

**AUTHORIZATION FOR
AGREEMENTS, MOUs, OR
OTHER DOCUMENTS OBLIGATING
THE CITY**

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: Contract for South Beach Placemaking Services Date: March 8, 2024

Statement of Purpose: The purpose of this project is to enhance South Beach placemaking through improvements to landscaping, public art, and gateways.

Department Head Signature: *Dennis J. Potos*

Remarks, if any: _____

City Attorney Review and Signature: See attached email Date: March 8, 2024

Other Signatures as Requested by the City Attorney: _____

Signature
Date: _____

Budget Confirmed: Yes ☒ No ☐ N/A ☐

Certificate of Insurance Attached: Yes ☒ No ☐ N/A ☐

City Council Approval Needed: Yes ☒ No ☐ Date: February 5, 2024

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: *[Signature]* Date: 3-12-24

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: _____ Date: _____

Date posted on website: _____

Anna Iaukea

From: David Allen
Sent: Friday, March 8, 2024 9:42 AM
To: Anna Iaukea
Cc: Derrick Tokos; Melanie Nelson
Subject: Re: South Beach COI's - DLA contract
Attachments: DLA Inc Certificate with long form additional Insured.pdf; COI for Auto (1).pdf; COI for Professional Liability.pdf; COI for Workers Comp...pdf; ProfessionalServicesAgrmt_SBPlacemaking_FINAL.pdf

Okay, thanks ... and you can use this e-mail to confirm review of attached contract/COIs for the agreement sign-off form.
--David

From: Anna Iaukea
Sent: Thursday, March 7, 2024 5:29 PM
To: David Allen
Subject: RE: South Beach COI's

Hi David,

Here's the signed contract along with all four COIs.

Best Regards,

Anna L. Iaukea
Urban Renewal Project Manager
City of Newport
169 SW Coast Highway
Newport, OR 97365
phone: 541.574.5868 fax: 541.574.0644
a.iaukea@newportoregon.gov

* * * * *

**CITY OF NEWPORT, OREGON
PROFESSIONAL SERVICES AGREEMENT**

South Beach Placemaking Consulting Services

THIS AGREEMENT is between City of Newport, an Oregon municipal corporation (City), and DLA, Inc, a domestic business corporation, which is registered to practice Landscape Architecture in the State of Oregon (Consultant).

RECITALS

A. Pursuant to public contracting rule 137-048-0220, the City of Newport (City) solicited proposals for professional Consulting services to assist the City in enhancing South Beach placemaking.

B. After reviewing all proposals, the City has selected DLA, Inc. (Consultant) as the Consultant to provide the proposed services.

C. Consultant is willing and qualified to perform such services.

TERMS OF AGREEMENT

1. Consultant's Scope of Services

Consultant shall perform professional consulting services to enhance South Beach placemaking through improvements to landscaping, public art, gateways, and wayfinding. The City is free to utilize other Consultants or consultant as it deems appropriate.

2. Effective Date and Duration

This agreement is effective on execution by both parties and shall expire, unless otherwise terminated or extended, after three years. The parties may extend the term by mutual agreement.

3. Consultant's Fee and Schedules

A. Fee

Fees for services under this Agreement shall be based on time and materials and pursuant to the cost estimate included in Consultant's proposal, attached as Exhibit A, up to a maximum amount payable of \$125,000. Consultant may increase the rates shown in Exhibit A on an annual basis, subject to the written approval of the City. Consultant will alert the City when Consultant is increasing its fees. Consultant will bill for progress payments on a monthly basis. Consultant will invoice monthly progress payments based on actual time worked on the project. The maximum monetary limit will not be exceeded without prior written approval by the City. Projects partially completed may be paid for in proportion to the degree of completion.

B. Payment Schedule for Basic Fee

Payments shall be made within 30 days of receipt of monthly billings based on the work

completed. Payment by the City shall release the City from any further obligation for payment to the Consultant for service or services performed or expenses incurred as of the date of the statement of services. Payment shall be made only for work actually completed as of the date of invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

C. Payment for Contingency Tasks

When agreed to in writing by the City, the Consultant shall provide services described as Contingency Tasks in a Task Order.

D. Certified Cost Records

Consultant shall furnish certified cost records for all billings to substantiate all charges. Consultant's accounts shall be subject to audit by the City. Consultant shall submit billings in a form satisfactory to the City. At a minimum, each billing shall identify the Task under such work is performed, work completed during the billing period, percentage of work completed to date, and percentage of budget used to date for each task.

E. Identification

Consultant shall furnish to the City its employer identification number.

F. Payment – General

- 1) Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 2) Consultant shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime. Any subcontractors utilized by Consultant under this Agreement will be paid according to the then prevailing wage.
- 3) Consultant shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Consultant or all sums which Consultant agrees to pay for such services and all moneys and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- 4) Consultant shall make payments promptly, as due, to all persons supplying services or materials for work covered under this contract. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on any account of any service or materials furnished.

- 5) If Consultant fails, neglects or refuses to make prompt payment of any claim for labor, materials, or services furnished to Consultant, sub-consultant or subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become due to the Consultant. The payment of the claim in this manner shall not relieve Consultant or its surety from obligation with respect to any unpaid claims.

G. Schedule

Consultant shall provide services under this Agreement in accordance with the Project Schedule.

4. Ownership of Plans and Documents: Records; Confidentiality

A. Definitions. As used in this Agreement, the following terms have the meanings set forth below:

- 1) Consultant Intellectual Property means any intellectual property owned by Consultant and developed independently from this Agreement that is applicable to the Services or included in the Work Product.
- 2) Third Party Intellectual Property means any intellectual property owned by parties other than City or Consultant that is applicable to the Services or included in the Work Product.
- 3) Work Product means the Services Consultant delivers or is required to deliver to City under this Agreement. Work Product includes every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein, and all copies of plans, specifications, reports and other materials, whether completed, partially completed or in draft form.

B. Work Product

- 1) Except as provided elsewhere in this Agreement, all Work Product created by Consultant pursuant to this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire" or an employment to invent, shall be the exclusive property of City. City and Consultant agree that such original works of authorship are "work made for hire" of which City is the author within the meaning of the United States Copyright Act. To the extent that City is not the owner of the intellectual property rights in such Work Product, Consultant hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon City's reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in City. Consultant forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all

rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

- 2) In the event Consultant Intellectual Property is necessary for the use of any Work Product, Consultant hereby grants to City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use Consultant Intellectual Property, including the right of City to authorize contractors, Consultants and others to use Consultant Intellectual Property, for the purposes described in this Agreement.
- 3) In the event Third Party Intellectual Property is necessary for the use of any Work Product, Consultant shall secure on City's behalf and in the name of City, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the Third-Party Intellectual Property, including the right of City to authorize contractors, Consultants and others to use the Third-Party Intellectual Property, for the purposes described in this Contract.
- 4) In the event Work Product created by Consultant under this Agreement is a derivative work based on Consultant Intellectual Property or is a compilation that includes Consultant Intellectual Property, Consultant hereby grants to City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of Consultant Intellectual Property employed in the Work Product, including the right of City to authorize contractors, Consultants and others to use the pre-existing elements of Consultant Intellectual Property employed in a Work Product, for the purposes described in this Agreement.
- 5) In the event Work Product created by Consultant under this Agreement is a derivative work based on Third Party Intellectual Property, or a compilation that includes Third Party Intellectual Property, Consultant shall secure on City's behalf and in the name of City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of the Third Party Intellectual Property, including the right to authorize contractors, Consultants and others to use the pre-existing elements of the Third Party Intellectual Property, for the purposes described in this Agreement.
- 6) To the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, Consultant shall be indemnified and held harmless by City from liability arising out of re-use or alteration of the Work Product by City which was not specifically contemplated and agreed to by the Parties in this Agreement.
- 7) Consultant may refer to the Work Product in its brochures or other literature that Consultant utilizes for advertising purposes and, unless otherwise specified, Consultant may use standard line drawings, specifications and calculations on other, unrelated projects.

C. Confidential Information

- 1)** Consultant acknowledges that it or its employees, Sub-Consultants, subcontractors or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is the confidential information of City or City's residents. Any and all information provided by City and marked confidential, or identified as confidential in a separate writing, that becomes available to Consultant or its employees, Sub-Consultants, subcontractors or agents in the performance of this Agreement shall be deemed to be confidential information of City ("Confidential Information"). Any reports or other documents or items, including software, that result from Consultant's use of the Confidential Information and any Work Product that City designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Consultant) publicly known; (b) is furnished by City to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (d) is obtained from a source other than City without the obligation of confidentiality; (e) is disclosed with the written consent of City; or (f) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information; or (g) is required to be disclosed by law, subpoena, or other court order.
- 2)** Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to City under this Agreement, and to advise each of its employees, Sub-Consultants, subcontractors and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist City in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Consultant shall advise City immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with City in seeking injunctive or other equitable relief in the name of City or Consultant against any such person. Consultant agrees that, except as directed by City, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Agreement, and that upon termination of this Agreement or at City's request, Consultant will turn over to City all documents, papers, and other matter in Consultant's possession that embody Confidential Information.
- 3)** Consultant acknowledges that breach of this Section 4, including disclosure of any Confidential Information, will give rise to irreparable injury to City that is

inadequately compensable in damages. Accordingly, City may seek and obtain injunctive relief against the breach or threatened breach of this Section 4, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of City and are reasonable in scope and content.

5. Assignment/Delegation

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other. If City agrees to assignment of tasks to a subcontractor, Consultant shall be fully responsible for the acts or omissions of any subcontractors. Any approval of a subcontractor does not create a contractual relationship between the subcontractor and City.

6. Consultant is Independent Contractor

- A.** The City's project director, or designee, shall be responsible for determining whether Consultant's work product is satisfactory and consistent with this Agreement, but Consultant is not subject to the direction and control of the City. Consultant shall be an independent contractor for all purposes and shall not be entitled to compensation other than the compensation provided for under Section 3 of this Agreement. The City's acceptance of the work product as satisfactory does not relieve the Consultant from responsibility for any errors in the work product.
- B.** Consultant is an independent contractor and not an employee of City. Consultant acknowledges Consultant's status as an independent contractor and acknowledges that Consultant is not an employee of the City for purposes of workers compensation law, public employee benefits law, or any other law. All persons retained by Consultant to provide services under this Agreement are employees of Consultant and not of City. Consultant acknowledges that it is not entitled to benefits of any kind to which a City employee is entitled and that it shall be solely responsible for workers compensation coverage for its employees and all other payments and taxes required by law. Furthermore, in the event that Consultant is found by a court of law or an administrative agency to be an employee of the City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Consultant under the terms of the Agreement, to the full extent of any benefits or other remuneration Consultant receives (from City or third party) as a result of the finding and to the full extent of any payments that City is required to make as a result of the finding.
- C.** The Consultant represents that no employee of the City or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from the Consultant, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.
- D.** Consultant and its employees, if any, are not active members of the Oregon Public Employees Retirement System.

- E. Consultant certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.
- F. Consultant is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. Indemnity

- A. The City has relied upon the professional ability and training of the Consultant as a material inducement to enter into this Agreement. Consultant represents to the City that the work under this Agreement will be performed in accordance with the professional standards of skill and care ordinarily exercised by members of the landscape architecture profession under similar conditions and circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a Consultant's work by the City shall not operate as a waiver or release. Acceptance of documents by City does not relieve Consultant of any responsibility for design deficiencies, errors or omissions.
- B. Consultant shall defend, hold harmless and indemnify the City, its officers, agents, and employees from all claims, suits, or actions to the extent caused by the alleged negligent or otherwise wrongful acts or omissions of Consultant or its subcontractors, sub-Consultants, agents or employees under this Agreement. This indemnification does not extend to indemnification for negligent or otherwise wrongful acts or omissions of the City. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.
- C. Consultant shall defend, hold harmless and indemnify the City, its officers, agents, and employees from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, to the extent caused by the professional negligent acts, errors or omissions of Consultant or its subcontractors, sub-Consultants, agents or employees in performance of professional services under this Agreement. Any design work by Consultant that results in a design of a facility that does not comply with applicable laws including accessibility for persons with disabilities shall be considered a professionally negligent act, error or omission.
- D. As used in subsections B and C of this section, a claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly or indirectly, in whole or in part, from the quality of the professional services provided by Consultant, regardless of the type of claim made against the City. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Consultant unrelated to the quality of professional services provided by Consultant.

8. Insurance

Consultant and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement as detailed in this section. The insurance shall cover all risks

arising directly or indirectly out of Consultant's activities or work hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Consultant and its subcontractors shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form with policy limits of at least per occurrence. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement in an amount of \$2,000,000.

B. Professional Liability

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per claim shall not be less than \$1,300,000, or the equivalent. Annual aggregate limit shall not be less than \$2,000,000 and filed on a "claims-made" form.

C. Commercial Automobile Insurance

Commercial Automobile Liability coverage on an "occurrence" form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,300,000.

D. Workers' Compensation Insurance

The Consultant, its subcontractors, if any, and all employers providing work, labor or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage.

E. Additional Insured Provision

The Commercial General Liability Insurance Policy shall include the City its officers, directors, and employees as additional insureds with respect to this Agreement. Coverage will be endorsed to provide a per project aggregate.

F. Extended Reporting Coverage

If any of the liability insurance is arranged on a "claims made" basis, Extended Reporting coverage will be required at the completion of this Agreement to a duration of 24 months or the maximum time period the Consultant's insurer will provide if less than 24 months. Consultant will be responsible for furnishing certification of Extended Reporting coverage as described or

continuous "claims made" liability coverage for 24 months following Agreement completion. Continuous "claims made" coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this Agreement. Coverage will be endorsed to provide a per project aggregate.

G. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days' written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The 30 days' notice of cancellation provision shall be physically endorsed on to the policy.

H. Insurance Carrier Rating

Coverage provided by the Consultant must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

I. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Consultant shall furnish a Certificate of Insurance to the City. No Agreement shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the address below ten days prior to coverage expiration.

J. Primary Coverage Clarification

The parties agree that Consultant's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

K. Copy of Policy or Certificate of Insurance

A cross-liability clause or separation of insureds clause will be included in the general liability policy required by this Agreement. Consultant shall furnish City with at least 30-days written notice of cancellation of, or any modification to, the required insurance coverages. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

Anna laukea
Urban Renewal
City of Newport
169 SW Coast Highway
Newport, OR 97365

Thirty days' cancellation notice shall be provided City by certified mail to the name at the

address listed above in event of cancellation or non-renewal of the insurance. The procuring of the required insurance shall not be construed to limit Consultant's liability under this agreement. The insurance does not relieve Consultant's obligation for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

9. Termination Without Cause

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Consultant. If City terminates the Agreement pursuant to this section, Consultant shall be entitled to payment for services provided prior to the termination date.

10. Termination with Cause

A. City may terminate this Agreement effective upon delivery of written notice to Consultant, or at such later date as may be established by City, under any of the following conditions:

- 1)** If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
- 2)** If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 3)** If any license or certificate required by law or regulation to be held by Consultant, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

Any termination of this agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of Agreement) to Consultant, may terminate this Agreement:

- 1)** If Consultant fails to provide services called for by this Agreement within the time specified, or
- 2)** If Consultant fails to perform any of the other provisions of this Agreement, or fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten days or such other period as City may authorize.

C. If City terminates this Agreement, it shall pay Consultant for all undisputed invoices tendered for services provided prior to the date of termination.

D. Damages for breach of Agreement shall be those allowed by Oregon law, reasonable

and necessary attorney fees, and other costs of litigation at trial and upon appeal.

11. Non-Waiver

The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder, should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

12. Notice

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

IF TO CITY OF NEWPORT

Anna Iaukea
Urban Renewal Project Manager
City of Newport
169 SW Coast Highway
Newport, OR 97365
541-574-5868
a.iaukea@newportoregon.gov

IF TO CONSULTANT

David Dougherty
Principal
DLA, Inc

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

The date of deposit in the mail shall be the notice date for first class mail. All other notices, bills and payments shall be effective at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

13. Merger

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

14. Force Majeure

Neither City nor Consultant shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractors or supplies due to such cause; provided that the parties so disabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

15. Non-Discrimination

Consultant agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations. By way of example only, Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

16. Errors

Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

17. Extra Work

Extra work or work on Contingency Tasks is not authorized unless the City authorizes the additional or contingency work in writing. Failure of Consultant to secure written authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement price or Agreement time due to unauthorized extra work and Consultant shall be entitled to no compensation for the performance of any extra work not authorized in writing.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of law principles. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon, and the parties hereby consent to venue in Lincoln County Circuit Court, Oregon, unless exclusive jurisdiction is in federal court, in which case venue shall be in federal district court for the District of Oregon.

19. Compliance with Applicable Law

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work under this Agreement, including but not limited to those set forth in ORS 279A, 279B and 279C. While all required contractual provisions are included in Exhibit B, Consultant shall be familiar with and responsible for compliance with all other applicable provisions of the Oregon Public Contracting Code.

20. Conflict Between Terms

This document shall control in the event of any conflict in terms between this document and the RFP and/or proposal.

21. Access to Records

City shall have access to the books, documents, papers and records of Consultant that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

22. Audit

Consultant shall maintain records to assure conformance with the terms and conditions of this

Agreement, and to assure adequate performance and accurate expenditures within the Agreement period. Consultant agrees to permit City or its duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

23. Severability

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Agreement.

24. Industrial Accident Fund Payment

Consultant shall pay all contributions or amount due the Industrial Accident Fund that Consultant or subcontractors incur during the performance of this Agreement.

25. Arbitration

All claims, disputes, and other matters in question between the City and Consultant arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with the Oregon Uniform Arbitration Act, ORS 36.600, et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Lincoln County Circuit Court will establish rules to govern the arbitration.

A claim by Consultant arising out of, or relating to this Contract must be made in writing and delivered to the City Administrator not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the City Administrator within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the City Administrator will be considered by the City Board at the Board's next regularly scheduled meeting. At that meeting the Board will render a written decision approving or denying the claim. If the claim is denied by the Board, the Consultant may file a written request for arbitration with the City Administrator. No demand for arbitration shall be effective until the City Board has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the City has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the City Board's decision being binding upon the City and Consultant.

Notice of demand for arbitration shall be filed in writing with the other party to the agreement, subject to applicable statutes of limitation, except as set forth above. The City, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the Consultant to proceed through the courts for relief. If arbitration is followed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modifications or appeal except to the extent permitted by Oregon law.

26. Attorney Fees

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this contract without initiating litigation, Consultant agrees to pay City's attorney fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party

27. Complete Agreement

This Agreement and any exhibit(s) hereto and any and all Contingency Task Orders executed by the parties constitute the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Any waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. In the event of a conflict between the documents comprising this Agreement, interpretation shall occur in the following manner: 1) this Agreement; 2) any Contingency Task Orders; 3) the RFP and Response. The following exhibits are attached to and incorporated into this Agreement:

- A. Exhibit A – Consultant's Proposal with Cost Estimate
- B. Exhibit B – Oregon Public Contracting Code/required contractual provisions
- C. Exhibit C – Request for Proposals

28. Miscellaneous

- A. Consultant agrees that news releases and other publicity relating to the subject of this Agreement will be made only with the prior written consent of City.
- B. Consultant shall comply with all virus-protection, access control, back-up, password, and other security and other information technology policies of City when using, having access to, or creating systems for any of City's computers, data, systems, personnel, or other information resources.
- C. Consultant will include in all contracts with subcontractors' appropriate provisions as required by ORS 279C.580.
- D. Consultant will comply with environmental and natural resources regulations as set forth in ORS 279B.225 and regulations relating to the salvaging, recycling, composting or mulching yard waste material, and salvage and recycling of construction and demolition debris as set forth in ORS 279B.225 and 279C.510.

By their signatures hereunder, the parties acknowledge they have read and understand this Agreement and agree to be bound by its terms. This Agreement is effective on the date last signed below by a party below:

CITY OF NEWPORT:



Spencer R. Nebel, City Manager

Date: 3/12/24

DLA, Inc.:



David Dougherty, Principal

Date: 3/7/2024

EXHIBIT A
CONSULTANT'S PROPOSAL WITH COST ESTIMATE



Proposal for Consulting Services to Enhance South Beach Placemaking

Presented To: Newport Urban Renewal



PRESENTED BY: DOUGHERTY LANDSCAPE ARCHITECTS (DLA)
AND HOPPER DESIGN & ILLUSTRATIONS

12.01.2023





December 1, 2023

Anna L. Laukea
Urban Renewal Project Manager
City of Newport
169 SW Coast Highway
Newport, Oregon 97365

**Re: CONSULTING SERVICES TO ENHANCE SOUTH BEACH PLACEMAKING THROUGH IMPROVEMENTS TO
LANDSCAPING, PUBLIC ART, AND GATEWAYS**

Dear Anna and Evaluation Committee Members,

The Dougherty Landscape Architects (DLA) Team is excited about this opportunity to provide our services to the City of Newport Urban Renewal Agency (Agency). Your RFP provides a clear understanding of the vision and goals for the South Beach enhancement project. We trust that our proposal illustrates our qualifications and ability to perform this work creatively and professionally. We understand the overall goal of providing an attractive, pedestrian/bicycle friendly and highly functional destination. Our team will work hard to earn the trust of the Agency and stakeholders by providing valuable design services in collaboration with the community's creative thought, vision, and guidance.

After visiting your site I'm excited about the potential of what can be achieved. Fortunately, we are well suited to meet your goals due to our overall experience and specific contributions to Newport and South Beach. We were the landscape architects for The Hatfield Marine Science Building, the NOAA facility, The Oregon Coast Community College/Aquarium Science and Coast Park. Currently, we are designing the landscape for the proposed Toyota dealership near the south gateway. We are well acquainted with the challenges of the Oregon Coast. We have a high level of expertise in built environments, furnishings and plant materials that can endure coastal conditions.

Our team of experienced professionals brings a depth of experience to meet all the objectives of this project. As Principal of DLA Inc., I will be the contact person and lead the team. We bring a portfolio of urban revitalization and landscape enhancement projects that clearly parallels the goals for South Beach. Michael Hopper of Hopper Design + Illustration will provide wayfinding design standards, assist with gateway designs, coordinate art integration, and prepare illustrative renderings that beautifully capture the character of our designs. We worked seamlessly together on similar recent projects including Florence Streetscape and Gateways and Old Town Bandon Streetscape and Wayfinding, among others. We are well equipped to prepare reliable cost estimates in-house. The results of our collective experience and collaboration will be impressive. Our construction documentation is carefully facilitated to meet schedules and budgetary requirements.



Our team earned an excellent reputation for facilitating community engagement to inform design solutions. Interested stakeholders and community members are vital to the success of our plans. We will conduct the public meetings during the design process to inform a vision for South Beach that is embraced by the community and the Agency.

The conceptual design must be anchored in feasibility and be accurate enough to launch the subsequent final design. Construction feasibility is a high priority for us during the design process. Our team has a proven track record of guiding projects from conceptual design through final documentation and built landscapes. Examples of this experience can be found throughout this proposal. Not only have many of our projects been built, they have also brought quantifiable revitalization and a return on investment for these communities. Vacancy rates have been reduced and private investment has increased as a result of our built streetscape and enhancement projects.

There is a renewed sense of civic pride and proven results in many communities where our plans have been implemented, including Canby, Florence, Albany, Toledo, Creswell, Gervais, Sweet Home, and Veneta. These projects, like South Beach, involved important connections to adjacent amenities and destinations. The key to success is listening to client and public voices and integrating community vision into the design. In doing so, and in resolving challenges, our projects exceed goals and lay the framework for continued revitalization.

Our goal is to create a shared vision for South Beach rooted in its sense of place. We agree that a streetscape enhanced with art and amenities will strengthen the identity and uniqueness of the district. The combination of culture, Native American history and natural systems is unique and should be reflected in the designs. This project will explore a diversity of design options and evaluate the best and highest use of the project site for flexibility, making this a win-win for residents, stakeholders and visitors.

Anna, it would be a pleasure to work with you, your staff, and stakeholders, on this important enhancement project. Our team brings a high level of commitment and performance to the City of Newport and we would be excited to begin a long-lasting relationship with you and the agency.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Dougherty', is located below the 'Sincerely,' text.

David Dougherty, Principal
DLA Inc.

TABLE OF CONTENTS

1. Project Approach & Understanding
2. Project Organization & Team Qualifications
3. Project Timeline
4. Project Coordination & Monitoring
5. Proposed Cost of Services
6. Similar Project Experience



Volunteer Park, Springfield OR

1 PROJECT APPROACH AND UNDERSTANDING

PROJECT UNDERSTANDING:

The DLA Design Team is excited about the prospect of assisting the City of Newport's Urban Renewal Agency (Agency) by providing our expertise to enhance South Beach placemaking. This will be done through improvements to landscaping, wayfinding and adding amenities like public art and gateways.

Our team understands the City's desire to enhance the identity and sense of place in South Beach and the importance of creating an attractive walkable and bikeable destination that appeals to both residents and visitors. To this end, the city has requested the professional services of a consultant team to perform the following services as outlined in the RFP & Refinement Plan.

SCOPE OF WORK:

- **Community Engagement Process:** Design a community engagement plan that builds off the previous surveys, engages agencies within the South Beach area and identifies key investments for the area.
- **Improvements:** Identify areas for landscape improvements, wayfinding and public art along the existing and planned multi-use trails. These improvements need to be cohesive and tie in both the historical and natural history of South Beach. They should also be scalable and complement other placemaking elements.
- **Gateways & Art:** Identify the appropriate location for a northern and southern gateway including the type of feature, how it ties into the overall placemaking approach and the surrounding site.
- **Public Arts Committee:** Develop guidelines and a conceptual art plan that identifies locations for public art, the type of art to be commissioned, the approximate size and the overall character for the art throughout the district.
- **Wayfinding:** Evaluate and improve current wayfinding and signage. If the current wayfinding system is significantly incomplete, design a new wayfinding signage scheme, taking into consideration the already established design standards put in place by the City.
- **Cost Estimate:** Complete a detailed cost estimate that includes all the areas to be upgraded, develop a phasing plan and identify which projects should be completed with urban renewal dollars with a focus on those with high support from the community
- **Maintenance:** Determine the design of landscape improvements, including opportunities for removal of invasive species and ensure that careful consideration is given to the long-term maintenance of the landscaping design, public art, and gateways.
- **Hazards:** Consider the natural and geologic hazards for which the area is at risk and how they impact each of the above-mentioned services.



Florence Conceptual Gateway Sketch

1 PROJECT APPROACH AND UNDERSTANDING

TASK '1' – PROJECT KICK-OFF:

At this kick-off meeting, our focus will be to familiarize ourselves with the project area and for parties to confirm the project objectives and schedule.

Scope, Goals and Objectives: We will ask the City/Urban Renewal Agency to restate their objectives and key development assumptions, and what is generating the desire for these improvements. This will further help our team understand the issues critical to the community and acknowledge the staffs' perspectives.

Schedule: Given a desired 9-month timeframe, we will establish milestone event dates so the team can schedule community outreach meetings, product delivery and presentations to ensure timely delivery of the placemaking plan.

Process: Below is an outline of this process.

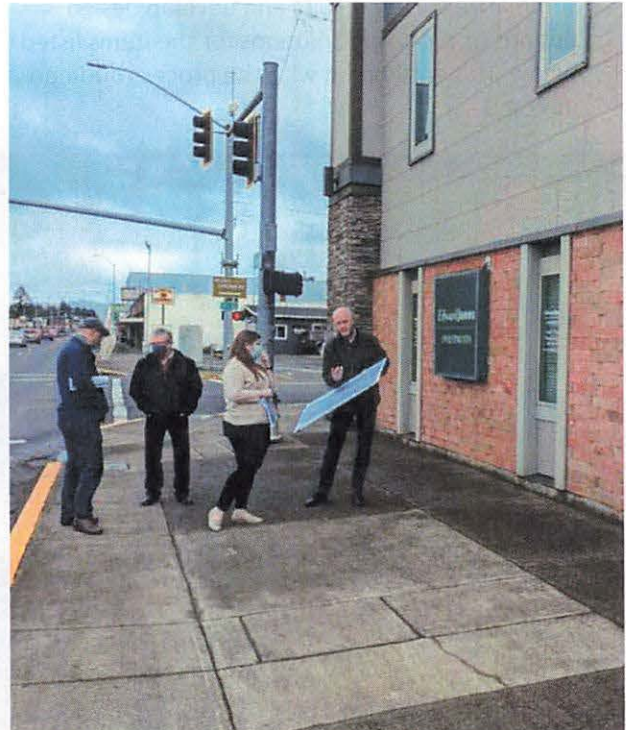
- **Information Gathering :** Before the kick-off meeting the DLA team will gather relevant documents for the project from city staff including background documents, GIS data, and any construction drawings within the project boundary. This will allow our team to compile a

base map with all relevant information which can then be discussed and refined during the kick-off meeting.

- **Kick off Meeting/Site Visit:** A site visit with City staff, public arts committee members and community stakeholders will be conducted after the kick-off meeting to give the DLA team a comprehensive understanding of the site and to identify key opportunities and constraints.
- **Public Involvement Process:** We will work with the urban renewal agency to determine a public involvement process and evaluation criteria and identify the key stakeholders.
- **Next Steps:** Take the information gathered to refine the project scope of work, develop a detailed project schedule, and prepare site analysis and assessment plan that builds upon the work done in the refinement plan.

Deliverables (as outlined in the RFP)

- » Site reconnaissance meeting notes summarizing results of the group discussion, field work, and photographs for reference and future work product.
- » Refine scope of work and project schedule.



Kick-off Meetings in Bandon & Sweet Home

1 PROJECT APPROACH AND UNDERSTANDING

TASK '2'– COMMUNITY OUTREACH & ENGAGEMENT

Scope, Goals and Objectives: Our proposed approach seeks to engage participants in the design through a transparent, open process that works towards establishing support for the project and identifying key investments. The key component to this phase is centered on fostering and establishing public support for the process. We will partner with the URA, the City of Newport, Public Arts Committee, business owners and stakeholders to create concepts that capture the community's vision for South Beach.

Schedule: April 2024 – June 2024

Process: Below is our proposed approach to facilitate the community outreach and engagement task.

- **Agency Meeting:** Submit presentation material to confirm our approach to the online preference survey, community meeting, and public open house.
- **Initial outreach:** Via an online survey and hard copies we will prepare questions and draft design concepts. These will be vetted by the community and help inform the initial design options.
- **Prepare Design Options:** Our team will summarize survey results and develop design options or proposed solutions for the items listed below. This will line up with the process outlined in Task 3.

- **Community Meeting #1:** The DLA Team will present preliminary design concepts to property owners, stakeholders and other interested parties, and solicit feedback and comments on the design options. This feedback will identify preferred conceptual design options, ranking options, and design element preferences.
- **Public Arts Committee Meeting:** Meet to discuss and gather feedback for the draft placemaking design concepts. (Moved from Task 3 to line up with other public outreach & engagement tasks)
- **Prepare Preferred Design Option:** We will incorporate city and community input to develop a final preferred conceptual design.
- **Open House:** Our refined concept will be presented at a public open house where our team will engage the attendees and solicit a final round of feedback. We will also coordinate plan refinements with city staff and the URA.

Deliverables (as outlined in the RFP)

- » Web based and hardcopy preference surveys.
- » Attendance at the agency meeting to discuss presentation materials and agenda for the community meetings and public open house.
- » Attendance at community meeting and public open house and public arts committee meeting to get preliminary feedback on conceptual designs and confirm priority areas.
- » Summary of survey results and meeting outcomes.



Public Input Process - Bandon

1 PROJECT APPROACH AND UNDERSTANDING

TASK '3' – DRAFT PLACEMAKING DESIGN CONCEPTS

Scope, Goals and Objectives: The intent of this portion of the process is to prepare a draft design package. This set of graphic placemaking design concepts following response to the components outlined on page 5 of the RFP. The goal is to create a plan that enhances the pedestrian environment, brings continuity and identity through the implementation of standards, the incorporation of art and provision of amenities. In addition, it will provide an attractive physical environment that improves the economic vitality of South Beach. DLA will integrate the qualities that make South Beach a unique and thriving destination, incorporating elements of local art, culture and natural beauty, to create an enhanced destination within Newport. This task will overlap with the community outreach process.

These goals will be achieved in close collaboration with business owners, residents and other stakeholders. Our design work will be informed by DLA's years of experience in creating successful streetscapes throughout Oregon and using a community-based approach.

Schedule: January 2024 – April 2024

Process: Below is an outline of how this process will be facilitated.

- **Task 3a:** Prepare draft landscape designs (up to three) that include planting design, opportunities for hardscaping, low-maintenance considerations,

locations for amenities and long-term maintenance costs.

- **Task 3b:** Identify locations for both a northern and southern gateway taking into consideration the opportunities and constraints report. Prepare draft design guidelines for gateway and public art within the South Beach area.
- **Task 3c:** Evaluate existing wayfinding and signage throughout South Beach, determine shortfalls and provide recommendations for additional signage consistent with City of Newport guidelines. A draft wayfinding signage evaluation and recommendations will be developed based on discussions with City staff and the Agency.
- **Review Period:** City staff will review the draft landscaping designs and provide feedback.

Deliverables (as outlined in the RFP)

- » Submit draft landscaping designs for review by City staff and presentation to the Agency (electronic copy and three hard copies)
- » Submit draft gateway and public art design options (up to three concepts) for review by City staff, the Public Arts Committee, and the Agency
- » Submit a draft wayfinding signage evaluation and recommendations document.
- » Present materials to illustrate landscaping design options for the online and hard copy preference survey, community meeting, and public open house.



Veneta Broadway Conceptual Plan

1 PROJECT APPROACH AND UNDERSTANDING

TASK '4'– DETAILED COST ESTIMATE AND PHASING

Scope, Goals and Objectives: Our goal for this portion of the project will be to identify priority projects, determine appropriate phasing based on funding and City timeline, and put together a detailed cost estimate.

Schedule: March 2024 – June 2024

Process: Below is an outline of how this process. will be facilitated.

- **Priority Projects:** Identify priority projects.
- **Phasing:** Provide a phasing schedule for the improvements.
- **Cost Estimate:** Prepare a detailed cost estimate of the selected projects.

Deliverables (as outlined in the RFP)

- » Draft cost estimate and phasing plan
- » Presentation materials to explain project prioritization and phasing to the Agency



Siuslaw Interpretation , Florence,

1 PROJECT APPROACH AND UNDERSTANDING

TASK '5'– DRAFT AND FINAL PLACEMAKING PLAN

Scope, Goals and Objectives: Our final task will be to consolidate all feedback and prepare a draft Placemaking Plan. This plan will be issued to City staff, the Agency, and Public Arts Committee for a single round of comments. During this period City staff will conduct a meeting with the Agency to solicit feedback on the draft placemaking plan.

Schedule: February 2024 – September 2024 (The project schedule on pg 19 only shows the timeframe for key deliverables)

Process: Below is an outline of how this process will be facilitated.

- **Community Feedback:** Consolidate community feedback into a concise and easy to review document.
- **Design Guidelines:** Consolidate the design guidelines.

- **Cost Estimate & Phasing:** Finalize the cost estimate and phasing plan.
- **Maintenance:** Provide maintenance guidelines.
- **Draft Placemaking Plan:** Combine all the above deliverables into a draft placemaking document that will be reviewed by the City and refined for final submission.
- **Meeting:** Attend Agency meeting to present Draft Placemaking Plan.
- **Final Placemaking Plan:** Deliver final document with all agency comments incorporated
- **Construction Drawings & Specifications:** A full set of construction drawings and specifications will be submitted for the landscape improvements portion of the project. These plans will be suitable to use for bidding.

Deliverables (as outlined in the RFP)

- » Draft Placemaking Plan (electronic copy and three hard copies)
- » Final Placemaking Plan (electronic copy and three hard copies). This shall include bid ready documents for the landscaping design.



Siuslaw Interpretation , Florence,

2 PROJECT ORGANIZATION AND TEAM QUALIFICATIONS



DLA AT A GLANCE

Office Location



ESB Certificate: DLA is pending renewal by the State of Oregon as an Emerging Small Business (ESB Certificate number: 6653)

Years in Business: 31

Number of Employees: 5

PROJECT TEAM OVERVIEW

DLA & Hopper Design + Illustrations have teamed up to provide specialized expertise in placemaking and landscape improvement to enhance South Beach, improve connectivity and create a cohesive sense of identity for the district. DLA is a recognized leader in programming, planning and design of downtown revitalization, streetscape improvements and pedestrian enhancement projects.

The project will be carried out by a team experienced with these projects. We bring extensive public outreach experience. Our team understands the complexities of incorporating art and gateway features within the public realm and have worked on several projects where we incorporated a variety of wayfinding signage.

Our experience includes working with ODOT and other consultants to install gateway features and public art. We prioritize the creation of safe pedestrian environments.

Landscape design is where we excel. Our long-standing relationship with cities throughout Oregon has given us the experience to deliver a landscape strategy that weaves the history, culture and current needs of the site into a cohesive plan. This creates identity and carefully considers the longevity of the design.

Additionally, we have worked on several key projects in South Beach giving us a deep understanding of the site and surrounding area.

DLA PROFILE

DLA has proven expertise in downtown revitalization, streetscapes and public design projects. David, firm principal, has made this an area of specialization. David has been a featured speaker at the Oregon Main Street Association and worked with the Oregon Downtown Development Association on dozens of conceptual streetscape design charrettes with economic and marketing impact components for cities across Oregon.

The DLA team has worked in many communities throughout Oregon. We prioritize getting to know each community and strive to gain the trust of local residents and stakeholders to deliver a result that best serves the unique needs and goals of the community.

SERVICES TO BE PROVIDED: Landscape design, public outreach, site amenities, gateway locations, wayfinding & public art locations, cost estimate, phasing, construction documents and specifications.

HOPPER DESIGN COMPANY PROFILE

Hopper Designs + Illustration is an award-winning designer and illustrator, Mike Hopper has over 25 years of experience working with diverse clients to create engaging spaces and powerful, evocative presentations. His work runs the gamut from interior design and identity graphics to architectural concepts and visualizations. Merging his artistic background and architectural design skills, Mike creates uniquely expressive images that are a valuable asset to all stages of design and project promotion.

SERVICES TO BE PROVIDED: Wayfinding assessment and improvements guidelines, working with the Public Arts Committee to develop a conceptual art plan that identifies locations for public art, the type of art to be commissioned, the approximate size and the overall character for the art throughout the district.

2 PROJECT ORGANIZATION AND TEAM QUALIFICATIONS

Past and Current Streetscape Projects

- Bandon Streetscape and Parking Plan, OR
- Sweet Home Downtown Streetscape & Parking Plan, OR
- Philomath Couplet Streetscape and Pedestrian Upgrades, OR
- Florence Streetscape, HWY126/HWY101 to Siuslaw River Bridge, OR
- Canby NW 1st Avenue Streetscape, Canby, OR
- Albany Historic 1st Avenue Streetscape, Albany, OR
- Creswell Downtown Revitalization and Streetscape, Creswell, OR
- Dallas Streetscape, Dallas, OR
- Gervais Streetscape, Gervais, OR
- Toledo Downtown Revitalization and Streetscape, Toledo, OR
- Veneta Downtown Revitalization, Streetscape & Gateway, Veneta, OR
- Philomath Downtown Master Plan, Philomath, OR
- Elkton Downtown Revitalization, Elkton, OR
- Gold Hill Downtown Revitalization, Gold Hill, OR

Services Expertise Table

	Bandon: Downtown Streetscape & Parking	Philomath Couplet: Downtown Streetscape	Sweet Home: Downtown Streetscape & Parking	Revision Florence: OR126/US101 Spruce St.	Veneta: Downtown Broadway Redevelopment	Downtown Canby: NW 1st Ave Revitalization	Bandon: Downtown Streetscape & Parking	Revision Florence: OR126/US101 Spruce St.
	DLA						HOPPER	
Design Expertise								
Pedestrian Facility/Amenity Design	X	X	X	X	X	X		
Multimodal Transportation Design		X	X	X	X			
Street Tree and Landscape Design	X	X	X	X	X	X		
Lighting Plan Design								
Downtown Parking Plan Design	X	X	X		X	X		
Public Plaza Design	X	X	X	X	X	X	X	
Outdoor Dining Design	X	X	X					X
Wayfinding	X	X	X	X	X	X	X	X
Street Art Placement Design	X	X	X	X		X	X	X
Streetscape Design	X	X	X	X	X	X		
Building Façade Design							X	
Placemaking and Wayfinding Design	X	X			X	X	X	X
Renderings and Concept Images							X	X
Gateway Design	X			X	X		X	X

2 PROJECT ORGANIZATION AND TEAM QUALIFICATIONS



DAVID DOUGHERTY, PRINCIPAL | DLA

Phone Number: [REDACTED]

Email: [REDACTED]

Qualifications: BSLA (Landscape Architecture), The Ohio State University; 37 years professional experience; 31 years as DLA Principal. David has a long history of major commercial and public improvement work dating back to his days with the Olin Partnership in Philadelphia. David has served both as project principal and within project teams to develop conceptual plans, long-term master plans and bid documents for projects throughout the Northwest. He brings a particular expertise in downtown revitalization, place making and streetscapes.

Role and Responsibility: David will be the primary point of contact and Project Manager. He will oversee all aspects of the project. He will participate fully in all aspects of the project as outlined in the RFP including public facilitation. He will work closely with the City and the Agency to coordinate the work. David will ensure quality control, cost efficiency and adherence to the project schedule. He has a proven track record of quick and thorough response to all project and client needs.

RELEVANT PROJECT EXPERIENCE:

Bandon Streetscape and Parking Plan, OR (Current)

Public Input, Conceptual Site Plan, Wayfinding, Street Trees and Landscaping

Bohemia Park, Cottage Grove, OR (Current)

Site Plan, Splash Pad, Pathways & Circulation, Public Art, Plantings

Ford's Pond Park, Sutherlin, OR (Current)

Master Plan, ADA-Accessible Play Area, Restroom, Pavilions, Interpretive Signs

Philomath Couplet Streetscape Upgrade, OR. (2021)

Public Input, Street Trees and Landscaping, Pedestrian Facilities

Downtown Streetscape and Parking Upgrade, Sweet Home OR. (2021)

Public Input, Public Plazas, Street Trees and Landscaping, Pedestrian Facilities

Florence HWY 126 and 101 Streetscape, Florence, OR. (2019)

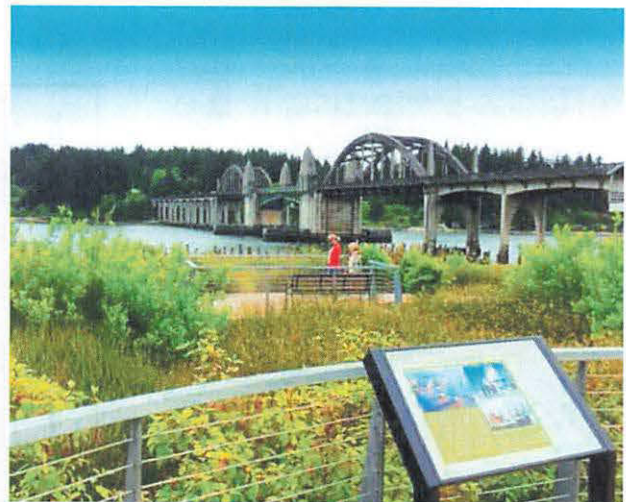
Public input, Street Trees and Landscaping, Pedestrian Facilities

Albany Historic First Avenue Streetscape, Albany

Public input, Master Planning, Public Art, Flexible Civic Spaces.

Broadway Redevelopment, Veneta, OR

Public Input, Master Planning, Street Trees & Landscaping



Florence, OR



Conceptual Sketch, Philomath, OR

2 PROJECT ORGANIZATION AND TEAM QUALIFICATIONS



ERIC PARSONS, LANDSCAPE ARCHITECT | DLA

Phone Number: Office: 541 683 5803 / Cell: 541 525 5839

Email: ericp@dladesign.com

Qualifications: MLA (Landscape Architecture) Louisiana State University; BA (Bachelor of Arts) Louisiana State University. 23 years industry experience. Eric has worked as designer and project manager at DLA for twenty one years. He enjoys a diverse workload on a broad range of projects from conceptual to detailed design. Eric is adept at collaborating with clients and other design professionals. His continuing education efforts focus on best practices for pedestrian and bicycle infrastructure. He is interested in creating safe and aesthetically rich multimodal corridors and spaces.

Role and Responsibility: Eric will assist with design work and documentation, cost estimating, construction administration and specifications

RELEVANT PROJECT EXPERIENCE:

Bolton Hills Sports Complex, Veneta, OR (Current)

Public Input, Conceptual Site Plan, Softball, Baseball & Soccer Fields

Bohemia Park, Cottage Grove, OR (Current)

Site Plan, Splash Pad, Pathways & Circulation, Public Art, Plantings

Ford's Pond Park, Sutherlin, OR (Current)

Master Plan, ADA-Accessible Play Area, Restroom, Pavilions, Interpretive Signs

Florence HWY 126 and 101 Streetscape, Florence, OR. (2019)

Public input, Street Trees and Landscaping, Pedestrian Facilities

Albany Historic First Avenue Streetscape, Albany,

Public input, Master Planning, Public Art, Flexible Civic Spaces.

Canby First Avenue Streetscape, Canby, OR (2019)

Master Plan, Wayfinding, Street Trees and Landscaping, Art, Pedestrian Facilities.

Gervais Streetscape, Gervais, OR (2007)

Master Plan, Wayfinding, Street Trees and Landscaping, Art, Pedestrian Facilities.

Veneta Downtown Gateway Monument, Veneta

Gateway Design

Broadway Redevelopment, Veneta, OR

Public Input, Master Planning, Street Trees & Landscaping



Albany, OR



Veneta, OR

2 PROJECT ORGANIZATION AND TEAM QUALIFICATIONS



LUZANNE SMITH, SENIOR ASSOCIATE | DLA

Phone Number: [REDACTED]

Email: [REDACTED]

Qualifications: Luzanne is a project manager with 15 years experience working in the field of landscape architecture and sustainability. Her projects include streetscapes, culturally significant sites, parks, office buildings, housing, schools, and urban development. With her diverse geographic (Oregon, Florida, UK, China, New Zealand and Zambia) and project experience, she brings her unique perspective to each project. She is passionate about the collaborative process and bringing communities together to create unique spaces that are vibrant, practical and can be enjoyed by all.

Role and Responsibility: Luzanne will assist with design work and documentation. She will also provide support for the community liaison portion of the project, including preparation of design concept materials for the survey and presentations.

RELEVANT PROJECT EXPERIENCE:

Bandon Streetscape and Parking Plan, OR (Current)

Public Input, Conceptual Site Plan, Wayfinding, Street Trees and Landscaping

Bohemia Park, Cottage Grove, OR (Current)

Site Plan, Splash Pad, Pathways & Circulation, Public Art, Plantings

Ford's Pond Park, Sutherlin, OR (Current)

Master Plan, ADA-Accessible Play Area, Restroom, Pavilions, Interpretive Signs

Boones Ferry Crossing Park, Woodburn (Current)

Sports Facilities, Skate Park, Pump Track, Fitness Area, Putting Green

Philomath Couplet Streetscape Upgrade, OR. (2021)

Public Input, Street Trees and Landscaping, Pedestrian Facilities

Downtown Streetscape and Parking Upgrade, Sweet Home OR. (2021)

Public Input, Public Plazas, Street Trees and Landscaping, Pedestrian Facilities

Florence HWY 126 and 101 Streetscape, Florence, OR. (2018)

Public input, Street Trees and Landscaping, Pedestrian Facilities

All American Park Enhancement, Cottage Grove (2016)

Public Input, Pathways and Circulation, Kiosk, Landscaping



Open House, Sisters, OR



Florence HWY 101/126 Intersection

2 PROJECT ORGANIZATION AND TEAM QUALIFICATIONS



MIKE HOPPER, PRINCIPAL | HOPPER DESIGN & ILLUSTRATIONS

Phone Number: [REDACTED]

Email: [REDACTED]

Qualifications: (BIArch) Interior Architecture, University of Oregon and (AA) Graphic Design, Lane Community College. Mike has 34 years experience working with diverse clients to create effective and engaging environments. He regularly works with landscape architects, architects, developers and businesses. Prior to 2007 his career was focused on hospitality and retail design.

Role and Responsibility: Mike will lead the design of wayfinding, public art guidelines, identity graphics and public art concepts drawings. He will provide project visualizations and renderings of the preferred design option.

WORK EXPERIENCE:

Principal | Hopper Design & Illustration - Design & Visualization 2007 - Present

Provide creative solutions tailed to each specific project, from interior environments, exterior concepts and graphics to conceptual renderings and project visualizations.

Creative Director, Senior Designer | KRS (Eugene, OR) - Retail Design 1992-2007

Led design teams working with a wide range of clients to provide innovative retail environments- Popular brand clients included Eddie Bauer, Safeway, Procter & Gamble, Pendleton and Nike

Designer, Drafter | Solano Architecture LTD (London, UK) - Hospitality Design 1989-1992

Graphics, interior details and plan layouts for luxury hotels and restaurants, most located along the Mediterranean coast line

RELEVANT PROJECT EXPERIENCE:

Bandon Streetscape and Parking Plan, OR (Current)
Wayfinding, Gateway Design, Conceptual Renderings & Visualizations

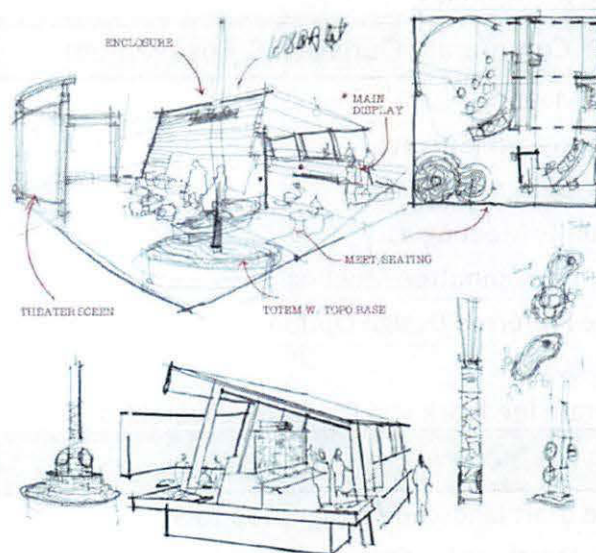
Florence HWY 126 and 101 Streetscape, Florence, OR. (2019)

Gateway Renderings and Visualizations,

Willamette Crossing, Eugene, OR. (2020)
Rednderings and Visualizations, Wayfinding

World Forestry Congress (2009)

Exhibit design and rendering



World Forestry Exhibit Sketches



Willamette Crossing Information Kiosk, Eugene

3 PROJECT TIMELINE

This timeline allows for flexibility for each of the tasks and can be refined once the scope is clearly outlined.

	December	January	February
CONTRACT NEGOTIATIONS			
Task '1' Project Kick-Off		Task '1'	
Information Gathering			
Kick off Meeting/Site Visit			
Public Refinement Process			
Refine project scope & schedule			
Prepare Deliverables			
Task '2' Community Outreach & Engagement			
Agency Meeting			
Initial outreach (Survey)			
Prepare Design Options			
Community Meeting #1			
Public Arts Committee Meeting			
Prepare Preferred Design Option			
Open House			
Incoporate feedback and Prepare Deliverables			
Task '3' Draft Placemaking Design Concepts			
Prepare draft landscape designs (up to 3)			
Identify locations for Gateways & public art guidelines			
Wayfinding and Signage Evaluation			
Prepare Deliverables			
Task '4' Detailed Cost Estimate and Phasing			
Identify Priority Projects & Phasing Schedule			
Prepare a detailed cost estimate			
Task '5' Final Conceptual Design & Cost Estimates			
Prepare Draft Placemaking Package			
Prepare Construction Drawing & Specifications			
Agency Meeting (Present Draft Placemaking Plan)			
Final edits			
Prepare Deliverables			
Submit Final Deliverables			

3 PROJECT TIMELINE

[illegible]

4 PROJECT COORDINATION AND MONITORING

Effective communication: During the South Beach Placemaking project, the DLA Team will engage early and consistently through ongoing team meetings and design coordination. DLA will review schedules and budgets as the work plan moves through each task. We will ensure clear and direct communication among all project participants. Our design team process has proven to minimize duplication of services and provides focused project delivery. Years of experience working among design team members facilitates efficient communication, project flow and coordination.

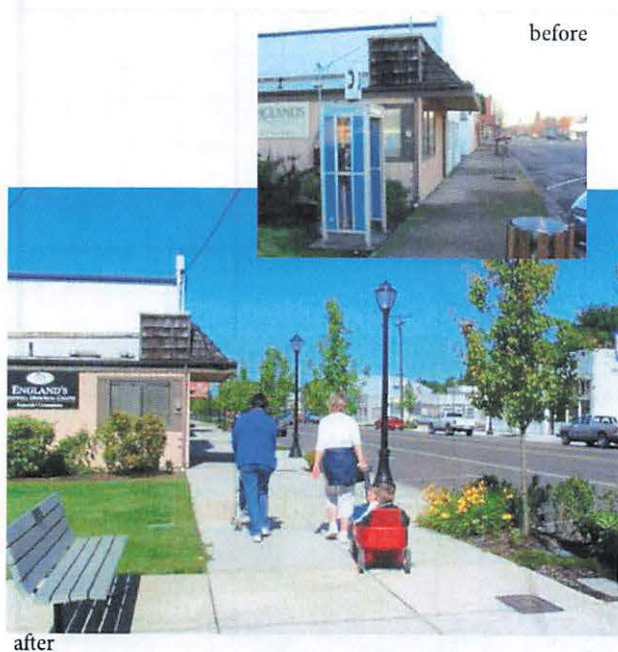
Our team excels in managing public involvement for placemaking, downtown streetscape and park projects. We specialize in guiding public, private, and non-profit organizations in creative processes with clear outcomes. The team understands how to involve diverse interests, facilitate efficient decision-making, and bridge the gap between technical experts and the general public. Potential outreach strategies used during these meetings will include community meetings, an open house event, in-person meetings and a survey to reach as many residents and stakeholders as possible.

We encourage you to contact our references to discuss their experiences working with the DLA design team.

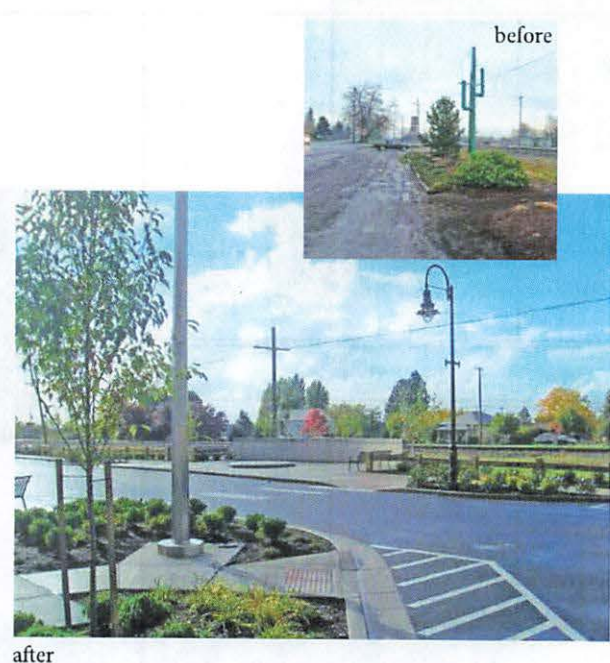
Monitoring progress: We effectively monitor and organize our processes to ensure success. Our approach is customized for each community and their specific goals. Throughout our time working with public agencies, we learned to listen first to gain a deep understanding of the community, city and agency's needs, and then pull together a clear vision for the project in a timely and efficient manner. We stick to our schedules and keep you informed of our progress. Our experience working as a team in collaboration with governmental agencies will result in effective and timely solutions.

Projects of similar scope: The DLA team has worked with numerous government agencies throughout Oregon and is familiar with public design standards and addressing specific agency requirements and program needs. Throughout this proposal we demonstrate our experience with similar projects. Our local knowledge and familiarity with the area give us a deep understanding of the site and what it will take to create an identity unique to South Beach.

David Dougherty and our team have worked on numerous projects with ODDA (Oregon Downtown Development Association) and helped municipal governments throughout Oregon articulate a vision for downtown revitalization. Our experience also includes working with county governments and local utility districts to meet project needs.



Creswell Master Plan and Streetscape Upgrade



Gervais Main Street Upgrade

5 PROPOSED COST OF SERVICES

		Prime Consultant					Sub Consultant				Expenses	Total Costs
		Landscape Architecture					Architectural Illustrator					
		Principal Landscape Architect	Landscape Architect	Landscape Designer	Hours	DLA Labor	Principal	Drafter	Hours	Hopper Illustrator Labor		
	Hourly Rate	\$150	\$120	\$90			\$100	\$85				
Task '1'	Project Kick-Off											
a.	Information Gathering	6	6	6	18	\$ 2,160	0	0	0	\$ -	\$ -	\$ 2,160
b.	Kick off Meeting/Site Visit	8	8	8	24	\$ 2,880	8	0	8	\$ 800	\$ 500	\$ 3,680
c.	Public Involvement Process	12	18	18	48	\$ 5,580	0	0	0	\$ -	\$ -	\$ 5,580
d.	Refine project scope & schedule	4	4	6	14	\$ 1,620	2	0	2	\$ 200	\$ -	\$ 1,820
e.	Prepare Deliverables	8	16	16	40	\$ 4,560	5	0	5	\$ 500	\$ -	\$ 5,060
	Task '1' Subtotal	38	52	54	144	\$ 16,800	15	0	15	\$ 1,500	\$ 500	\$ 18,300
Task '2'	Community Outreach & Engagement											
a.	Agency Meeting	8	8	0	16	\$ 2,160	8	0	8	\$ 800	\$ 300	\$ 2,960
b.	Initial outreach (Survey)	0	4	8	12	\$ 1,200	4	0	4	\$ 400	\$ -	\$ 1,600
c.	Prepare Design Options	16	24	24	64	\$ 7,440	12	12	24	\$ 2,220	\$ -	\$ 9,660
d.	Community Meeting #1	8	8	12	28	\$ 3,240	0	0	0	\$ -	\$ 500	\$ 3,240
e.	Public Arts Committee Meeting	6	6	6	18	\$ 2,160	8	0	8	\$ 800	\$ 300	\$ 2,960
g.	Prepare Preferred Design Option	12	12	16	40	\$ 4,680	5	3	8	\$ 755	\$ -	\$ 5,435
h.	Open House	8	8	8	24	\$ 2,880	0	0	0	\$ -	\$ 500	\$ 2,880
g.	Prepare Deliverables	10	12	12	34	\$ 4,020	0	2	2	\$ 170	\$ 50	\$ 4,190
	Task '2" Subtotal	68	82	86	236	\$ 27,780	37	17	54	\$ 5,145	\$ 1,650	\$ 32,925
Task '3'	Draft Placemaking Design Concepts											
a.	Prepare draft landscape designs (up to 3)	30	24	30	84	\$ 10,080	0	0	0	\$ -	\$ -	\$ 10,080
b.	Identify locations for gateways & public art locations	4	6	6	16	\$ 1,860	3	0	3	\$ 300	\$ -	\$ 2,160
c.	Wayfinding and Signage Evaluation	4	4	4	12	\$ 1,440	6	0	6	\$ 600	\$ -	\$ 2,040
d.	Prepare Deliverables	4	8	8	20	\$ 2,280	8	0	8	\$ 800	\$ -	\$ 3,080
	Task '3" Subtotal	42	42	48	132	\$ 15,660	91	34	17	\$ 1,700	\$ -	\$ 17,360
Task '4'	Detailed Cost Estimate and Phasing											
a.	Identify Priority Projects & Phasing Schedule	6	4	4	14	\$ 1,740	0	0	0	\$ -	\$ -	\$ 1,740
b.	Prepare a detailed cost estimate	4	8	4	16	\$ 1,920	0	0	0	\$ -	\$ -	\$ 1,920
c.	Prepare Deliverables	2	8	6	16	\$ 1,800	0	0	0	\$ -	\$ -	\$ 1,800
	Task '4" Subtotal	12	20	14	46	\$ 5,460	0	0	0	\$ -	\$ -	\$ 5,460
Task '5'	Finalize Conceptual Design & Planning Level Cost Estimates											
a.	Prepare Draft Placemaking Package	8	16	30	54	\$ 5,820	4	6	10	\$ 910	\$ -	\$ 6,730
b.	Prepare Construction Drawing & Specifications	40	50	60	150	\$ 17,400	0	0	0	\$ -	\$ -	\$ 17,400
c.	Agency Meeting (Present Draft Placemaking Plan)	8	8	8	24	\$ 2,880	0	0	0	\$ -	\$ 300	\$ 2,880
d.	Final edits	8	20	20	48	\$ 5,400	2	2	4	\$ 370	\$ -	\$ 5,770
e.	Prepare Deliverables	4	12	12	28	\$ 3,120	0	0	0	\$ -	\$ 105	\$ 3,120
	Task '5" Subtotal	68	106	130	304	\$ 34,620	6	8	14	\$ 1,280	\$ 405	\$ 35,900
	TOTAL - ALL PHASES	148	200	232	580	\$100,320	112	42	46	\$ 9,625	\$ 2,555	\$ 112,500

6 SIMILAR PROJECT EXPERIENCE



OR126/US101: Spruce Street to Siuslaw River Bridge

FLORENCE, OREGON

Client Contact: Megan Messmer
Assistant City Manager

Phone Number: 541.525.5839,

Email: megan.messmer@ci.florence.or.us

Address: 250 Highway 101, Florence, OR 97439

Highlighted Components

Landscape Design, Signage and Gateway Design and Placement, Pedestrian Amenities, Street Art Placement, Public Input Process

Description

DLA worked with the City of Florence and The Florence Urban Renewal Agency (FURA) to transform the district that extends from the Siuslaw Bridge on Highway 101 to Spruce Street on Highway 126.

Design work resulted in narrowing the existing 100 ft wide corridor to create enhanced pedestrian amenities such as wider sidewalks, bike lanes, bulb-outs, lighting, street furnishings, and public plazas with art to create a welcoming place to gather and rest. These improvements aim to reflect the culture and natural systems and history of Florence, while providing a safe and inviting pedestrian environment that attracts travelers and residents into downtown Florence.



6 SIMILAR PROJECT EXPERIENCE

PUBLIC INPUT PROCESS

Over a one-year period, our team embarked on a design visioning process, engaging in meetings with private landowners and the general community of Florence. This collaborative effort sought to gather insights and perspectives from various stakeholders. Through multiple open houses and public input meetings, we aimed to ensure that the design concept garnered consensus among the diverse voices contributing to the planning process.

During these meetings, DLA actively facilitated discussions to capture the ideas and concerns of the community. These exchanges were vital in shaping a holistic vision that took into account all voices within the community.

The iterative nature of the design visioning process allowed for continuous refinement and adjustment based on the feedback received during the open house and public input meetings. This dynamic and interactive approach aimed to ensure that the final vision not only reflected the expertise of the design team but also resonated with the lived experiences and perspectives of the community.

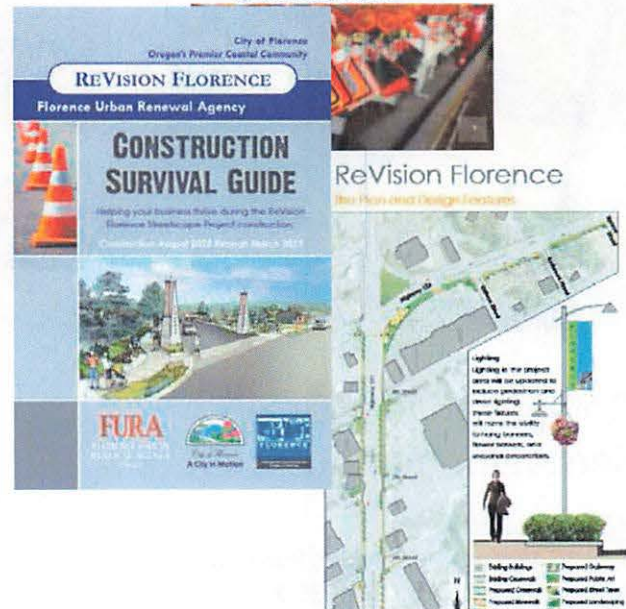
Communication Plan

Communication Plan

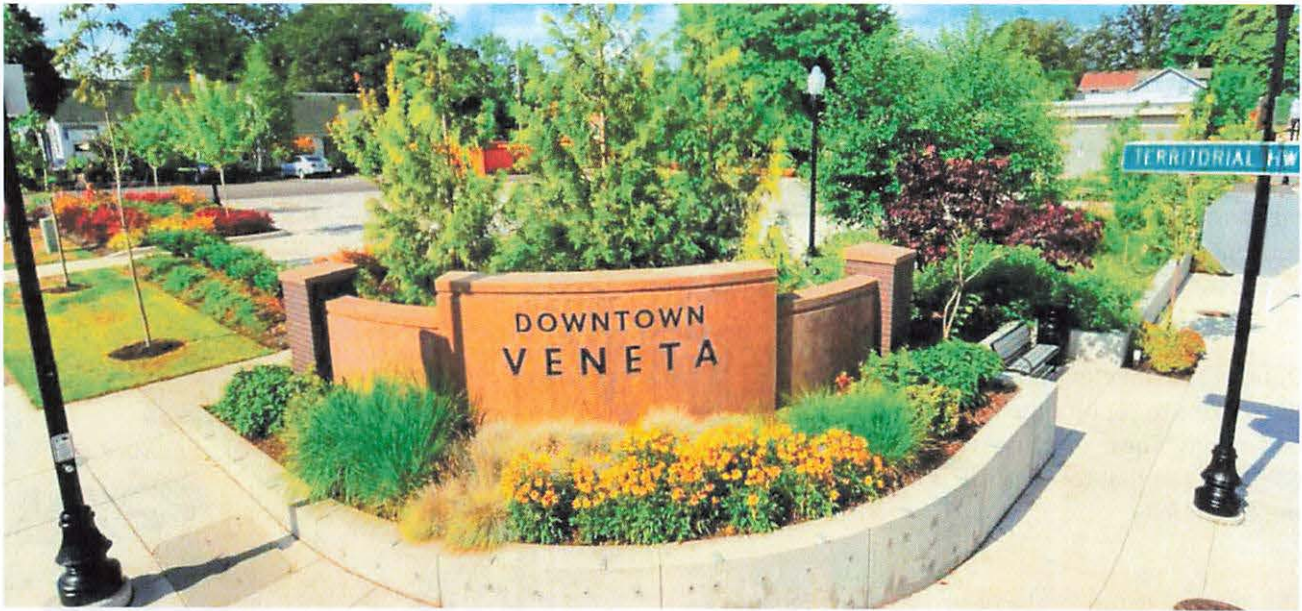
As the City of Florence embarks on its comprehensive planning process, it is essential to ensure that the community is well-informed and engaged. This Communication Plan outlines the strategies and methods used to facilitate public input and ensure transparency throughout the process.

The City of Florence will utilize the following methods to ensure community engagement:

- **Public Open House:** A series of public open houses will be held throughout the planning process to allow community members to provide input and feedback.
- **Public Meetings:** Regular public meetings will be held to discuss the progress of the planning process and address community concerns.
- **City of Florence Website:** The City of Florence website will be updated with information about the planning process, including meeting dates, agendas, and public input opportunities.
- **City of Florence Social Media:** The City of Florence will utilize social media platforms to reach a wider audience and encourage community participation.
- **Neighborhood Association Meetings:** The City of Florence will participate in neighborhood association meetings to engage with local residents and gather their input.
- **Public Surveys:** Public surveys will be distributed to gather feedback from a broad cross-section of the community.
- **Public Meetings & Open House:** The City of Florence will hold public meetings and open houses to allow community members to provide input and feedback.



6 SIMILAR PROJECT EXPERIENCE



Downtown Broadway Redevelopment

VENETA, OREGON

Client Contact: Kyle Schauer, Public Works Director

Contact Information: 541.935.2191

Email: kschauer@ci.veneta.or.us

Address: 88184 8th Street, Veneta, OR

Highlighted Components

Landscape Design, Gateway Placement and Design, Pedestrian Amenities.

Description: DLA and the Oregon Downtown Development Association (ODDA) worked with the City of Veneta to develop a long term vision for downtown Veneta.

Veneta's main street, Broadway Avenue, runs parallel to the busy coast highway, OR 126, and perpendicular to another state highway, OR 200. Motorists passed through town without being aware of the downtown's existence. We provided a master plan for gateways, opportunity areas, streetscape and transportation improvements.

The new downtown Broadway district creates a street grid with sites for infill development and downtown. Streetscape amenities, such as landscaping and a gateway sign, create a welcoming and comfortable pedestrian environment.



6 SIMILAR PROJECT EXPERIENCE



NW 1st Avenue Revitalization

CANBY, OREGON

Client Contact: Renate Mengelberg

Former Community Development Director

Phone Number: 541.525.5839

Email: renatemengelberg@yahoo.com

Address: 222 NE 2nd Ave | PO Box 930, Canby OR 97013

Highlighted Components

Landscape Design, Signage and Gateway Design and Placement, Pedestrian Amenities, Street Art Placement, Public Input Process

Description: DLA was contracted by the Canby Urban Renewal District as the lead design firm for this four block main street corridor master plan in Canby, Oregon. This revitalization project included a historic depot and parking lots that serve as flexible spaces to be used for art, markets and events.

DLA worked with civic leaders, citizens and other design professionals to produce a consensus on streetscape redesign, civic spaces and infill opportunities. This has spurred reinvestment and stimulated economic development in the city's downtown.



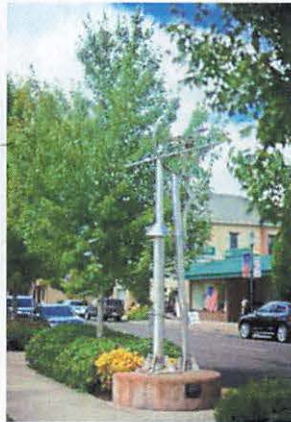
6 SIMILAR PROJECT EXPERIENCE: PUBLIC ART

NW 1st Avenue Revitalization

CANBY, OREGON

Locating Public Art

Working with LRS Architects, DLA designed a streetscape that reflects the vibrant nursery industry of this small city. As a part of this effort, DLA identified locations for art plinths throughout the revitalization project for residents and visitors to the area, showcasing the talent of local sculptors.

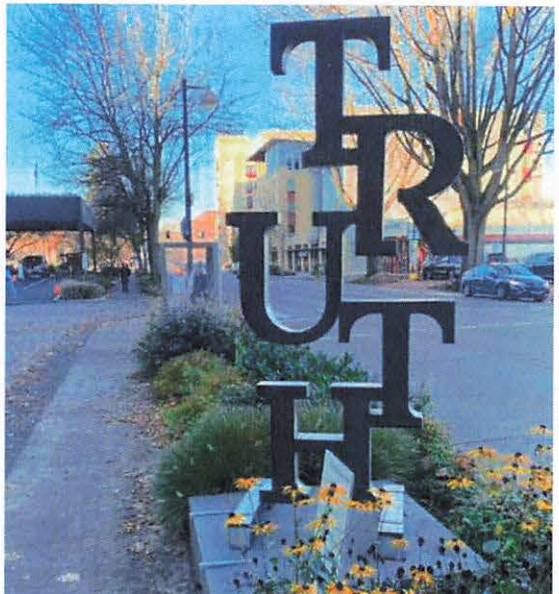


Willamette Crossing

EUGENE, OREGON

Locating Public Art

The vision for this project in the heart of Eugene was to implement a placemaking strategy to energize social interactions and create an “Inviting” recognizable outdoor space. Working with Mike Hopper and sculptor Jill Holt, our team delivered a vision for this space to connect the urban fabric and create a link between downtown and the new waterfront park.



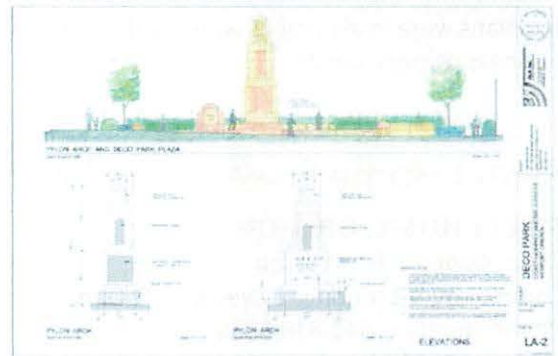
6 SIMILAR PROJECT EXPERIENCE: GATEWAYS & WAYFINDING

DLA Gateway Design Examples

FLORENCE | NEWPORT | SWEET HOME

Gateway Locating and Design

The location and creation of gateways is one of the defining elements in many of our placemaking projects. Gateways clearly define a point of entry into a district or downtown. DLA has worked on several gateways from the visioning process through construction.



DLA Signage Design Examples

COTTAGE GROVE | FLORENCE | EUGENE

Wayfinding and Interpretive Sign Design

Wayfinding and signage are important not only to visitors but also to residents. They unify the district and create clear multimodal routes for all users. The incorporation of interpretive signage allows visitors to better understand the historical, natural and current uses of the site.



6 SIMILAR PROJECT EXPERIENCE: PUBLIC INPUT PROCESS

Bandon Streetscape | Current

BANDON, OREGON

Client Contact: Dana Nichols, Planning Manager

Phone Number: 541.347.7922

Address: PO Box 67 Bandon, OR 97411

As part of the current Bandon Streetscape and Parking Plan development, DLA worked with the Urban Renewal Agency of the City to conduct a public meeting to present initial design concepts.

From this meeting, DLA incorporated community feedback into the next design iteration, assuring that the plans were in alignment with local citizens' and business owners' needs.



Sweet Home Streetscape | 2021

SWEET HOME, OREGON

Client Contact: Blair Larsen

Community & Economic Development Director

Phone Number: 541.818.8036

Address: 3225 Main Street, Sweet Home OR 97386

Completed in 2021, The Sweet Home Streetscape and Parking Plan development included two public input meetings. In the first meeting, the DLA led design team solicited feedback on initial design concepts from City staff, property owners, stakeholders and other interested parties to gain a better understanding of the concerns that would need to be addressed during the process.

During the second meeting, the Preferred Design and Plan Package was presented to stakeholders to galvanize community buy in and support as the project moved forward.



Philomath Streetscape | 2021

PHILOMATH, OREGON

Client Contact: Chris Workman, City Manager

Phone Number: 541.929.6148

Address: 980 Applegate Street, Philomath, OR 97370

DLA worked with the City of Philomath to lead a public input process through the pandemic. This consisted of four public meetings held online, as well as meetings with the design committee, the city and the maintenance department.

Streetscape Design Review Committee 6/23/2021



6 SIMILAR PROJECT EXPERIENCE: PUBLIC INPUT PROCESS

Bolton Hills Sports Complex | 2023

VENETA, OREGON

Client Contact: Kyle Schauwer, Public Works Director

Phone Number: 541.935.2191

Address: 88184 8th Street, Veneta, OR

DLA assisted the City of Veneta with a master plan update for the Bolton Hills Sports Complex. This project included an extensive public input process, evaluating design alternatives, preparing a report and presenting findings to the City Council for final adoption.



Sisters Conceptual Park | Current

SISTERS, OREGON

Client Contact: Jennifer Holland, Executive Director for Sisters Parks and Recreation District

Phone Number: 541.549.8529

Address: PO Box 2215, Sisters, OR 97759

DLA is currently working with the Sisters Parks and Recreation Special District to conduct multiple public input meetings and collect comments through an online survey.

The DLA team understands that due to limited public recreational facilities in town, feedback from the citizens is a crucial element in creating a park with amenities that best serve the Sisters community.



Boones Ferry Crossing Park | 2023

WOODBURN, OREGON

Client Contact: Jesse Cuomo, Community Services Director

Phone Number: 503.982.5266

Address: 270 Montgomery Street, Woodburn, OR 97071

This conceptual planning process included two public meetings to gather feedback, from both residents and stakeholders. In addition, the DLA team met with the city and the maintenance group to discuss their goals and budgetary considerations for both construction and long-term maintenance of the project.

The final report included a summary of the public input process and a presentation to the Woodburn Parks and Recreation Board.



WHY DLA

This Proposal illustrates the many reasons why the Dougherty Landscape Architects (DLA) Design Team is an excellent fit for the South Beach Placemaking Project. DLA demonstrates an in-depth understanding of the City of Newport Urban Renewal Agency's vision and goals, knowledge from our established design presence in the South Beach area, and a strong track record of stakeholder collaboration and community engagement.

DLA brings a wealth of local experience to the table, having contributed to notable projects in Newport and South Beach. Our work on the landscape designs for the Hatfield Marine Science Center, Oregon Coast Community College, NOAA Facility, and the proposed Toyota dealership showcases our familiarity with the specific challenges posed by this region of the Oregon Coast, making us a reliable choice for this project in South Beach.

The DLA Team is deeply committed to collaboration throughout the design process, evident in our eagerness to understand the unique community and stakeholder perspectives for each project we do. This collaborative approach reflects our belief in incorporating diverse perspectives for a more inclusive and community-driven design process. Our team has a proven history of facilitating successful community engagement that lead to outcomes that contribute positively to the social and economic fabric of the areas we work in.

In essence, DLA's suitability for the Newport Project lies in our nuanced understanding of the project's intricacies, our experience in the region, and our firm commitment to a collaborative and community-focused design process.

Our goal is to deliver constructable enhancements and amenities that highlight South Beach's unique geographic, cultural, and historic context. We look forward to working with the Newport URA and the community to prepare a design for South Beach that will serve residents, stakeholders, and visitors alike.



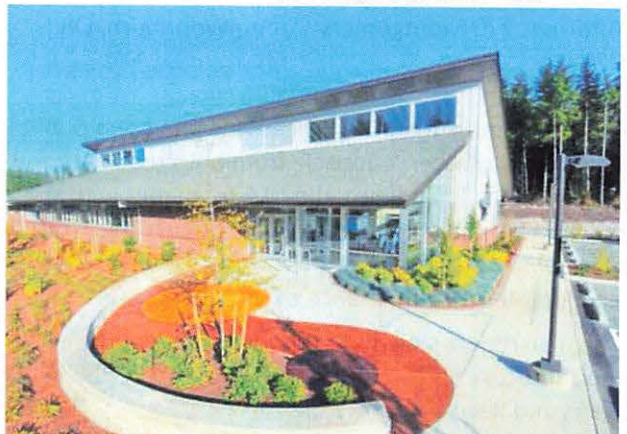
NOAA Marine Operation Center Pacific, Newport OR



Oregon Coast Community College, Newport OR



Hatfield Marine Science Center, Newport OR



Aquarium Science (OCCU), Newport OR



THANK YOU!

EXHIBIT B
Oregon Public Contracting Requirements
ORS CHAPTERS 279B AND 279C REQUIREMENTS

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1); 279C.505(1)(a)
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2); 279C.505(1)(b)
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3); 279C.505(1)(c)
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. ORS 279B.220(4); 279C.505(1)(d)
- (5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid. ORS 279C.515
- (6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1); 279C.530(1)
- (7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2); 279C.530(2)
- (8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq). ORS 279B.235(3); 279C.520(3)

- (9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2); 279C.520(2)
- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430
- (11) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Contractor certifies that it has not discriminated against minorities, women, service-disabled veterans, or emerging small business or disadvantaged business enterprises in obtaining any required subcontractors. ORS 279A.110
- (14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120
- (15) If the contract price exceeds \$50,000 and this contract is not otherwise exempt, workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840. The applicable prevailing rate of wage may be accessed online at: <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>. ORS 279C.830
- (16) If the project is subject to both the Davis-Bacon Act and state prevailing rate of wage, Contractor and every subcontractor shall pay workers not less than the higher of the applicable state or federal prevailing rate of wage. ORS 279C.830
- (17) Contractor and every subcontractor must have a public works bond filed with the Oregon Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9). ORS 279C.830

EXHIBIT C
REQUEST FOR PROPOSALS

CITY OF NEWPORT
169 SW COAST HWY
NEWPORT, OREGON 97365

COAST GUARD CITY, USA



phone: 541.574.5868
fax: 541.574.0644
<http://newportoregon.gov>

mombetsu, japan, sister city

**NEWPORT URBAN RENEWAL AGENCY
CITY OF NEWPORT, OREGON**

REQUEST FOR PROPOSALS

for

**CONSULTING SERVICES TO
ENHANCE SOUTH BEACH PLACEMAKING
THROUGH IMPROVEMENTS TO LANDSCAPING,
PUBLIC ART, AND GATEWAYS**

PROPOSALS DUE: December 1, 2023 by 5:00 pm

SUBMIT PROPOSAL TO:

**Anna L. Iaukea
Urban Renewal Project Manager
City of Newport
169 SW Coast Highway
Newport, Oregon 97365**

NEWPORT URBAN RENEWAL AGENCY, NEWPORT, OREGON

Newport Urban Renewal Agency South Beach Placemaking Services RFP



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Request for Proposals

Consulting Services to Enhance South Beach Placemaking Through Improvements to Landscaping, Public Art, and Gateways

1. INTRODUCTION

The Newport Urban Renewal Agency (hereinafter referred to as the Agency) is seeking proposals from qualified individuals, firms, and teams (hereinafter referred to as Consultant), with demonstrated experience in landscape design, gateway design, wayfinding signage and public art development, and preparation of community engagement plans in accordance with the City of Newport's (hereinafter referred to as the City) South Beach / US 101 Refinement Plan.

2. PROJECT OBJECTIVES

The purpose of this project is to enhance South Beach's sense of place by investing in landscaping, improving wayfinding, and adding amenities including public art.

Since the establishment of an urban renewal district in Newport's South Beach area in 1983, the Agency has made progress in achieving its objectives but acknowledges that the South Beach area still faces key transportation, redevelopment, and placemaking barriers.

The Agency's goal as part of this process is to promote a sense of place for residents and visitors that reflects the South Beach identity. This area features the Oregon Coast Aquarium, the Hatfield Marine Science Center, OMSI's Camp Gray, the Port of Newport's South Beach Marina and RV Park, Oregon Coast Community College, and the Newport Municipal Airport. In addition, residents of the Wilder community, a South Beach neighborhood designed to be a sustainable walkable neighborhood, will contribute to and benefit from South Beach services and amenities.

The Agency desires to complete a detailed plan to achieve the project objectives that will be used for final design and construction bidding purposes. A draft scope of work has been developed to achieve that objective.

3. DRAFT SCOPE OF WORK

This draft scope of work represents the Agency's best estimate of the steps needed to accomplish the objectives for this project. The Agency is open to alternative approaches that may deviate from this scope to better meet project objectives.

Task 1: Project Kick-Off

Timeline: January 2024

The purpose of the project kick-off is for Consultant to become familiar with the project area, local conditions, and with the City's and Agency's planning documents including the South Beach / US 101 Refinement Plan, for the parties to confirm the objectives of the project and refine the project schedule, and for the Agency to prepare for the Project. Consultant will contact City staff to arrange a date for a site visit, where they will meet with a group of City staff, Public Arts Committee members, and community stakeholders to tour the project area to familiarize themselves with the identified and potential sites for improvements; and wrap up the trip by meeting with City staff to confirm project expectations and data needs. Consultant will take information gleaned from this initial meeting to refine the project scope of work and develop a

proposed schedule outlining actions required for the completion of all tasks. City staff will provide Consultant with relevant background documents and GIS data. This can be done in advance of, or after the kick-off meeting, depending upon Consultant's preference.

Task 1 Consultant Deliverables:

- Site reconnaissance meeting notes summarizing results of the group discussion, field work, and photographs for reference and future work product
- Refined scope of work and project schedule

Task 1 City Deliverables:

- Background documents, including informational materials and relevant sections of the South Beach Urban Renewal Plan, the South Beach / US 101 Refinement Plan, and Municipal Code
- Geospatial data layers in shapefile or equivalent format including, Urban Renewal Area (URA), tax lots, city limits, zoning, aerial imagery, building footprints, utilities, streets, terrain, hazard areas, wetlands, shoreland resources, natural areas, and the SE 35th St. development site
- Construction drawings of the street pathway improvements, where available
- Attend and facilitate site visit with consultants
- Coordinate stakeholder engagement for site visit

Task 2: Community Outreach and Engagement

Timeline: April 2024 - June 2024

Consultants will vet draft design concepts with the community via an online preference survey (with a hardcopy alternative) and a community meeting, and will present refined concepts at a public open house for a final round of community feedback prior to finalizing the Placemaking Plan.

Consultant, with support from City staff, will conduct a meeting with the Agency to obtain feedback on preliminary design concepts (as part of the Agency meeting to present items in Task 3) and confirm the approach to carrying out the online preference survey, the community meeting, and public open house.

Consultant will prepare questions for the survey, presentation materials for the community meeting, and prepare summaries of survey results and community meeting outcomes. Survey results and community feedback will be reviewed by City staff and Consultant and incorporated as applicable. Refined concepts will be presented at a public open house where Consultant will solicit a final round of feedback and coordinate with City staff on plan refinements. Consultant will prepare materials for the public open house and prepare a summary of the open house outcomes. City staff will support Consultant, reviewing and providing feedback on materials, coordinating meetings, and advertising the outreach activities. City staff will also prepare minutes for the Agency meeting.

Presentation materials prepared for the community meeting will be retained by the Agency for purposes of additional community outreach.

Task 2 Consultant Deliverables:

- Presentation materials for Agency meeting to confirm approach to the online preference survey, community meeting, and public open house (One Agency meeting for Tasks 2 and 3)
- Web based and hardcopy preference surveys
- Attendance at the Agency meeting (video-conference participation is an option)
- Presentation materials and agenda for the community meeting and public open house
- Attendance at community meeting and public open house
- Summary of survey results and meeting outcomes

Task 2 City Deliverables:

- List of existing groups and organizations for engagement
- Community meeting and public open house advertisements and notices
- Agency meeting minutes
- Coordinate location and provide staff support for community meeting and public open house

Task 3: Draft Placemaking Design Concepts

Timeline: January 2024 - April 2024

Consultant will prepare a draft set of graphic placemaking design concepts to include the following components:

- Determine design of landscaping along multi-use paths, including opportunities for removal of invasive species in public rights-of-way and hardscape options.
- Determine the ideal location for the northern and southern gateways, the type of gateway feature, and other programmatic elements
- Identify potential locations for public art installations, and establish parameters for the Public Arts Committee to commission pieces at those locations.
- Evaluate current wayfinding signage and design wayfinding schema to address any gaps in the existing sign program.
- Identify key starting points for the pathway system for visitors which would include amenities like seating areas, drinking water, and bathrooms. Key locations are identified in Exhibit 14 of the South Beach / US 101 Refinement Plan and could include the SW 26th/Marine Science Drive, Ferry Slip/35th Street, the Hatfield Visitors Center, and the Aquarium Overflow Lot

These components are to be designed as a cohesive pallet of amenities to enhance the identity and sense of place in South Beach and improve the overall navigability in the area.

Consultant, with support from City staff, will conduct a meeting with the Agency to solicit feedback on the draft placemaking design concepts, and to discuss and confirm desired outcomes of the community engagement process. This meeting will take place ahead of the online preference survey and community meeting to provide for incorporation of Agency comments prior to presenting draft design concepts to the community.

Task 3a: Landscaping Design

Consultant will prepare draft landscaping designs (up to three concepts) consistent with the South Beach / US 101 Refinement Plan. Designs will present a coherent, complete, and

uniformly branded path and trail network, providing additional ways for people to travel around South Beach. The selected landscaping design will be used to prepare bid documents for project construction.

The landscaping design plan will include:

- Detailed landscaping designs (up to three concepts)
- Identification of opportunities for hardscaping or other low maintenance landscaping design elements
- Identification of opportunities for removal of invasive species in public rights-of-way
- Identification of sites along the multi-use trail for amenities such as seating areas, drinking water stations, educational signage and other wayfinding elements, and public art.
- Analysis of cost implications for the City for ongoing maintenance

City staff and the Agency will review and provide Consultant feedback on the draft landscaping designs.

Task 3a Consultant Deliverables:

- Draft landscaping designs for review by City staff and presentation to the Agency (electronic copy and three hard copies)
- Attendance at the Agency meeting (video-conference participation is an option). There will be one Agency meeting to present Tasks 2 and 3.
- Presentation materials to illustrate landscaping design options for the online preference survey, community meeting, and public open house

Task 3a City Deliverables:

- Agency meeting coordination, agenda preparation, minutes, and staff support
- Consolidated comments from the Agency on draft landscaping designs

Task 3b. Gateway and Public Art Design Guidelines

Gateways are elements in the built environment that indicate entrance into a distinct and different area, giving a sense of arrival and interconnectedness to the area as a whole. Northern and southern gateway sites have been identified in the Opportunities and Constraints Report.

For the Northern gateway, two potential locations have been identified: One near the exit ramp from US 101 onto Abalone Street and the other on the north side of Safe Haven Hill right after the Yaquina Bay Bridge on the east side of US 101. This gateway could include wayfinding signage that clearly directs visitors to key South Beach destinations after they exit the Yaquina Bay Bridge. The southern gateway will be established south of 35th Street in the space created by the closure of the connection from US 101 to Ferry Slip Road. Additional property may be acquired to accommodate development and gateway features. This will improve the arrival experience into South Beach and help businesses and other destinations off of US 101 that currently have limited visibility.

Public art elements will help enhance placemaking and incorporate the culture and identity of the area and make the multi-use paths iconic landmarks. Consultant will identify potential locations for public art installations and work with the Agency and Public Arts Committee to confirm priority areas to focus on first, such as the 35th St development site and along the multi-use path.

Consultant will prepare draft gateway and public art design guidelines consistent with the South Beach / US 101 Refinement Plan. The design guidelines will include elements representative of the South Beach area, with the purpose of creating a unique identity tied into the landscape and existing assets in the area. Water-based themes related to the existing uses in the area as well as themes relating to the history of the area were the most popular among survey respondents during the public outreach process for the Refinement Plan. The gateway and public art design guidelines will be used to solicit detailed designs for fabrication and installation.

The gateway and public art design guidelines will include:

- Identification of ideal locations for the northern and southern gateway projects within areas identified in the Opportunities and Constraints Report, and their compatibility with other placemaking and mobility/safety projects
- Type of gateway feature and other programmatic elements of the site (three options), including the project envelope
- Public art design options (up to three concepts)
- Order of magnitude cost implications for each option to include ongoing maintenance costs

City staff, the Agency, and the Public Arts Committee will review and provide Consultant feedback on the gateway and public art design options.

Task 3b Consultant Deliverables:

- Draft gateway and public art design options (up to three concepts) for review by City staff, the Public Arts Committee, and the Agency
- Attendance at a Public Arts Committee meeting (video-conference participation is an option) to get preliminary feedback on conceptual designs and to confirm priority areas.
- Attendance at the Agency meeting (video-conference participation is an option). There will be one Agency meeting to present Tasks 2 and 3.
- Presentation materials for the online preference survey, community meeting, and public open house to illustrate gateway and public art design options

Task 3b City Deliverables:

- Public Arts Committee meeting coordination
- Public Arts Committee meeting minutes
- Agency meeting coordination, agenda preparation, minutes, and staff support
- Consolidated comments on draft gateway and public art design options

Task 3c: Wayfinding Signage Evaluation

Along US 101, there is a lack of wayfinding and welcoming signage to make it appealing to visitors. Wayfinding signage consolidation and improvements will create cohesive navigational assistance and lead people to key destinations. Along multi-use trails, wayfinding elements could be used to serve as connectors between the different areas in South Beach. Educational signage along the multi-use path could provide wayfinding opportunities, reinforce the identity of the area, and encourage visitors to further explore the area.

Consultant will evaluate the current wayfinding signage and determine shortfalls. If it is determined that the existing wayfinding system is incomplete, Consultant will provide recommendations for additional signage, consistent with the South Beach / US 101 Refinement

Plan, Title X of the Newport Municipal Code, and the City of Newport Visitor Wayfinding guidelines. The draft wayfinding signage evaluation and recommendations will be developed based on discussions with City staff and the Agency.

City staff and the Agency will review and provide Consultant feedback on the draft wayfinding signage evaluation.

Task 3c Consultant Deliverables:

- Draft wayfinding signage evaluation and recommendations
- Attendance at the Agency meeting (video-conference participation is an option). There will be one Agency meeting to present Tasks 2 and 3.
- Presentation materials for the on-line preference survey, community meeting, and public open house to illustrate wayfinding signage recommendations.

Task 3c City Deliverables:

- Agency meeting coordination, agenda preparation, minutes, and staff support
- Consolidated comments on draft wayfinding signage evaluation

Task 4 Detailed Cost Estimate and Phasing

Timeline: March 2024 - June 2024

Consultant will prepare a detailed cost estimate of the final design concepts from Task 3, identify priority projects, and provide a phasing schedule for the improvements.

City staff will schedule and provide notice and an agenda for one Agency meeting to review the draft cost estimate and phasing plan. Consultant will coordinate with City staff on meeting arrangements and facilitate the meeting.

Task 4 Consultant Deliverables:

- Draft cost estimate and phasing plan
- Presentation materials to explain project prioritization and phasing to the Agency

Task 4 City Deliverable:

- Agency meeting coordination, agenda preparation, minutes, and staff support

Task 5: Draft and Final Placemaking Plan

Timeline: February 2024 - September 2024

Consultant will prepare a draft Placemaking Plan to include a summary of community involvement and feedback, the designs and guidelines defined in Task 3, and the detailed cost estimate and phasing plan defined in Task 4. The draft Placemaking Plan will be distributed to City staff, the Agency and the Public Arts Committee for a single round of comments.

City staff will conduct a meeting with the Agency to solicit feedback on the draft placemaking plan.

Consultant will revise the Placemaking Plan in response to feedback received and will produce a final Placemaking Plan. Any comments that could not be addressed or incorporated into the final Placemaking Plan will be provided in writing to the Agency with an explanation as to why they could not be addressed.

The landscaping design plan shall be formatted in a manner suitable for use in the bidding process for construction and will include full size plans and specifications.

Task 5 Consultant Deliverables:

- Draft Placemaking Plan (electronic copy and three hard copies)
- Attendance at the Agency meeting to present Draft Placemaking Plan (video-conference participation is an option)
- Final Placemaking Plan (electronic copy and three hard copies). This shall include bid ready documents for the landscaping design component

Task 5 City Deliverable:

- Agency meeting coordination, agenda preparation, minutes, and staff support
- Consolidated comments on draft Placemaking Plan

4. PROJECT SCHEDULE

Tasks are to be completed no later than September 30, 2024 to provide sufficient time to prepare bid documents, select contractors, and commission artists for project construction and installation.

	2024									
Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
1. Project Kickoff	★									
2. Community Outreach				*		*				
3. Draft Design Concepts			■◆							
4. Draft Cost Estimate						◆				
5. Placemaking Plan							▲◆		●	
Legend										
★ Kick-off / Site Reconnaissance ■ Public Arts Committee Meeting * Public Engagement Activities ▲ Draft Placemaking Plan ◆ Agency Meeting ● Final Placemaking Plan										

5. BUDGET AND SOURCE OF FUNDS

A total of \$125,000 has been budgeted for the Placemaking Plan. The funds draw from tax increment generated from the South Beach Urban Renewal District. There are no federal funds associated with this project. The Agency is open to adjustments in the scope of work to the extent necessary to stay within the project budget.

6. PROJECT PROPOSAL REQUIREMENTS

Proposals should be organized in the following format:

- A. **Cover Letter.** Provide a cover letter, signed by a duly constituted official legally authorized to bind the proposer to both its proposal and cost estimate. The cover letter must include the

name, address, and telephone number of the proposer submitting the proposal and the name, title, address, telephone number, and email address of the person, or persons, to contact whom are authorized to represent the proposer and to whom correspondence should be directed.

- B. Project Approach and Understanding. Provide a detailed description of the Consultant's proposed approach demonstrating how the Agency's objectives will be accomplished as outlined in the above draft Scope of Work. Clearly describe and explain the reason for any proposed modifications to the methods, tasks and products identified in the draft Scope of Work outlined in Section 3 of this RFP.
- C. Project Organization and Team Qualifications. Identification of all services to be provided by the principal firm and those proposed to be provided by subcontractors and information regarding the firm(s) assigned to the project including size of firm(s) and overall capabilities of each as considered relevant to this project. Provide information regarding all personnel assigned as team members to this project including names, prior experience, position, role and level of responsibility in the project. The Agency reserves the right to reject any proposed firm or team member or to request their reassignment. The project manager shall be identified by name and shall not be changed without written approval by the Agency. The principal consulting firm must assume responsibility for any sub-consultant work and shall be responsible for the day-to-day management and direction of the project.
- D. Project Timeline. Proposed timeline for accomplishing the project, including critical paths and milestones, and specific consulting staff by task based on the draft Scope of Work.
- E. Project Coordination and Monitoring. Describe the process for ensuring effective communication between the Consultant, Stakeholders, and the Agency, and for monitoring progress to ensure compliance with approved timeline, budget, staffing and deliverables.
- F. Proposed Cost of Services. Provide a budget summary broken down by task, time, personnel, and hourly rate, number of hours and cost for each team member including those employed by subcontractors. Fee information should be formatted to correspond to tasks identified in this RFP; however, this format may be modified to suit the consultant's approach to this project. The summary shall include a budget for reimbursable expenses. The final cost of consulting services may be based on a negotiated detailed scope of work. The budget summary shall also include all required materials and other direct costs, administrative support, overhead and profit that will apply.
- G. Similar Project Experience. Specific examples of comparable work which best demonstrate the qualifications and ability of the team to accomplish the overall goals of the project under financial and time constraints. Provide names, addresses and telephone numbers of clients associated with each of these projects. Through submission of a proposal, all respondents specifically agree to and release the Agency to solicit, secure and confirm information provided.

7. SELECTION OF PROPOSALS

Proposals will be evaluated based on the following criteria:

Thoroughness, quality and conciseness of submittal.	20 pts.
Project understanding, local knowledge, and approach for accomplishing the Agency's objectives.	20 pts.
Qualifications of the project manager and project team, and proven ability to successfully complete projects of similar scope.	20 pts.
Experience working with the public process.	10 pts.
Proposed cost of services and reasonableness and appropriateness as compared to all other proposals.	15 pts.
References from past and present clients.	15 pts.
Total	100 pts.

8. PROPOSAL SUBMITTAL INFORMATION

The Agency will make every effort to ensure that all proposers are treated fairly and equally throughout the entire advertisement, review and selection process. The information provided herein is intended to give all parties reasonable access to the same basic information.

Parties interested in submitting a proposal should contact Anna Iaukea, Urban Renewal Project Manager, at a.iaukea@newportoregon.gov, to indicate their interest in submitting a proposal and specify the manner to receive any amendments to the RFP.

Any amendments to this RFP will be in writing and will be issued to all persons or businesses that have indicated an interest to receive RFP amendments. No proposal will be considered if it is not responsive to any issued amendments.

Proposals may be submitted electronically via the email address listed above, or in hard copy form to the attention of the Urban Renewal Project Manager at Newport City Hall (169 SW Coast Highway, Newport, Oregon 97365).

9. SCHEDULE

October 20, 2023: Request for proposals released

November 3, 2023: Deadline for questions

November 10, 2023: Deadline for Agency to issue addenda (this will include a summarized list of questions and answers)

December 1, 2023: Proposals due by 5pm PST

10. PUBLIC RECORDS DISCLOSURE

Information provided to the Agency will become property of the Agency and will be subject to public inspection after completion of the evaluation in accordance with Oregon Public Records Law, ORS 192.311 et seq. If an entity responding to this RFP believes that a specific portion of its response constitutes a "trade secret" under Oregon Public Records Law (ORS 192.345(2)) and is therefore exempt from public disclosure, the entity must clearly identify that specific information as a "trade secret." Identification of information as a "trade secret" does not necessarily mean that the information will be exempt from disclosure. The Agency will make that determination based upon the nature of the information and the requirements of Oregon Public Records Law.

11. GENERAL AGENCY RESERVATIONS

Agency reserves the right to extend the submission deadline should this be in its best interest. Proposers have the right to revise their proposals in the event that the deadline is extended. Additionally, Agency has the right to withdraw this RFP at any time, and will notify proposers that the solicitation has been canceled. The Agency makes no representation that any contract will be awarded to any proposer responding to the RFP. The Agency reserves the right to reject any or all proposals. If in the Agency's judgment, an inadequate number of proposals are received or the proposals received are deemed non-responsive, not qualified, or not cost effective, the Agency may, at its sole discretion, reissue the RFP, or cancel this solicitation.

12. DESIGNATED CONTACT

For questions regarding this RFP please contact Anna Iaukea, Urban Renewal Project Manager, City of Newport, at a.iaukea@newportoregon.gov.

ATTACHMENT A – SAMPLE CONTRACT

**NEWPORT URBAN RENEWAL AGENCY, OREGON
DRAFT PERSONAL SERVICES AGREEMENT**

THIS AGREEMENT is between the Newport Urban Renewal Agency, an urban renewal agency, organized and existing under ORS Chapter 457 (Agency), and [Contractor name] (Contractor). This Agreement shall be effective when signed and dated by an authorized representative of each party.

RECITALS

A. On October 23, 2023, the Agency issued a Request for Proposals (RFP) to qualified individuals, firms, or teams for consulting services to complete a detailed plan to achieve the objective of enhancing South Beach's sense of place by investing in landscaping, improving wayfinding, and adding amenities including public art.

B. Interested parties were given until 5:00 pm on December 1, 2023 to respond, and the Agency received [number of proposals received] proposals from qualified firms.

C. On December [date], 2023, proposals were reviewed and scored based upon the criteria contained in the RFP, and Contractor's proposal was found to have best met those standards.

D. The Agency has selected Contractor to provide services under its public contracting rules.

TERMS OF AGREEMENT

1. SERVICES TO BE PROVIDED

Contractor shall provide the services outlined in the proposal attached as Exhibit A to this Agreement. To the extent there are any inconsistencies or conflicts between this Agreement and the attached Exhibit A, this Agreement shall control and prevail.

2. TERM

Once signed and dated by authorized representatives of each party, this Agreement will remain in effect, unless otherwise terminated or extended, until September 30, 2024.

3. COMPENSATION

Contractor shall be compensated as described in attached Exhibit A to this Agreement.

4. ASSIGNMENT / DELEGATION

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other.

5. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor certifies that:

- A. Contractor acknowledges that Contractor is an independent contractor as defined by ORS 670.600 and not an employee of the City of Newport, shall not be entitled to benefits of any kind to which an employee of the City of Newport is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of the City of Newport for any purpose, Agency shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from Agency or third party) as a result of the finding and to the full extent of any payments that Agency is required to make (to Contractor or third party) as a result of the finding.
- B. Contractor represents that no employee of the City of Newport, or any partnership or corporation in which a City of Newport employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with this Agreement, except as specifically declared in writing.
- C. Contractor certifies that Contractor currently has a City of Newport business license or will obtain one prior to delivering services under this Agreement.
- D. Contractor is not an officer, employee, or agent of the City of Newport as those terms are used in ORS 30.265.

6. INDEMNIFICATION

Agency has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws. Acceptance of contractor's work by Agency shall not operate as a waiver or release. Contractor agrees to indemnify and defend the Agency, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this Agreement, except to the extent that the liability arises out of the negligence of the Agency or City and its employees. Contractor's indemnification shall also cover claims brought against the Agency under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

7. INSURANCE

Contractor and its subcontractors shall maintain insurance acceptable to Agency in full force and effect throughout the term of this Agreement. The insurance shall cover all activities of the contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this Agreement, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	2,000,000
Products-Completed Operations Aggregate	1,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage (Any one fire)	50,000
Medical Expense (Any one person)	5,000

B. Commercial Automobile Insurance

Contractor shall also obtain, at contractor's expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

C. Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Agreement that are either subject employers that will comply with ORS 656.017 or employers exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

D. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the Agency deems necessary shall include the Agency as an additional insured with respect to this Agreement.

E. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the Agency. Any failure to comply with this provision will not affect the insurance coverage provided to the Agency. The certificates of insurance provided to the Agency shall state that the insurer shall endeavor to provide 30 days' notice of cancellation to Agency.

F. Certificates of Insurance

As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish a Certificate of Insurance to the Agency. No contract shall be effective until the required certificates have been received and approved by the Agency. The certificate will specify and document all provisions within the Agreement. A renewal certificate will be sent to the Agency's address 10 days prior to coverage expiration.

G. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the Agency is excess and not contributory insurance with the insurance required in this section.

H. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Agreement.

The procuring of required insurance shall not be construed to limit contractor's liability under this Agreement. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

8. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices, bills and payments shall be made in writing and may be given by personal delivery or mail. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices and other information:

<u>Agency</u>	Executive Director
	City of Newport
	169 SW Coast Hwy.
	Newport, OR 97365
	Phone: 541-574-0601

Contractor: [Name]
[Title]
[Company name]
[Address]

Notices mailed to the address provided for notice in this section shall be deemed given upon deposit in United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery.

9. MERGER

This writing is intended both as a final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of this Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

10. TERMINATION WITHOUT CAUSE

At any time and without cause, Agency shall have the right in its sole discretion, to terminate this Agreement by giving notice to Contractor. If Agency terminates the Agreement pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination.

11. TERMINATION WITH CAUSE

A. Agency may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by Agency, under any of the following conditions:

1. If Agency funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified, or terminated, to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
3. If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
4. If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

5. If Agency determines that termination of this Agreement is in the best interest of the Agency.

Any such termination of this Agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- B. Agency, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

1. If Contractor fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
2. If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from Agency, fails to correct such failures within ten (10) days or such other period as Agency may authorize.
3. If Contractor fails to eliminate a conflict as described in Section 11 of this Agreement.

The rights and remedies of Agency provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If Agency terminates this Agreement under paragraph (B), Contractor shall be entitled to receive payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by Agency due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by Oregon law, reasonable attorney fees, and other costs of litigation at trial and upon appeal.

12. ACCESS TO RECORDS

Agency shall have access to books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

13. FORCE MAJEURE

Neither Agency nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of nature or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo,

unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within 10 days from the beginning of the delay, notify the other party in writing of the cause of delay and its probable extent. The notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate the cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under this Agreement.

14. NON-WAIVER

The failure of Agency to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

15. NON-DISCRIMINATION

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

16. ERRORS

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delay and without additional cost.

17. EXTRA WORK

Only the Urban Renewal Agency Executive Director may authorize additional work not described in Exhibit A. Failure of Contractor to secure written authorization for work not described in Exhibit A shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

18. ATTORNEY FEES

In any action arising under this Agreement, the prevailing party shall be entitled to such sum as the court may award as reasonable attorney fees and court costs, including attorney fees and court costs on appeal.

19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of law principles. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon, and the parties hereby consent to venue in

Lincoln County Circuit Court, Oregon, unless exclusive jurisdiction is in federal court, in which case venue shall be in federal district court for the District of Oregon.

20. COMPLIANCE WITH STATE AND FEDERAL LAWS / RULES

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers' compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279B, the provisions of which are hereby made a part of this Agreement. (See attached Exhibit B.)

21. SEVERABILITY / COUNTERPARTS

In the event any provision of this Agreement is unenforceable as a matter of law, the remaining provisions will stay in full force and effect. This Agreement may be executed in counterparts and a signed copy transmitted by facsimile or other electronic means, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement.

URBAN RENEWAL AGENCY

Spencer Nebel, Executive Director

Date

CONTRACTOR

[Name, Position, Firm]

Date

EXHIBIT A
TO PERSONAL SERVICES AGREEMENT

EXHIBIT B
TO PERSONAL SERVICES AGREEMENT

RELEVANT PROVISIONS OF ORS CHAPTER 279B

279B.220 Conditions concerning payment, contributions, liens, withholding. Every public contract shall contain a condition that the contractor shall:

1. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
2. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
3. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

279B.230 Condition concerning payment for medical care and providing workers' compensation.

1. Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
2. Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

279B.235 Condition concerning hours of labor; compliance with pay equity provisions; employee discussions of rate of pay or benefits.

1. An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
2. In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time

and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

3. (a) Except as provided in subsection (4) of this section, contracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.