributing funds for the development of Agency's updated TSP. The work of developing the updated TSP will be accomplished through Work Order Contract No. 7 (WOC) under State's Price Agreement number B33873, which contains details regarding each task and deliverable. The collaborative work of State, Agency, and Consultant in the development of Agency's updated TSP as detailed in the WOC is identified as the Project in this Agreement.

The following is an overview summary of the tasks included in the WOC, each of which include subsections and deliverables.

TASK	DESCRIPTION
1	Project Management
2	Public Involvement Program
3	Background Plans and Policy Review
4	Existing and Forecasted System Conditions
5	Develop and Evaluate Solutions
6	Prepare Draft TSP Update
7	Adoption Process
8	Summary of Findings and Project Closeout



Oregon Department of Transportation

FACSIMILE / EMAIL SIGNATURE CERTIFICATION

To: Megan Hodges, Procurement Specialist
ODOT Procurement Office

Phone: 503-986-2860

From: Carl Springer
DKS Associates

Phone: (503) 243- 3500 ext.

Fax: () -

Date: January 2, 2019

Pages including this cover page: 2

Send to
Denise via
email
3/6/19

Re: B33873W7

Project name: Newport TSP Update

I, [signatory's name (print)] Carl Springer, [title] Principal,
received a complete copy of the above referenced ODOT contract document between the State of
Oregon acting by and through the Department of Transportation and [Contractor name] DKS
Associates . by email on [date] January 2nd, 2019. I have signed the printed
form of the above referenced electronically transmitted document without change. A copy of the
document's signature page containing my signature is included with this facsimile or email
transmission.

Carl Springer

Signature: _____ **Date:** 01-02-2019

WORK ORDER CONTRACT # 7

PRICE AGREEMENT ("PA") # B33873

Project Name/Location: Newport Transportation System Plan Update

This Work Order Contract ("WOC") is entered into by and between the State of Oregon, by and through its Oregon Department of Transportation ("Agency" or "ODOT"), and DKS Associates, Inc., a California, 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.1, E, K
- c. the attached Statement of Work and Delivery Schedule;
- d. the attached Breakdown of Costs ("BOC") {except for Fixed-Price, file copy only};

WOC EXPIRATION DATE: 11/15/2022. The required schedule for performance under the WOC is specified in the Statement of Work and Delivery Schedule.

DBE (WOC includes federal funds? Y <input type="checkbox"/> N <input checked="" type="checkbox"/>		No DBE Goal
Certified Small Business Aspirational Target (for State-only funded WOCs over \$100,000, including as amended; see PA Exhibit K): 12 %		
Expenditure Account ("EA") # 19PF220-381	Fed Aid #: PR19(001)	ODOT Key # N/A
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; and \$11,480.06 for contingency tasks, each of which must be separately authorized by Agency.		\$507,687.46

This WOC is effective on the date it has been signed by the Parties and all required State of Oregon approvals have been obtained. No Payment shall be made for Services that are performed before: i) the WOC effective date and ii) a Notice-To-Proceed has been issued by Agency.

Certification:

A. Any individual 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) S/he is authorized to act on behalf of Consultant, s/he has authority and knowledge regarding Consultant's payment of taxes, and to the best of her/his knowledge, Consultant is not in violation of any Oregon tax laws. For purposes of this certification, "Oregon tax laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

B. Any individual signing on behalf of Consultant hereby certifies they are 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) [Check one of the following two certifications as applicable (the COI Guidelines and COI Disclosure Form are available at: <https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx>):
 - (a) Consultant understands and has provided to all Associates the ODOT COI Guidelines and COI Disclosure Form. Consultant and (to the best of the undersigned's information, knowledge and belief) Consultant's Associates are in compliance with the COI Guidelines and have no conflicts of interest, no ODOT employees hired within the last one-year period, and no other disclosures required per the COI Guidelines and COI Disclosure Form. "Associate" has the meaning provided in the COI Guidelines.
 - (b) All disclosures required, per the COI Guidelines and COI Disclosure Form, for Consultant and (to the best of the undersigned's information, knowledge and belief) Consultant's Associates (as defined in the COI Guidelines) have been indicated on the Conflict of Interest Disclosure Form(s) submitted regarding this WOC, and if determined necessary by Agency, a mitigation plan has been approved by Agency.
- (4) Consultant has a written policy and practice, that meets the requirements described in ORS 279A.112 (HB 3060, 2017), of preventing 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](#)).
- (5) Consultant has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.
- (6) Consultant is an independent contractor as defined in ORS 670.600 and as described in [IRS Publication 1779](#).
- (7) 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.


CONSULTANT: Carl Springer
Signature & Title

01-02-2019
Date

LEGAL SUFFICIENCY: Approved by Christine Taylor via email dated 11/29/2018

ODOT (Procurement Authority)

Stacie Olano
Signature

 Digitally signed by Stacie Olano
Date: 2019.01.04 08:41:50 -08'00'
Print Name

Date

**STATEMENT of WORK and DELIVERY SCHEDULE
for
WOC #7 under PA #B33873**

Newport Transportation System Plan Update

Name:	Agency's Project Manager ("APM") for the WOC James Feldmann	Name:	Consultant's Project Manager ("PM") for the WOC Carl Springer
Address:	3700 SW Philomath Blvd Corvallis, OR 97333	Address:	720 SW Washington St., Suite 500 Portland, OR 97205
Phone:	541-757-4197	Phone:	503-243-3500
Email:	James.FELDMANN@odot.state.or.us	Email:	cds@dksassociates.com
Agency's Contract Administrator for the WOC		Alternate Contact for Consultant	
Name:	James Feldmann	Name:	
Phone:	541-757-4197	Phone:	
Email:	James.FELDMANN@odot.state.or.us	Email:	

Agency may change the APM designation, Agency's address for invoicing (section H.5), or both by promptly sending written notice (e-mail notice or electronic amendment acceptable) to Consultant, with a copy to ODOT Procurement Office. Changes to Agency's Contract Administrator for the WOC must be done by amendment or electronic amendment. Any changes to Consultant's Project Manager must be approved in writing (e-mail 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 project identified below:

Home to several popular tourist destinations, the City of Newport (the "City") has several unique attractions and features that make the city a desirable place to both visit and reside. The City's economy is relatively diverse and it is experiencing increased growth, particularly in the marine research/education and commercial fishing sectors. However, the City faces many challenges that are typical of coastal cities. Highways 101 and 20, major freight and vehicular routes to and from the coast, bisect the town and create obstacles for bicycle, pedestrian, and traffic circulation. Aged infrastructure that is in need of repair is becoming burdensome as well. Additionally, Newport and surrounding areas are increasingly popular tourist destinations, and traffic levels are becoming taxing on the community.

The recently completed Greater Newport Vision 2040 plan, developed following extensive community outreach, identifies the revitalization of the US 101 and US 20 corridors and investing in maintenance and upgrades to transportation infrastructure as high priorities. Further, the City has put in place an urban renewal district, system development charges, and other funding mechanisms with the capacity to generate millions of dollars over the next 20-years to fund future transportation-related improvements. The Transportation System Plan ("TSP") update that will result from this WOC will inform how those investments can best be leveraged to create a transportation system that meets the long term needs of the community (the "Project").

B. STANDARDS and GENERAL REQUIREMENTS

The standards and general requirements applicable to this WOC are stated in the parent PA. In addition to those stated in the PA, the following shall apply to this WOC:

1. 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. Utilize ODOT standards to assess and ensure Project compliance with the Americans with Disabilities Act of 1990 (“ADA”), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards; and shall
- 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 Contract 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. In addition, at Project completion, Consultant shall send an ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to ODOT’s Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT’s fillable Curb Ramp Inspection Form and instructions are available at the following address: <https://www.oregon.gov/ODOT/Forms/Pages/default.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.

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.
- Consultant shall return the revised deliverables to Agency staff, with Agency comments incorporated, within 10 business days of Consultant’s receipt of Agency’s comments, unless a different timeframe is specified for specific tasks or otherwise agreed to in writing by Agency.

D. FORMAT REQUIREMENTS

- Consultant shall use ProjectWise for electronic submittal and receipt of files as necessary for the Project (see WOC Attachment D).
- Consultant shall submit draft deliverables in electronic format via email (and hard copy if requested).
- Consultant shall also submit all graphic files accompanying reports separately in .jpg or .tif formats unless specified differently by Agency.
- Each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., MS Word, Excel, etc.) and must be fully compatible with version used by Agency.
- 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 all tasks and provide all deliverables (collectively, 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. The delivery schedule is listed under each task.

TASK 1: Project Management

1.1 Project Administration – Establish Project Management Team (“PMT”) and Project Protocols

Consultant shall lead, manage, and monitor the progress of Consultant’s work towards completion of the tasks described in this scope of work. Consultant shall:

- Maintain Project file to include documentation related to the Project, including but not limited to computations, assumptions, meeting minutes, working drawings, correspondence and memoranda
- Organize and lead the PMT, that must include, at a minimum, the APM, PM, and City Project Manager

1.2 Develop and Maintain Project Management Web Site

Consultant shall prepare and maintain a Project management web site (using web-based tools) that includes communication, PMT roster, draft and revised schedules, online discussion topics, and deliverables. All final deliverables must be posted to the Web site for access by and distribution to the project team.

Consultant shall develop the initial Project Schedule with input from the PMT and distribute it to the APM and City Project Manager for 1 round of final comments after PMT input. The APM will provide Consultant with 1 set of consolidated Agency comments. Consultant shall obtain the City Project Manager’s comments. Consultant’s final Project Schedule must include critical path dates and products.

1.3 Prepare Monthly Progress Reports

Consultant shall prepare and submit monthly progress reports summarizing the work performed, noting any concerns with deliverables, schedule, or budget.

1.4 Prepare Project Template for Deliverables

Consultant shall create a template to be used for Project deliverables and figures. The draft template must be developed with input from the PMT and distributed to the APM and City Project Manager for one round of final comments after PMT input.

1.5 PMT Check-In Conference Calls

Consultant shall communicate with the APM and the PMT through conference calls every two weeks, as necessary, to discuss Project status, upcoming deliverables, and to discuss and address any potential issues.

Consultant shall summarize and document key potential issues discussed in the conference call and distribute them in a follow-up email to the PMT.

Note: Video conferencing or on-line tools may be utilized as needed.

Consultant Deliverables for Task 1

- 1.1 PMT roster, posted to the project management web site; due within 1 month from the issuance of the NTP
- 1.2.1 Project management web site; active within 1 month from the issuance of the NTP
- 1.2.2 Draft and Final Project schedule (one electronic copy); draft schedule due within 1 month from the issuance of the NTP, final schedule due within 1 week of receiving comments, updated ongoing throughout the Project
- 1.3 Monthly progress reports; due by the 15th of the following month
- 1.4 Draft and Final Project templates and logo (one electronic copy); draft due within 1 month from the issuance of the NTP, final due within 1 week of receiving comments
- 1.5 Meeting summaries of 36 PMT conference calls; ongoing throughout the Project and posted to the Project management web site due within one week of the meeting

TASK 2: Public Involvement Program

2.1 Public and Stakeholder Involvement Strategy (“PSIS”) – Technical Memorandum (“TM”) #1

Note: The purpose of this task is to gain public input throughout the duration of the TSP Update process at key milestones and targeted subarea workshops.

Consultant shall develop a PSIS, with input from the PMT. The PSIS will clarify roles and responsibilities for the City and the Consultant and must include strategies for key community contacts, advertising meetings, distributing work products, methods to gather community input, community workshop format, and joint Planning Commission/City Council work sessions. In addition, Consultant shall facilitate and schedule multi-day public involvement workshops to inform the public of subareas plans in the Commercial Core area (which includes the corridors around OR 20 and US 101 north of the Yaquina Bay Bridge) and Agate Beach Neighborhood. The PSIS must be documented in Technical Memorandum #1.

To inform the PSIS, the Consultant shall conduct interviews with up to 5 community groups and 20 key stakeholders, and shall incorporate input from stakeholder interviews into the PSIS; a separate summary is not required. The interviews must consider general transportation needs within Newport and specific areas of concern in the Commercial Core and the Agate Beach Neighborhood. In conducting the interviews, Consultant shall also consider outreach needs and reporting requirements consistent with the Federal Title VI Program and Environmental Justice Executive Order (“EJEO”) provisions to ensure full and fair participation by all potentially affected community members in the decision-making process. This outreach must include disabled, low-income, limited English proficiency, minority or other underserved groups.

Consultant shall perform demographic analysis using U.S. Census data (at the smallest scale possible, e.g., Census Tract or Block Group) and input from the City and other service providers to identify Title VI and Environmental Justice (“EJ”) populations in the project area. Consultant shall develop and follow outreach and reporting protocols in order to meet Title VI and Environmental Justice Program requirements and directives and to ensure full and fair participation by all potentially affected community members in the decision-making process. Title VI and EJ analysis and documentation must be consistent with the Region 2 Guidelines for Addressing Title VI/Environmental Justice (EJ) in Transportation Planning. ODOT will require any translations or accommodations either indicated by the demographic analysis or requested during the Project.

project. To review the PSIS, the Consultant shall conduct 1 conference call with City and ODOT staff.

2.2 Public Website

Consultant shall develop, launch, and maintain a public website for the TSP Update. The website must include a description of the TSP Update and schedule of events, provide access to draft and final deliverables, provide the ability to collect public comments, and invite the public to join the Project

interested parties list. Consultant shall share online surveys over the website at key milestones to solicit input from the general public. The website must provide a link between the TSP Update public website and the Agency and City websites. The Consultant shall create an interactive map with comment features to support the identification of Project needs. The Consultant shall create a Project overview video that explains to the general public why the TSP Update matters and how they can contribute to it. The Consultant shall make the video available on the website and use during public presentations, as appropriate, to introduce the TSP Update process in a readily understandable way.

2.3 Interested Parties List and Comment Response

Consultant shall maintain an interested parties list for the TSP Update. The initial list will be provided by the City. The Consultant shall update the list on a monthly basis. Additionally, Consultant shall create an online sign-up feature for the interested parties list that will allow the user to self-select interest areas, such as specific travel modes or geographic areas, as well as general citywide issues. The Consultant shall also track and respond to public inquiries. Consultant shall spend up to 2 hours per month tracking and responding to public inquiries.

2.4 Establish Planning Advisory Committee (“PAC”)

The Consultant shall coordinate with the City and ODOT to develop a PAC roster and invite people to participate in the PAC. The City shall provide contact information for prospective PAC members. The Consultant shall develop a draft PAC charge and protocols for discussion at PAC meeting #1.

The PAC may include community members, advocates, and representatives of affected agencies. Consultant will also develop a plan for engaging at least 4 other City/County Committees to ensure those groups have an opportunity to fully participate in the process and provide feedback to inform the PAC’s work (e.g. City Bike/Pedestrian Committee, City Planning Commission, 60+ Advisory Committee, and County Planning Commission). In addition, the Consultant shall recommend a committee organization to address the Commercial Core and Agate Beach Neighborhood as well as the general citywide transportation needs and solutions.

2.5 Targeted Outreach to EJ/Title VI Communities

Consultant shall prepare a fact sheet about the TSP Update process that will also be translated into Spanish and conduct 3 focused events to share information with Title VI/EJ communities. Beyond the fact sheet, these three events will use materials developed for other events and meetings described in this WOC. Consultant shall provide a summary for these three events. Consultant shall conduct the events be over two days.

Consultant Deliverables for Task 2

- 2.1.1 Draft TM #1 – PSIS (one electronic copy); due within 1 month from the issuance of the NTP
- 2.1.2 Final TM #1 – PSIS (one electronic copy); due within 1 week of receiving comments from City and ODOT
- 2.2 Develop and maintain Project website; due within 1 month from the issuance of the NTP, updated ongoing throughout the Project
- 2.3.1 Interested parties list and 18 monthly updates
- 2.3.2 Comment log and 18 monthly updates
- 2.4.1 PAC roster due within 2 months from the issuance of the NTP
- 2.4.2 PAC charge and protocols due within 2 months from the issuance of the NTP
- 2.4.3 Advisory Committee coordination plan due within 2 months from the issuance of the NTP
- 2.5 Summary for three EJ/Title VI focused outreach events due within 2 months from the issuance of the NTP

TASK 3: Background Plans and Policy Review

3.1 Background Plans and Policies Review

Note: The purpose of this task is to understand the issues of unique concern to the City, to build upon prior planning efforts, and to help all stakeholders develop a common understanding of the context surrounding the new TSP Update.

Consultant shall obtain and review related background materials from the City Project Manager including plans, strategies, studies and data. Consultant shall obtain and review all applicable statewide planning documents as well.

3.2 Plan Review Summary – Technical Memorandum #2

Consultant shall prepare a draft and final TM #2 summarizing the documents and other information reviewed in Task 3.1. The memo must highlight key improvement projects, goals, policies, and growth assumptions from the documents that should be considered in updating the TSP.

Note: City will provide a summary of key issues to address based on their local knowledge and experience. This includes identifying areas where significant development has occurred or is planned to occur, and any known deficiencies in the existing TSP that need to be addressed in the update.

Consultant shall draft suggested approaches for addressing the issues identified above and present them, along with the summary of existing documents, in TM #2 for review by the PMT. The draft must be circulated to the PAC for their review and comments. Consultant shall incorporate comments and provide a final version of TM #2.

3.3 Regulatory Review – Technical Memorandum #3

Consultant shall review and identify regulatory gaps in the City's Comprehensive Plan and Development Code that need to be updated to bring them into compliance with the Oregon Transportation Plan and the Transportation Planning Rule ("TPR") and, with the policies anticipated to be included in the updated TSP, which will be developed later in the process. The review must ensure that policies exist to protect the function of roadway facilities, promote alternate modes (transit, bicycling and walking), and ensure that land uses and roadway classifications are compatible. Findings from this review must be used to develop implementing regulations in Task 6.4. Consultant shall provide a draft and final TM #3 detailing the review.

3.4 PMT Meeting #1 and Project Kick-Off

Note: The purpose of this meeting is to define PMT roles, discuss the PSIS and review TM #3 and provide input for TM #4.

Consultant shall discuss the draft findings from TM #3 and gather PMT input for TM #4, and review the PSIS. Consultant shall present the agenda topics and lead a follow-up discussion. Consultant shall prepare a meeting summary documenting the discussion and direction provided, which will be used to prepare final versions of the Technical Memorandums. Consultant shall provide a sign in sheet for all attendees. Up to 5 members of the Consultant team will attend this two-hour meeting in Newport.

In conjunction with PMT Meeting #1, Consultant shall participate in a site tour of the Commercial Core and the Agate Beach area with City and ODOT staff. Consultant will make note of key opportunities and constraints, which will be documented in Task 4.

3.5 Goals, Objectives and Criteria – Technical Memorandum #4

Consultant shall prepare a draft and final TM #4 identifying draft goals, draft objectives and evaluation criteria that will establish the framework for developing the TSP Update, which will also serve as the transportation element of the City's Comprehensive Plan. The draft goals and objectives must be based on

the plan and policy review (Task 3.2) and must be used to generate discussions with the PAC and PMT, including discussions and review of existing transportation goals and policies in the TSP and Comprehensive Plan. Review of the existing goals and policies will provide the basis for potential amendments to the goals and policies to be prepared as part of Technical Memorandum #12, Implementing Ordinances, in Task 6.4. The draft goals and draft objectives must be consistent with the TPR, the City's Comprehensive Plan and relevant ODOT transportation policies. Draft criteria must include fair distribution of benefits and impacts of transportation projects and programs in order to reflect Title VI and Environmental Justice Program objectives.

In addition, TM #4 must provide supplemental strategies and guidelines to address the specific issues of concern within the designated subareas in the Commercial Core and Agate Beach. The strategies will be extensions of citywide goals and policies to provide adequate depth and context for addressing the unique issues within the subareas. These strategies may include how to address the possible future replacement of the Yaquina Bay Bridge.

Consultant Deliverables for Task 3

- 3.2.1 Draft TM #2 - Plan Review Summary, 2 months from the issuance of the NTP
- 3.2.2 Final TM #2 - Plan Review Summary (1 electronic copy); due within 1 week of receiving comments from City and ODOT
- 3.3.1 Draft TM #3 – Regulatory Review, 2 months from the issuance of the NTP
- 3.3.2 Final TM #3 – Regulatory Review (1 electronic copy); due within 1 week of receiving comments from City and ODOT
- 3.4 PMT Meeting #1 and meeting summary due within 1 week of the meeting
- 3.5.1 Draft TM #4 – Goals, Objectives and Criteria, 3 months from the issuance of the NTP
- 3.5.2 Final TM #4 – Goals, Objectives and Criteria, (1 electronic copy); due within 1 week of receiving comments from City and ODOT

TASK 4: Existing and Forecasted System Conditions

4.1 PAC Meeting #1 and Project Kick-Off

Note: The purpose of this meeting is to describe the TSP Update process, explain the role of the PAC, and provide an Introduction to Transportation Planning (i.e., an educational overview of transportation planning for TSPs).

Consultant shall discuss the draft findings from Technical Memoranda #3 and #4. Consultant shall collaborate with the City to plan and conduct the meeting. Consultant shall provide a draft agenda and any other materials to be included in the agenda packet to the PMT for review.

Note: City will finalize and transmit the agenda to the PAC.

Consultant shall present the agenda topics and lead a follow-up discussion. Consultant shall prepare a meeting summary documenting the discussion and direction provided, which will be used to prepare final versions of Technical Memoranda #3 and #4. Consultant shall provide a sign in sheet for all attendees. Up to 2 Consultant team members will attend PAC #1.

Note: The City will be responsible for all other meeting arrangements

4.2 Evaluate Existing Conditions – Technical Memorandum #5

Consultant shall conduct an existing transportation system conditions analysis to determine existing conditions, problems, and deficiencies for all modes of travel and document the results in a draft TM #5 in accordance with the ODOT-approved transportation system analysis methodology. The approved existing transportation system analysis methodology must be summarized in TM #5. Consultant shall provide a Methodology and Assumptions Memorandum to be reviewed by ODOT's Transportation Planning Analysis Unit ("TPAU") prior to working on TM #5. Supplemental analyses conducted in Tasks 4.2.1, 4.2.2 and 4.2.3 will be prepared and reviewed collaboratively with the PMT and PAC in advance of the solutions development in Task 5.

Note: City will provide the following information (if available) in Geographic Information Systems ("GIS") format within 1 month of Notice to Proceed. Consultant shall sign a data license agreement with the City in advance, if necessary. Consultant shall purchase GIS data from Lincoln County, including sidewalks, crosswalks, bikeways, bike lanes, and parking, as needed.

- a. Tax lot parcels with County assessor's data*
- b. Locations of schools, parks, libraries, and other key public areas*
- c. Locations of key shopping areas and other key locations as identified by City staff*
- d. Aerial Photography*
- e. Parcel zoning*
- f. Comprehensive Plan designations*
- g. Street centerlines*
- h. Existing off-street trails*
- i. Pavement Conditions (as available)*
- j. Street, shoulder and right-of-way widths (as available)*
- k. Jurisdiction of roadways within the Project Area*
- l. Roadway traffic volume and speed data*
- m. Location of transit stops and routes*
- n. Bridges (including conditions and restrictions)*
- o. Bike network, including shared use corridors*
- p. Air facilities*
- q. Water, sewer, and storm drainage facilities*
- r. Goal 5 resources and setbacks*
- s. Topography*
- t. Lifeline routes*
- u. Tsunami evacuation routes and congregation areas, including beach access points*
- v. Pipeline facilities (as available)*
- w. Sidewalk condition and gap analysis*
- x. Inventory of public parking assets in commercial core area*
- y. Known configuration or maneuvering problems (city provides, qualitative)*

Consultant shall incorporate the above information, as available (not conducting new inventory unless noted below), into the TSP Update, along with other supplemental data, including:

- a. Road Inventory: For arterials and collectors within the City, Consultant shall describe:
 - functional classifications, designations, and important uses (e.g., freight routes)
 - agency in jurisdiction
 - typical right-of-way widths, typical cross-sections, turn lane locations, and posted speeds
 - lane configurations and traffic controls at study intersections
 - access densities along US 101, OR 20
 - pavement types and conditions (where data is made available by City and Agency)
 - bridge locations and conditions (where data is made available by City and Agency)
 - intelligent transportation systems infrastructure

- b. Public Transportation Inventory: Providers of public transportation services, service characteristics, use of services, transit policies, etc.
- c. Bicycle/Pedestrian: Conditions, locations, and use of bicycle facilities and pedestrian facilities on arterial and collector roadways, including locations of marked crossing locations and wheelchair ramps at study intersections, location and trip characteristics of major pedestrian generators, necessary data to support level of bicycle and pedestrian stress analysis, and consistency of facilities with federal/State standards.
- d. Marine Transportation Inventory: Navigable waterways, minimum channel depths, port locations, services provided, commodities transported.
- e. Aviation Inventory: Airport locations, ownership, and classifications, types of aircraft served (including drones).
- f. Additional Inventories: Storm drainage system serving existing transportation system and baseline geologic assessment of the Agate Beach area.

Consultant shall:

- Collect PM peak period (2-6 PM) turn movement traffic counts for up to 20 study intersections and PM peak period (4-6 PM) turn movement traffic counts for 10 additional locations for calibrating the local travel forecast tool. Obtain and analyze origin-destination traffic data for the state highway north of the Yaquina Bay Bridge for use in understanding baseline flow patterns in Task 4.3.
- Develop 30th-highest hour traffic volumes at up to 20 study intersections by seasonally adjusting the traffic count data.
- Evaluate count data and analyze Level of Service (LOS) and volume to capacity ratio for up to 20 intersections for 30th-highest hour conditions. *Note: ODOT will provide travel speed data (from HERE, a vendor) to Consultant for use in further describing operational characteristics on major corridors by analyzing variations in travel times during peak and non-peak travel periods.*
- Screen the street network for crash trends by analyzing the most recent 5 years of available crash data for all arterial and collector roadways in the City. Analysis must include calculation of critical crash rates and excess proportion of specific crash types at all study intersections as outlined in Chapter 4 of ODOT's Analysis Procedures Manual V2. Top 10% ODOT Safety Priority Index System (SPIS) sites must be identified. The crash analysis at the top 10% SPIS locations must identify any crash patterns and suggest potential countermeasures. Consultant shall review ODOT's State Highway Crash Rate Tables and identify highway segments experiencing crash rates greater than the statewide average for similar facilities. Consultant shall give special consideration to potential causes of problems at locations with high bicycle/pedestrian crash frequencies. Consultant shall evaluate crash trends in the City and identify low cost systemic safety measures that could be considered to reduce fatal and serious injuries.
- Conduct Pedestrian and Bicycle Level of Stress analysis on the street network following Chapter 14 of the ODOT Analysis Procedure Manual V2.
- Assess existing driveway and intersection spacing on US 101 by comparing an aerial photo inventory to access spacing standards, and validate with a windshield survey as needed.
- Review funding revenue information provided by City to determine the average transportation funding sources and expenditures in the City over the past 5 years. The Consultant's analysis must identify both flexible and restricted funds and their usage. Expenditures must be converted to Base Year dollars.

4.2.1 Commercial Core Opportunities & Constraints Analysis – Technical Memorandum #5 Addendum

Consultant shall prepare an Opportunities & Constraints Analysis for the Commercial Core that considers urban design opportunities related to highway routing, land use potential, placemaking enhancements, gateway features, and streetscapes – as well as the constraints that would need to be overcome in order to realize those opportunities. This analysis will be presented as an annotated map and included as an addendum to Technical Memorandum #5.

4.2.2 Agate Beach Opportunities & Constraints Analysis – Technical Memorandum #5 Addendum

Consultant shall prepare an Opportunities & Constraints Analysis for Agate Beach that considers urban design opportunities related to stormwater management, placemaking, and streetscapes, as well as the constraints that would need to be overcome in order to realize those opportunities. This analysis will be presented as an annotated map and included as an addendum to Technical Memorandum #5.

4.2.3 City-Wide Opportunities & Constraints Analysis – Technical Memorandum #5 Addendum

Consultant shall prepare an Opportunities & Constraints Analysis for the city as a whole that considers urban design opportunities related to highway routing, multi-modal transport, land use potential, placemaking, and streetscapes, as well as the constraints that would need to be overcome in order to realize those opportunities. This analysis will be presented as an annotated map and included as an addendum to Technical Memorandum #5.

4.3 Future Traffic Forecast – Technical Memorandum #6

The Consultant shall prepare the 2040 travel forecasts using the Newport Travel Demand Model, as described in the ODOT Analysis Procedures Manual and the 2018 TSP Guidelines. Consultant shall develop 2018 and 2040 land use data that is consistent with the transportation analysis zone structure of the 2010 base year model. Consultant shall coordinate with City staff to identify expected land development within the Urban Growth Boundary (“UGB”) and planned UGB expansion areas as identified in the City’s Comprehensive Plan. Consultant’s future forecasts shall be consistent with the 20-year population projections from Lincoln County population control totals prepared by Portland State University. Future employment estimates will be based on the City’s Economic Opportunities Analysis. Consultant shall coordinate with the City and complete the land use (population and employment) information for 2018 the future year of 2040. Land use will be prepared for the standard average weekday scenario as well as for the peak season (visitor) scenario to support TPAU development of the internal visitor model component of the Newport Travel Demand Model. Consultant shall provide TPAU with a list of funded roadway improvements and network coding adjustments to include in the 2040 baseline scenario. Travel demand model runs will be performed by TPAU.

The Consultant shall consider traffic growth from planned local development, along with expected through traffic growth on US 101 and OR 20 based on ODOT Future Traffic Volume estimates. The Consultant shall develop future year 2040 baseline motor vehicle volumes for study intersections and post-process them using National Cooperative Highway Research Program Report 255 guidelines, as coordinated with TPAU. Traffic forecasts must reflect the differences between average weekday and peak (30th highest hour) conditions. Consultant shall document the forecasting methods and results in TM #6.

4.4 Project Management Team (PMT) Meeting #2

Consultant shall organize, attend, and lead PMT Meeting #2 to review GIS mapping, results of existing conditions analysis, and preliminary forecasting results. Consultant shall prepare draft meeting notes and distribute them to the PMT. The meeting will be by phone and will be up to 2 hours in duration. Up to 3 members of the Consultant team will attend.

4.5 Future Transportation Conditions and Needs – Technical Memorandum #7

Consultant shall provide TM #7 identifying future deficiencies and needs for all travel modes, and potential impacts on areas where Title VI and EJ populations live and access services and on transportation facilities and services used by these populations (per Task 4.2). Future needs must be determined using a planning horizon year of 2040 and the traffic forecasts developed in Technical Memorandum #6.

The future conditions must include only those transportation improvements in adopted plans with "committed" funding sources (i.e., identified and secured funding sources such as the Statewide Transportation Improvement Program ("STIP") or Capital Improvements Program ("CIP")). Future system deficiencies must address each modal element of the system and include missing links, operational deficiencies, geometric deficiencies, and safety needs. The future needs analysis must identify the differences between average weekday and 30th highest hour conditions to identify if and how alternate mobility targets for US 101 and OR 20 should be incorporated into the solutions evaluation process.

Consultant shall conduct a future transportation system conditions analysis to develop forecast conditions, problems, and deficiencies for all modes of travel and document the results in a draft TM #7 in accordance with the ODOT approved transportation system analysis methodology. The approved future transportation system analysis methodology must be summarized in TM #7.

4.6 PAC Meeting #2

Consultant shall facilitate PAC Meeting #2 to review the findings from Technical Memorandums #5 through #7 regarding existing and future baseline transportation conditions and, discuss the process for developing alternatives to meet the existing and future transportation system deficiencies. Consultant shall collaborate with the City to plan and conduct the meeting.

Consultant shall provide to the PMT for review a draft agenda and any other materials to be included in the agenda packet.

Consultant Deliverables for Task 4

- 4.1 PAC Meeting #1 agenda, presentation and meeting summary due within one week following the meeting
- 4.2.1 Methodology and Assumptions Memorandum, 6 months from the issuance of the NTP
- 4.2.2 Draft TM #5 – Existing Conditions, 8 months from the issuance of the NTP
- 4.2.3 Final TM #5 – Existing Conditions, (1 electronic copy); due within 2 weeks of receiving comments from City and ODOT
- 4.3.1 Draft TM #6 – Future Traffic Forecast, 10 months from the issuance of the NTP
- 4.3.2 Final TM #6 – Future Traffic Forecast (1 electronic copy); due within 1 week of receiving comments from City and ODOT
- 4.4 PMT Meeting #2 and draft meeting notes; due within 1 week following PMT Meeting #2
- 4.5.1 Draft TM #7 – Future Conditions and Needs, 12 months from the issuance of the NTP
- 4.5.2 Final TM #7 – Future Conditions and Needs, (1 electronic copy); due within 1 week of receiving comments from City and ODOT
- 4.6 PAC Meeting #2 agenda due one week prior to the meeting, presentation and meeting summary due one week following the meeting

TASK 5: Develop and Evaluate Solutions

The purpose of this task is to develop transportation system solutions using evaluation criteria presented in TM #4. This includes developing transportation system management, transportation demand management, and transit system recommendations. Consultant shall develop concepts that address ways to improve existing facilities or services, new facilities or services, including different modes or combination of modes that could reasonably meet identified transportation needs.

5.1 Community Workshop Series #1

In collaboration with the PMT, Consultant shall cooperatively plan and facilitate discussions at a three-day Community Workshop Series. City will schedule the Community Workshop Series, provide notification to the media, provide an ADA accessible meeting room, and distribute public information on the City website, and through a press release. Consultant shall provide media release information to the City. Consultant shall prepare and mail a postcard to the interested parties list and addresses within the City limits (up to 4,500 postcards) 2 weeks prior to the Community Workshop Series. Consultant shall provide light refreshments for participants. Consultant shall present an overview of the Project's purpose and findings of Technical Memoranda #1 through #7 through use of written handouts, display boards, or other visual media (e.g., PowerPoint).

The public will have the opportunity to offer input on the goals and objectives of the plan and make suggestions for transportation system alternatives to be considered by the PMT when developing alternatives to meet the transportation system deficiencies. The Consultant shall provide an opportunity to comment through the website as described in Task 2. The Consultant shall post the public event materials and comment opportunities on the public website concurrent with the in-person event. Consultant shall prepare a summary of comments received at the Community Workshop Series and through the website.

Up to 3 members of the Consultant team will attend Community Workshop Series #1.

5.1.1 Community Workshop Series #1.1 – Commercial Core

Consultant shall facilitate Day 1 of the 3-day Workshop focused on the Commercial Core. During this event, the Consultant shall engage City and ODOT staff, as well as PAC members, stakeholders, and the general public in the production and evaluation of design alternatives for the Commercial Core. This effort must build from the Existing Conditions and Opportunities & Constraints Work done in Task 4, and will consider highway routing, land uses, placemaking, streetscapes, and gateways. Consultant shall refine alternatives over the course of the Workshop, and will conclude with a recommended alternative (or recommended set of components). The Consultant shall summarize the activities and results of the Workshop in a brief memorandum or summary of the presentation.

5.1.2 Community Workshop Series #1.2 – Agate Beach

Consultant shall facilitate Day 2 of the 3-day Design Workshop focused on the Agate Beach area. During this event, the Consultant shall engage City and ODOT staff, as well as PAC members, stakeholders, and the general public in the production and evaluation of design alternatives for the Agate Beach Area. This effort must build from the Existing Conditions work done in Task 4, and will consider stormwater management, placemaking, and streetscapes. Consultant shall refine alternatives over the course of the Workshop, and will conclude with a Recommended Alternative (or recommended set of components). The Consultant shall summarize the activities and results of the Workshop in a brief memorandum or summary of the presentation.

5.1.3 Community Event #1.3 – City-Wide Design Workshop

Consultant shall facilitate Day 3 of the 3-day Design Workshop to look broadly at the City's transportation system. During this event, the Consultant shall engage City and ODOT staff, as well as PAC members, stakeholders, and the general public in the production and evaluation of design concepts

and alternatives for the City as a whole. This effort must build from the Existing Conditions work done in Task 4, and will consider highway routing, multi-modal transport, seasonal variations in traffic demand, land uses, placemaking, streetscapes, and gateways. Consultant shall refine alternatives over the course of the Workshop, and will conclude with a Recommended Alternative (or recommended set of components). The Consultant shall summarize the activities and results of the Workshop in a brief memorandum or summary deck.

5.1.4 Community Event #1.4 Follow-Up Design Workshop (CONTINGENCY- See Section F.)

Consultant shall facilitate a two2-day Design Workshop to refine concepts and alternatives generated in Tasks 5.1.1, 5.1.2, and 5.1.3 above. During this event, Consultant shall engage City and ODOT staff, as well as PAC members, stakeholders, and the general public to refine previously-generated concepts into a Recommended Alternative (or recommended set of components), which Consultant shall summarize in a brief memorandum or summary deck.

5.2 PMT Meeting #3

Consultant shall facilitate a working session with the PMT to discuss potential project and policy alternatives to meet the needs identified in the transportation system based on project analysis and potential improvement ideas gathered at Community Workshop Series # 1. The Consultant shall prepare draft meeting notes and distribute them to the PMT. Up to two members of the Consultant team will attend the 2-hour meeting in Newport.

5.3 Solutions Evaluation –Draft Technical Memorandum #8

Consultant shall prepare Draft TM #8 to include a recommended package of solutions and strategies for addressing transportation deficiencies and needs for each travel mode in identified problem areas. Solutions and strategies must be developed from input gained in Tasks 5.1 and 5.2. The solutions and strategies in TM #8 will be organized to address specific areas within Newport, consistent with the workshop format in Task 5.1. Specific details of evaluations within subareas are indicated in the subtasks that follow.

TM #8 must focus first on identifying improvements and strategies to improve the existing system that do not add capacity (e.g., transit; Safe Routes to Schools Programs; Transportation Demand Management such as reduction of single occupancy vehicle trips or trip management programs; and Transportation System Management and Operations such as corridor management or Intelligent Transportation System strategies, e.g., roadside reader boards). Then, if needed, the Consultant shall consider improvements that add capacity to the street network. These improvements and strategies shall be designed to fairly distribute benefits and impacts per Title VI and EJ Program provisions, as relevant and practicable. The strategies and solutions will include preliminary cost estimates and the primary funding sources, as appropriate.

5.3.1 Harney Street Extension Feasibility Evaluation

Consultant shall prepare an alignment analysis and cost estimate for the proposed North-South Arterial parallel to US 101 that consist of extending Harney Street from NE 7th Street and NE 32nd Street. The Consultant shall utilize existing aerial topography and GIS data to prepare a concept level horizontal and vertical profile of a future Harney Street construction project. The intent of this exercise will be to determine if a connection is feasible based upon grades and other constraints. A preliminary planning level cost estimate will be prepared.

5.3.2 Commercial Core Area

Within the Commercial Core Area, the Consultant will evaluate the system benefits of up to 4 alternative circulation scenarios, as identified by the PMT and the Community Workshop. The operational evaluation will consider the trade-offs associated with walking, biking and driving modes, as well as other qualitative assessments of the potential benefits to economic development opportunities.

5.3.3 Agate Beach Area

Within the Agate Beach Area, the Consultant will evaluate the trade-offs associated with streetscape and storm water design alternatives developed at the Community Workshop in Agate Beach.

5.4 Finance Program – Technical Memorandum #9

Consultant, in coordination with the City and ODOT, shall prepare a forecast estimating the funds expected to be available in the future to construct new transportation infrastructure, for maintenance, and for other transportation-related programs, through the year 2040. The future forecast must be based on historical trends as documented in TM #5. The forecast must consider the amount of state and federal funds expected to be available for projects within the community, as forecasted by ODOT. Consultant shall identify potential funding options for the City to consider for the potential funding options. Discussion of funding options will include priorities for funding of future improvements identified in TM #8. The draft Finance Program must be presented in Draft TM #9. ODOT will provide funding forecasts for ODOT funding sources.

5.5 Transportation Standards – Technical Memorandum #10

Consultant shall prepare a draft and final TM #10 addressing transportation standards. The memorandum must include recommendations for updating City transportation standards and guidelines, including but not limited to:

- a. Roadway and access spacing
- b. Mobility targets
- c. Functional classification
- d. Local street connectivity
- e. Roadway and shared-use path cross-sections, including skinny street options
- f. Street storm drainage management recommendations
- g. Local evacuation routes (life line routes)
- h. Enhanced pedestrian crossing treatment guidelines
- i. ITS coordination guidelines (e.g., provide conduit for communication during roadway construction)
- j. Neighborhood Traffic Management tools including a methodology for stop sign prioritization
- k. Freight routes

If alternate mobility targets are recommended in TM #7, the supporting evaluation and recommendation must be documented in detail in TM #11.

5.6 PMT Meeting #4

Consultant shall facilitate a working session with the PMT to review the strategy to address the deficiencies identified in the transportation system. Consultant shall discuss the findings from Technical Memoranda #8 through #10 (process for identifying solutions, funding forecasts, and transportation standards) and identify revisions. Consultant shall provide to the PMT for review a draft agenda and any other materials to be included in the agenda packet.

5.7 Planning Commission Work Session

City will arrange and provide logistics for a City Council and Planning Commission joint work session to review potential recommendations from Technical Memorandum #8. Consultant shall present an overview of system needs, alternatives evaluation, and preliminary public feedback. Two members of the Consultant team shall attend the work session.

5.8 PAC Meeting #3

The purpose of this meeting is to review the findings from Technical Memoranda #8 through #10, which were previously reviewed by the PMT. Consultant shall collaborate with the City to plan and conduct the

meeting. Consultant shall provide to the PAC for review a draft agenda and any other materials to be included in the agenda packet. Consultant shall prepare a summary of the meeting.

5.9 Alternative Mobility Targets – Technical Memorandum #11

Consultant shall develop additional alternate mobility targets, or refine the targets identified in TM #7, if it is found that existing Oregon Highway Plan (“OHP”) mobility targets for US 101 or OR 20 cannot be achieved even with the improvements that are reasonably likely to be in place by the year 2040. Using the alternative mobility target documentation prepared for the US 101/OR 20 Refinement Plan, the Consultant shall update the analysis and expand it for any additional intersections. Consultant shall use the process for developing alternate mobility targets is in the December 30, 2009 ODOT Region 2 Interoffice Memorandum regarding "Methodology for OHP Alternate Mobility Standards in Region 2" and OHP Policy IF. TM #11 must include the evaluation of seasonal traffic volumes, identification of the requested alternate mobility standard, and identification of recommended transportation improvements where the alternate mobility target would apply.

5.10 Final Recommended Solutions Report – Final Technical Memorandum #8

The Consultant shall prepare a final version of Technical Memorandum #8 to identify the preferred system improvements. Consultant shall establish priorities for implementing the preferred system improvements based on the previous evaluation of alternative solutions, funding forecasts from Technical Memorandum #5, and input received in Tasks 5.6 through 5.8. Final Technical Memorandum #8 must include a prioritized list of projects and programs reasonably likely to be funded within the 2040 planning horizon.

Consultant Deliverables for Task 5

- 5.1 Community Workshop Series #1 agendas, presentations and meeting summaries due one week after the meeting
 - 5.1.4 Follow-up Workshop Session (Contingency Task)
- 5.2 PMT Meeting #3 and draft meeting notes due within 1 week following PMT Meeting #3
- 5.3.1 Draft TM #8 – Recommended Solutions, 12 months from the issuance of the NTP
- 5.4.2 Draft TM #9 – Finance Program, 12 months from the issuance of the NTP
- 5.4.3 Final TM #9 – Finance Program, (1 electronic copy); due within 2 weeks of receiving comments from City and ODOT
- 5.5.1 Draft TM #10 – Transportation Standards, 14 months from the issuance of the NTP
- 5.5.2 Final TM #10 – Transportation Standards (one1 electronic copy); due within 1 week of receiving comments from City and ODOT
- 5.6 PMT Meeting #4, draft agenda and materials due one week prior to the meeting
- 5.7 Planning Commission Work Session
- 5.8 PAC Meeting #3 agenda due one week prior to the meeting, presentation and meeting summary due one week after the meeting
 - 5.9.1 Draft TM #11 – Alternative Mobility Targets, 15 months from the issuance of the NTP
 - 5.9.2 Final TM #11 – Alternative Mobility Targets, (1 electronic copy); due within 1 week of receiving comments from City and ODOT
- 5.10 Final TM #8 – Final Recommended Solutions Report, (1 electronic copy); due within 2 weeks of receiving comments from City and ODOT

TASK 6: Prepare Draft TSP Update

6.1 PMT Meeting #5

Consultant shall facilitate a PMT meeting to discuss potential policies and procedures concerning City streets within the City limits and UGB and other issues of mutual interest. Additional City staff may be included in the meeting, beyond PMT members. The Consultant shall prepare draft meeting notes and distribute them to the PMT. Up to 3 members of the Consultant team shall attend the meeting. The meeting will be up to 2 hours in length and held in Newport.

6.2 Prepare Draft TSP Outline and Format Template

Consultant shall prepare an outline of topics to be included in the TSP Update (which must address information required to be incorporated into the TSP Update under Section 6.3 below). The outline must include

placeholders for tables and figures. Consultant shall prepare a draft and final TSP Update template illustrating the page layout, fonts, and other formatting details. The TSP Update format and template must be approved by Agency and City.

6.3 Prepare Draft TSP Update

Consultant shall provide a Draft TSP Update using the outline and format developed in Task 6.2. The Draft TSP Update must incorporate findings and recommendations from all previously prepared technical memoranda. The Draft TSP Update must address comments received from the public, PAC, City, and ODOT on all memoranda and supporting analysis completed to date. The Draft TSP Update must be consistent with the current requirements of the Oregon Transportation Plan (“OTP”) and TPR. The Draft TSP Update must include appendices containing and the supporting analysis and background information that was prepared as part of this SOW. The Draft TSP Update must document actions taken to comply with Title VI provisions.

The City and ODOT will review the Draft TSP Update and provide comments to Consultant. Consultant shall edit the document to address the comments and produce a revised draft for the PAC to review.

6.4 Implementing Ordinances – Technical Memorandum #12

Consultant shall prepare draft implementing ordinances amending the City’s Comprehensive Plan and Development Code to bring them into compliance with the Draft TSP Update, OTP and TPR. The amendments must identify changes to street standards, development requirements, and other regulations, to protect the intended function of the transportation facilities and corridors, encourage alternate modes (transit, bicycling and walking), and to implement other policies and standards in the TSP. These may include modifying existing or developing new (1) standards for local streets, cul-de-sacs, collectors, and arterials, including connectivity requirements, block length and size, (2) traffic impact analysis triggers and requirements, and (3) a process for mitigating impacts on intersection performance, as needed.

The draft implementing ordinances must be developed in conjunction with developing the TSP Update to determine if, for example, any adjustments are necessary to TSP Update policies (e.g., policies that are no longer relevant or cannot be practically implemented). The Consultant shall present the draft implementing ordinances in TM # 12. The City will prepare final ordinances suitable for adoption. The City will also determine if it wants to include the draft ordinances in the public review process described in the following tasks or if they will adopt them through a subsequent separate process not addressed by this SOW.

6.5 PMT Meeting #6

ODOT and City staff will review the Draft TSP Update and prepare one set of comments. Consultant shall facilitate a working session with the PMT to review the Draft TSP Update and determine edits

necessary to make the Draft TSP Update ready for public review. If the City desires, the PMT may also review and discuss the implementing ordinances. The Consultant shall prepare draft meeting notes and distribute them to the PMT.

6.6 Prepare Revised Draft TSP

Consultant shall prepare a revised draft TSP Update incorporating comments and edits from Task 6.5.

6.7 Community Event #2

City and Consultant shall cooperatively plan and facilitate discussions at a Community Event. City will schedule Community Event #2, provide notification to the media, provide a meeting room, and distribute public information on the City website, and through a press release. Consultant shall provide media release information to the City. Consultant shall prepare and mail a postcard to the interested parties list and addresses within the City limits (up to 4,500 postcards) two weeks prior to the Community Event. Consultant shall present an overview of the Draft TSP Update through use of written handouts, display boards, or other visual media (e.g., PowerPoint). The Consultant shall post the public event materials and comment opportunities on the public website concurrent with the in-person event. The public will be provided the opportunity to offer input on the Draft TSP. The Consultant shall prepare a summary of Community Event #2. Up to 3 members of the Consultant team will attend a 2-hour meeting in Newport.

6.8 City Public Outreach Effort

Consultant shall provide City with materials for use in meeting with the community to address issues that are raised outside of the above Community Events. City will meet with community members and business owners, at their discretion, to discuss the Draft TSP Update and provide feedback to the PMT. The Consultant will provide up to 5 pages or PowerPoint slides of key narrative and graphic materials for use by the City.

6.9 PAC Meeting #4 – Review Draft TSP

The purpose of this meeting is to review the Draft TSP Update and consider public and agency feedback. Consultant shall present a summary of the Draft TSP Update and the results of the community outreach. Consultant shall prepare meeting notes that summarize the comments and direction provided about the draft TSP. Consultant shall prepare draft meeting notes and distribute them to the PMT. Up to 3 members of the consultant team shall attend the meeting. The meeting will be up to 2 hours in length and will be held in Newport.

6.10 Joint Planning Commission/City Council Work Session

City will provide logistics for a joint Planning Commission/City Council work session to review the Draft TSP. Consultant shall present an overview of the Draft TSP Update and public feedback.

6.11 Adoption Draft TSP

Consultant shall incorporate feedback from the City, ODOT, PAC, public, Planning Commission, and City Council into a revised Draft TSP Update for adoption. Consultant shall prepare a comment log with proposed changes, a response to each comment, and make modifications where appropriate.

Consultant Deliverables for Task 6

- 6.1 PMT Meeting #5 and draft meeting notes due within 1 week following the PMT Meeting #5
- 6.2 Draft TSP Update Outline and Template, 16 months from the issuance of the NTP
- 6.3 Draft TSP Update, 17 months from the issuance of the NTP
- 6.4 Draft TM #12, Implementing Ordinances, 17 months from the issuance of the NTP
- 6.5 PMT Meeting #6 and draft meeting notes due within 1 week following the PMT Meeting #6

- 6.6 Revised Draft TSP Update, (one1 electronic copy); due within 2 weeks of receiving comments from City and ODOT on prior draft
- 6.7 Community Event #2, agenda, presentation materials, meeting summary due within one week of the meeting
- 6.8 Public Outreach Materials are due within one week of the meeting
- 6.9 PAC Meeting #4 and draft meeting notes due within 1 week following the PAC Meeting #4
- 6.10 Joint Planning Commission / City Council Work Session
- 6.11 Adoption Draft TSP, (1 electronic copy); due within 2 weeks of receiving comments from City and ODOT on prior draft
- 6.11 Comment log due when task 7.3 is complete

TASK 7: Adoption Process

7.1 Planning Commission Public Hearing

Consultant shall prepare for and attend 1 planning commission hearings and shall provide a presentation overview of the Draft TSP. One member of the Consultant team shall attend the hearing.

7.2 City Council Public Hearing

Consultant shall prepare for and attend 1 City Council hearings and shall provide a presentation overview of the Draft TSP. One member of the Consultant team shall attend the hearing.

7.3 Final TSP

Consultant shall incorporate edits from Planning Commission and City Council hearings into the Final TSP. City will provide updates to Department of Land Conservation and Development (“DLCD”) and ODOT if revisions have been made.

Consultant Deliverables for Task 7

- 7.1 Presentation at Planning Commission Public Hearing
- 7.2 Presentation at City Council Public Hearing
- 7.3 Final TSP, (1 electronic copy); due within 2 weeks of receiving comments from City and ODOT on prior draft

TASK 8: Summary of Findings and Project Closeout

8.1 Executive Summary of TSP Update– Technical Memorandum #13

Consultant shall prepare TM #13, an Executive Summary of the TSP Update to summarize the key findings and actions associated with the adoption of the TSP Update. The findings must include a review of Title VI and Environmental Justice issues and solutions, if applicable. Consultant shall submit a draft summary to Agency electronically for review and comment. Consultant shall provide a final summary incorporating Agency comments.

8.2 Project Closeout

Consultant shall compile, index and transmit to Agency and City electronic copies of all work product and significant correspondence prepared over the course of the Project. This includes: (1) the final adopted version of the TSP Update and all appendices, (2) technical memos described in this SOW, (3) other

memos addressing technical and Project management issues, and (4) notes from community events, Community Advisory Committee (“CAC”) and PMT meetings, and PMT conference calls. The Consultant need not include email correspondence, or correspondence documented in the web-based Project management tool (Basecamp) described in Task 1.2.

Consultant shall also compile and transmit to Agency and City in an electronic format: (5) the content of the Project website, and (6) a GIS database depicting the system improvements.

Consultant Deliverables for Task 8

- 8.1 TM #13, Executive Summary within 2 weeks of completion
- 8.2 Project Closeout, transfer of electronic copies of final deliverables within two weeks of completion

F. CONTINGENCY TASKS

The table below is a summary of contingency tasks that Agency, at its discretion, may authorize Consultant to perform. Details of the contingency tasks and associated deliverables are stated in the Task section of the SOW. Consultant shall complete only the specific contingency task(s) identified and authorized via written (email acceptable) Notice-to-Proceed (“NTP”) issued by Agency’s APM. If requested by Agency, Consultant shall submit a detailed cost estimate for the agreed-to contingency Services (within the NTE amount(s) in the Contingency Task Summary Table) within the scope of the contingency task.

If Agency chooses to authorize some or all of these tasks, Consultant shall complete the authorized tasks and deliverables per the schedule identified for each task. The NTP will include the contingency task name and number, agreed-to due date for completion and NTE for the authorized contingency task.

Each contingency task is only billable (up to the NTE amount identified for the task) if specifically authorized per NTP. In the table below, the “NTE for Each” amount for a contingency task includes all labor, overhead, profit, and expenses for the task. The funds budgeted for contingency tasks may not be applied to non-contingency tasks without an amendment to the WOC. The total amount for all contingency tasks authorized shall not exceed the maximum identified in the table below. Each authorized contingency task must be billed as a separate line item on Consultant’s invoice.

Contingency Task Summary Table

Contingency Task Description	NTE for Each	Max Quantity	Method of Comp.	Total NTE Amount
5.1.4 Community Event #1.4 Follow Up Design Workshop	\$11,480.06	1	T&M	\$11,480.06
Total NTE For All Contingency Tasks:				\$11,480.06

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. **Staffing Adjustments.** Consultant may make necessary staffing adjustments (other than Key Personnel) to the proposed staff (as shown in Consultant's BOC) provided:
 - the alternate staff are appropriately qualified to complete the assigned tasks,
 - any changes do not exceed approved billing rate maximums for the classification, and
 - the Services can be completed without exceeding WOC (or task, if applicable) NTEs.
 - Consultant shall email notice to APM prior to implementing needed changes to staffing assignments.
3. **Task Budget Monitoring.** The budget shown for each task is the best estimate at time of WOC (and Amendment, if applicable) execution. However, as work under the WOC progresses it may dictate that more funding be applied to some tasks and less to others. Consultant shall identify task budget refinements (within the limits of the not-to-exceed amount established for this WOC) on a monthly basis as part of the invoicing and status report.
4. **ODOT Web Standards.** Consultant shall perform all web-related Services required under this WOC in conformance with the **ODOT Web 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. ODOT shall have ownership and control of work products developed by Consultant as set forth in the terms and conditions of the Price Agreement under "**Ownership of Work Product**".
5. **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 the 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.

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:

Time and Materials with Not-To-Exceed ("T&M")

H.2 Payment Options

The payment option for the Services in the attached SOW is:

Monthly Progress Payments for acceptable and verifiable progress;

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. Basis for Fixed-Fee calculation: N/A	N/A
2. Fixed-Fee Amount	Total of non-contingency Fixed-Fee amount(s) (for CPFF only)	N/A
3. Fixed Price Amount	Total of non-contingency Fixed Price amount(s)	N/A
4. T&M NTE Amount	Total for any non-contingency Services	\$496,207.39
5. Price Per Unit NTE Amount	Total NTE for non-contingency Price Per Unit Costs	N/A
6.	Total Non-Contingency Amount	\$496,207.39
7.	Total for Contingency Tasks (if any) per Section F above:	\$11,480.06
TOTAL NTE (line 6 plus line 7) This amount includes all direct and indirect costs, profit, Fixed Fee amount (if any) and contingency task costs (if any).		\$507,687.46

H.5 Invoices

Invoices must be in conformance with the ODOT Invoice Requirements Guide and any other PA requirements. The Invoice Requirements Guide is available on the Internet at:

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

Consultant shall submit invoices electronically via email to Agency Project Manager.

Certification for 15-Day Payment (per [2017 HB 3264](#) pilot program that applies only to subject invoices received by Agency before June 30, 2019). For Services completed and accepted under the terms of a WOC executed on or after January 1, 2018, a business that employs no more than 50 employees may request Agency payment within 15 calendar days of Agency's receipt of a properly completed and submitted invoice. To request 15-day payment, Consultant must submit a certification (using the [Prompt Payment Certification Form](#)) as an attachment to the invoice. The certification must state the number of employees currently employed by Consultant and be signed and dated. Agency will endeavor to notify Consultant within 10 business days of receipt of invoice regarding any necessary revisions to the invoice. If revisions are necessary, payment will be made no later than 15 calendar days from Agency's receipt of the revised and properly completed invoice. Invoices that do not meet the requirements for 15-day payment are subject to the payment terms included in Exhibit B of the PA.

H.6 Subcontractors “Paid Summary Report”

Consultant shall complete and submit to APM initial, interim and final [Paid Summary Reports](#) [form 734-2882] 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 – RESERVED

ATTACHMENT B - BREAKDOWN OF COSTS FOR SERVICES

The Breakdown of Costs (BOC) dated 10/01/2018 is not physically attached but incorporated into this WOC by this reference with the same force and effect as though fully set forth herein. A copy of the final BOC has been provided to Consultant prior to WOC execution.

ATTACHMENT C - RESERVED

ATTACHMENT D - ODOT’s ProjectWise Network (June 2017)

1. ProjectWise Access and General Requirements

Consultant shall include the provisions set forth in this Exhibit in any subcontract that will require subcontractor access to ODOT’s ProjectWise network.

Consultant shall use ProjectWise for electronic submittal and receipt of files as necessary for the Project. Consultant employees, subcontractor employees, or other agents that will need access to ODOT’s ProjectWise network must have an ODOT-approved ProjectWise account. Each individual that needs access must agree to the Terms and Conditions of Use set forth in the [External User Access Agreement – ODOT’s ProjectWise Network form](#) as a condition of access to the ProjectWise Network.

Consultant shall submit a completed and signed form for every individual requiring access to ODOT for review and approval. Individuals with approved accounts will be provided access only to appropriate folders specific to the Project that they have been contracted to work on. Consultant, its subcontractors and each individual seeking or having access to ODOT’s ProjectWise network shall follow the procedures provided in the [Contract Consultant and External User Roles, Responsibilities and Security Requirements – ODOT’s ProjectWise Network](#) (as may be revised from time to time by ODOT).

Consultant shall promptly send notice to ODOT at ProjectWiseAdmin@odot.state.or.us to remove ProjectWise access for individuals that are no longer employed or that are reassigned or that otherwise no longer need access to ProjectWise for the Project. ODOT will send an attestation request to Consultant every 30 days (or such other period ODOT deems appropriate) to validate the list of individuals (including employees, subcontractor employees or other agents) with access to ODOT’s ProjectWise network. Consultant shall respond in writing to ODOT within 3 business days of any such validation request.

2. Correct Use of ProjectWise

Any person approved for accessing and using ODOT's ProjectWise network on behalf of Consultant acquires the status of an "Account Holder". Consultant shall ensure each Account Holder: a) complies with the Terms and Conditions of Use set forth or incorporated in the External User Access Agreement – ODOT's ProjectWise Network form, and b) has appropriate training in the proper use of ProjectWise and follows the Contract Consultant and External User Roles, Responsibilities and Security Requirements – ODOT's ProjectWise Network. ODOT reserves the right to monitor Account Holder activity within ODOT's ProjectWise network and may suspend or terminate any Account Holder ODOT, in its sole discretion, determines to be in violation of the Terms and Conditions of Use.

3. Responsibility for ProjectWise Functioning

ODOT provides use of ODOT's ProjectWise Network "as is". ODOT does not warrant that the information or access thereto will be error free, uninterrupted or meet the Consultant's needs, nor does ODOT make any representation or warranty regarding the accuracy or completeness of the information. ODOT is not responsible for any damage that may occur due to error, omission, lack of timeliness or any other cause, of the information contained on ODOT's ProjectWise network or other sites accessible from it. ODOT does not assume any responsibility for information added to the site by Account Holders. ODOT disclaims any liability arising from interferences or interruptions, viruses, telephone faults, malicious damage by third parties, electronic system downtime, overloading of the Internet or any cause beyond the control of ODOT. ODOT reserves the right to temporarily suspend access to ProjectWise, without notice, because of maintenance, repair, or any other reason deemed necessary for the proper functioning of ODOT's ProjectWise network.

4. Liability

In no event shall the State of Oregon, the Oregon Transportation Commission and its members, ODOT, or their officers, agents and employees be liable for any claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, of whatsoever nature, resulting from or arising out of Consultant's use of ODOT's ProjectWise network.

Consultant's indemnification, defense and hold harmless obligations under its Contract or Price Agreement with ODOT shall apply to the terms, conditions and requirements of this ProjectWise Exhibit and the acts and omissions of Consultant or its subcontractors, or their respective agents or employees, respecting ProjectWise.

5. Firewall, Virus and Malware

Consultant will at all times maintain an active and current firewall protection in place for Account Holders who are accessing and using ODOT's ProjectWise application. Consultant will at all times maintain an active and current Virus and Malware protection on the individual machines and network being used by the Consultant to access ODOT's ProjectWise and shall ensure that such active and current Virus and Malware protection is maintained on machines and networks used for access to ProjectWise but not owned or controlled by Consultant. Whether external users are accessing ODOT's ProjectWise data through a company-owned or personally-owned machine, ODOT reserves the right to quarantine any infected files, documents or other items that are found to contain a virus, malware, adware or otherwise harmful component. Consultant shall immediately notify ODOT in the event of a breach or security concern at their company. ODOT reserves the right to suspend user accounts, consultant accounts, or both, if they contain harmful software. ODOT also reserves the right to require Consultant to clean devices of harmful software. In the event of chronic infections ODOT reserves the right to deny future access to ODOT's ProjectWise network.