

CITY OF ROCKAWAY BEACH

Community Paths Refinement - Phase I

December 15 2022

COMMUNI- TY PATH IN ROCKAWAY BEACH



Luke Shepherd
citymanager@corb.us
City Manager
City of Rockaway Beach
P.O. Box 5 | Rockaway Beach, Oregon 97136
503.374.1752

Dear Luke, and City of Rockaway Beach Council Members,

Thank you for the opportunity to help advance the design of the pedestrian, cycling, and evacuation path along US 101. This project demonstrates the city's leadership in creating infrastructure to improve resident's quality of life and meet the demands of the rapidly growing north coast. This safe, active transportation corridor will increase access to the city's attractions and amenities while reducing automobile traffic and serve as an evacuation route in case of an emergency. Perhaps most importantly it will create a safe, seperated space for students walking to and from school.

This scope of work will contribute to a design that maximizes the path's benefits to your constituents and opens the door to time constrained construction funding in 2024. Our team is committed to managing relationships with core partners on behalf of the city, and engaging residents, local business owners, and leaders to ensure that the path's design delivers on a bright vision for city for generations to come.

Sincerely,

Jon-Paul Bowles

Principal, Destination Management Advisors



Luke Shepherd
citymanager@corb.us
City Manager
City of Rockaway Beach
P.O. Box 5 | Rockaway Beach, Oregon 97136
503.374.1752

Statement of Work

The consultant will lead project management, community outreach, and stakeholder engagement for the Community Paths (CP) refinement project on behalf of the CORB and in coordination with the Oregon Department of Transportation (ODOT). The consultant will advance project design, manage relationships with agency partners, lead community engagement, and deliver a conceptual design memorandum. This work will form the basis of the final alignment and design document to be completed in the second and final phase.

ODOT is the lead implementing agency for this federally funded project. The consultant will lead communication with ODOT on behalf of the CORB. Immediate priorities are to release project funds to the CORB, schedule ODOT staff time for technical inputs and core team meetings, and confirm benchmarks for 2024 construction funding.

1. Project management framework and ongoing facilitation of core partner contributions to clarify roles and advance design.
2. Community outreach to inform residents and local leadership about the project and create a formal feedback loop to inform the path's alignment and design.
3. Stakeholder engagement to communicate, inform, and gather specific design inputs.

Scope of Work

COMMUNITY PATHS DESIGN - PHASE I

1. Project and team management

The project management framework will establish expectations for the timelines, roles, resources, and dependencies required to advance design with ODOT and other agency partners. The consultant will develop the framework based on the CP refinement program guidelines, establish and manage a core project team, and recruit additional partners across agencies for specific inputs throughout the design phase. This process expedites the project timeline by creating specific asks that maximize partners' schedules, technical expertise, and goodwill while anticipating gaps that may otherwise delay implementation.

Benchmarks & Timeline: Funds released from ODOT - Jan 31 / Project team convened - Feb 15 / Project implementation plan adopted - Feb 30 / Parking configuration rendering - April 15 / Preliminary alignment recommendation - May 15 / Refinement Memorandum delivered - June 30.

Outputs include a regularly updated project implementation plan and timeline, role definition, outreach schedule, stakeholder directory, and reporting.

2. Community engagement

Community engagement will ensure that residents and local leaders inform design that best serves multiple interests and minimizes conflict. The consultant will create an engagement plan that shares information with the public and creates a feedback loop to gather and incorporate public input into the design. A public engagement plan will identify audiences, channels, messages, and feedback mechanisms in three phases:

2.1 Provide general information about the project to the public via social media, CORB website, and public meetings as well as presentations and one on one conversations with elected officials and local leaders, school officials, students, and local business owners.

2.2 Share design elements based on technical input from the core design team and solicit high level feedback.

2.3 Target specific audiences and channel input for specific design elements such as parking, access points.

Benchmarks & Timeline : Engagement plan delivered - Feb 15 / Gatekeeper one on one's - Feb 15 / CORB project content online - Feb 30 / Public input round 1 - March 15 / Preliminary alignment - May 15 / Public input round 2 - June 15 / Refinement Memorandum delivered - June 30.

Outputs: survey instruments, synthesis of design feedback, cost benefit analysis of design elements in relation to public sentiment, content for press releases, social media, CORB website.

3. Stakeholder engagement

Stakeholder engagement provides information to entities with an interest in the project in order to enhance partnership opportunities for construction funding and support for implementation of future CORB transportation and public works priorities. The consultant shall provide progress reports with external stakeholders including Tillamook County, the Salmonberry Trail Intergovernmental Agency, Safe Routes to School advocates, community groups, and large-scale employers.

Benchmarks & Timeline : TBD pending client input

Outputs may include presentations and reports at stakeholder gatherings and planning sessions with construction funding gatekeepers.

DELIVERABLES

Design memorandum endorsed by ODOT project lead and Community Paths program manager. (2) revisions to finalize. Quarterly reports, community engagement and stakeholder collateral, content, and summary findings, (1) revision each to finalize

CITY OF ROCKAWAY BEACH

Community Paths Refinement - Phase I

FEE

December 15 2022

Project management framework, fund disbursal, roles defined	\$14,000.00
Community engagement plan	\$6,000.00
Ongoing project management, core team facilitation	\$25,000.00
Community engagement content and survey instrument development	\$6,000.00
Community engagement (phases 1-3)	\$12,000.00
Stakeholder engagement	\$5,000.00
TOTAL	\$68,000.00

target completion

Estimated Reimbursables \$1,200.00

REIMBURSABLES

Travel only. Project management software and others costs included in above table.

ADDITIONAL SCOPE

Completion of project design (phase II) July 2023-December 2023

DEPENDENCIES

Access to technical inputs from the CORB, ODOT, and other state agencies. Timely project initiation relative to CP program deadlines.

BILLING

Invoiced monthly

CLIENT

CITY OF ROCKAWAY BEACH

Luke Shepherd
City Manager
citymanager@corb.us

CONSULTANT

DMA

Jon-Paul Bowles
Principal
jonpaul@destinationmanagementadvisors.com

December 15 2022

SIGNATURE and DATE

SIGNATURE and DATE

1. **TERMS:** 'Proposal' means all pages contained within this document—with a total page count of 9, including Terms and Conditions. 'Client' means the person or entity identified in the in the Consulting Agreement Acceptance detail of this Proposal and includes the Client's Representative. 'Consultant' means, Cody Barnickel or BARNICKEL . 'Project' means Professional Services rendered to complete the Statement of Work and Scope of Services for the set Fee as outlined in this Proposal.
2. **AGREEMENT:** The Proposal and Terms and Conditions collectively constitute the agreement by which Consultant agrees to provide services to the Client for the Project, and are collectively referred to herein as the 'Agreement.' Consultant will only be providing Professional Services as described in this Proposal.
3. **STANDARD OF CARE:** Consultant shall perform the services required by this Agreement in a manner consistent with the degree of skill and care ordinarily exercised by consultants in the location of the Project that provide the same services, under similar circumstances. Consultant makes no other warranty, certification, or guarantee with respect to its services or work product.
4. **PAYMENT:** Consultant shall bill Client monthly for services provided in each task on a percent of completion basis, up to 100% of Consultant's total compensation outlined in the Proposal. Consultant's payment and invoicing terms are: a) invoices are due NET 15, b) invoices not paid within thirty (30) days of receipt shall be subject to a late payment charge of one and one half percent (1.5%) per month, c) payment to The Consultant shall not be contingent on Client's receipt of funds or payment from any third-party. The Consultant shall not be entitled to additional compensation unless there is a material increase in the Statement of Work and/or Scope of Services, and only with Client's prior written approval.
5. **CLIENT INFORMATION:** Client acknowledges that Consultant's services depend, in part, on Project specific information that may change during the course of the Project. Consultant is entitled to rely on Project information provided to it by Client. Client shall promptly notify Consultant of changes to Project information previously provided.
6. **CONFIDENTIALITY:** Consultant shall maintain the confidentiality of information specifically designated as confidential by the Client, unless withholding such information would violate the law, create risk of significant harm to the public, or prevent Consultant from establishing a claim or defense in an adjudicatory proceeding. No disclosure of designated confidential information as authorized by this paragraph shall be made without providing to the Client at least fifteen (15) days advance written notice of the intent to make such disclosure.
7. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All the documents prepared by Consultant related to the Project are 'Instruments of Service' and are solely for the exclusive use of Client. The Instruments of Service shall be considered a work made for hire under the copyright laws, and Client, not Consultant, shall own the copyright. Client hereby grants Consultant a license to use the completed Instruments of Service and any preliminary designs in marketing materials, traditional publications, digital publication on Consultant's website, and on social media platforms. Consultant using the Project name or image or other information about the Project for promotional purposes shall include attribution to Client and/or its applicable affiliate(s). Client assumes ownership, copyright and full reproduction rights on materials provided to Client pursuant to this Agreement upon final payment for completed Project.
8. **TERMINATION:** Either Client or Consultant may terminate or suspend this Agreement should the other party substantially fail to perform as required under this Agreement, but only after giving the other party ten (10) calendar days prior written notice and opportunity to cure the substantial non-performance. Within fifteen (15) calendar days of suspension or termination, Client shall pay Consultant compensation earned to the date of suspension termination.
9. **DISPUTE RESOLUTION:** Client and Consultant agree to meet and discuss all disputes. If a dispute is not resolved by discussion then all disputes arising out of or relating to this Agreement shall first be submitted to non-binding mediation. The mediator shall be agreed to by both parties.

Any claims arising out of this Agreement that are not resolved in mediation shall be subject to binding arbitration.

10. **INSURANCE:** For the duration of the project, Consultant shall maintain insurance coverage as follows:

- CGL: \$2,000,000
- Automobile Liability: \$1,000,000
- Umbrella: \$1,000,000
- PLI: \$1,000,000
- Total Aggregate: \$4,000,000

PLI shall be maintained for three (3) years following completion of the Project, so long as it is commercially available and reasonably affordable to Consultant.

11. **INDEMNIFICATION:** Consultant and Client each agrees to indemnify the other against any and all liability, damages, costs, and expenses including reasonable attorney's fees and expert fees (collectively 'Damages'), that are caused to the other due to the negligence of the indemnifying party, but only to the extent of the indemnifying party's negligence. Neither Consultant nor Client shall be required to indemnify the other to the extent Damages arise from or are caused by the indemnified party's own negligence (whether sole, concurrent, or contributory). Neither Consultant, nor Client, shall have a duty to provide the other an up-front defense of any claim.

12. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, Client agrees to limit the liability of the Consultant for all claims and causes of action Client may bring against Consultant, based

on any legal theory, including without limitation, malpractice, professional negligence, negligent misrepresentation, breach of contract, breach of express or implied warranty, strict liability, contribution and/or indemnity, so that the total aggregate liability of the Consultant to the Client for claims arising from or related to the Project shall be limited to one million (\$1,000,000) United States Dollars. Any liability of Consultant to Client arising from claims related to or arising from the performance of services pursuant to this Agreement shall not exceed a total aggregate amount of the greater of Fifty Thousand (\$50,000.00) United States Dollars, or the compensation paid to Consultant pursuant to this Agreement. This limitation is intended to apply to any and every kind of liability, such as liability for negligence, breach of contract, misrepresentation, or any other extraordinary, unknown or unexpected future liability.

13. **DELIVERY OF PROJECT:** Upon Agreement and Consultant has commenced work on the Project, Consultant shall provide Client with a schedule for the completion of authorized services, which Consultant shall not exceed. Any delay in the completion of the project due to circumstances beyond the control of the Consultant, shall entitle the Consultant to extend the completion/delivery date, upon notifying the Client, by the time equivalent to the period of such delay.

14. **NOTHIRD-PARTYBENEFICIARY:** This Agreement does not give any rights or benefits to anyone

other than Client or Consultant.

15. **ENTIRE AGREEMENT:** This Agreement, states all of the Terms of the parties' Agreement respecting its subject matter and supersedes and replaces in their entirety all prior and contemporaneous written or unwritten representations, negotiations, commitments, and agreements respecting its subject matter. All services provided by Consultant to Client for the Project are governed exclusively by this Agreement, and this Agreement may not be modified or amended except by mutual written Agreement of Consultant and Client.

16. **NO ASSIGNMENT:** Neither party may assign their rights or obligations under this Agreement, except that the Consultant may utilize sub-contractors to provide services, as provided in this Agreement.

17. **APPLICABLE LAW AND VENUE:** The law of the Project location will govern the interpretation of the Agreement and all claims between the parties. Venue for any claim arising from or related to this Agreement shall be the location of the Project.

DESTINATION
MANAGEMENT
ADVISORS