

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF APPROVING ) RESOLUTION NO. 05- 3647  
CONSULTANT SERVICES FOR THE LAKE )  
OSWEGO TO PORTLAND TRANSIT ) Introduced by Councilor Newman  
ALTERNATIVES ANALYSIS )

WHEREAS, the metropolitan area is forecast to continue to experience increases in population and housing; and

WHEREAS, the Metro Council approved the Regional Framework Plan as a means of accommodating future growth in the region and the Plan calls for "Creating higher density centers of employment and housing..." (that) "...provides many advantages to communities"; and,

WHEREAS, the Framework Plan further states that "Downtown Portland serves as our major regional center and functions quite well as an employment and cultural hub for the metropolitan area." and "Improvements to the transit system network, development of a multi-modal street system and maintenance of region through routes (the highway system) would provide additional mobility to and from the city center."; and,

WHEREAS, Downtown Lake Oswego is designated as a town center by the Regional Framework Plan and the Regional Framework Plan states that "In ...town centers,..., the Regional Transportation Plan will emphasize a high quality bicycle and pedestrian environment and improved access to transit, but will also allow for auto access.", and;

WHEREAS, the Metro Council approved the Regional Transportation Plan (RTP) to implement the Regional Framework Plan and the RTP, Policy 3.0, Urban Form, objective b, states: "Provide street, bicycle and pedestrian connections to transit routes with and between new and existing residential, commercial and employment areas and other activity centers.", and;

WHEREAS, the Regional Transportation Plan states: "Though heavy travel demand exists along Macadam/Highway 43, between Lake Oswego and the central city, physical and environmental constraints preclude major roadway expansion. Instead, a long-term strategy for high-capacity transit that links the central city to southwest neighborhoods and Lake Oswego town center is needed. As this service is implemented, the following options should be considered in local and special district plans:... implement frequent bus service from Lake Oswego town center to Portland central city in the Macadam corridor; phasing of future streetcar commuter service or commuter rail in this corridor to provide a high-capacity travel option during congested commute periods, using either the Willamette Shore Line right-of-way, the Macadam Corridor Design Guidelines (1985) rail alignment or other right-of-way as appropriate....", and;

WHEREAS, the Metro Council approved the FY 04-07 Metropolitan Transportation Improvement Program, which included \$340,000 for the study of transit and bicycle and pedestrian trail alternatives in the Corridor; and,

WHEREAS, the Metro Council approved the FY 06-09 Metropolitan Transportation Improvement Program, which added \$688,000 in funding to complete the Alternatives Analysis and begin environmental impact studies in the Corridor; and,

WHEREAS, much of the funding for the proposed analysis is from federal sources and federal funding of any transit analysis leading to improvements in the Lake Oswego to Portland corridor must meet Federal Transit Administration, National Environmental Policy Act and other federal requirements; and,

WHEREAS, current Metro staff will complete most of the federally required analysis including project management, coordination with the Federal Transit Administration, travel forecasting, facilitation and support of the Lake Oswego to Portland Transit Alternatives Analysis Project Technical Advisory Committee, Project Management Group, Project Advisory Committee and Steering Committee, evaluation of most aspects of the alternatives, preparation of environmental impact studies and coordination with the Metro Council; and,

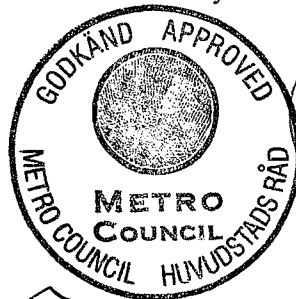
WHEREAS, four work elements are not able to be completed by Metro staff and require consultant services, including traffic analysis, additional public involvement support, transportation design assistance and financial and funding strategies and analyses in order to completely address technical issues and federal requirements likely to arise with this project; and,

WHEREAS, the contracts list of the Fiscal Year 2005- 2006 Metro Budget identifies the consultant contract related to the Lake Oswego to Portland transit alternatives analysis as one of "significant impact" and for which Metro Council approval of the release of a request for proposal and Metro Council authorization to execute a contract must be secured; now therefore,

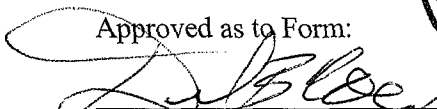
BE IT RESOLVED that the Metro Council

1. Authorizes the Chief Operating Officer to release a Request for Proposals substantially similar to that attached as Exhibit A for proposal soliciting consultant services for traffic analysis, transportation design, public involvement assistance and a financial and funding strategy and analysis for the Lake Oswego to Portland transit alternatives analysis project.
2. Authorizes the Chief Operating Officer, after a consultant or consultants have been selected consistent with Metro contracting policies and rules, to execute a contract with the most responsive proposer, to perform the services cited in resolve 1.

ADOPTED by the Metro Council this 8th day of December, 2005.



  
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David Bragdon, Council President

Approved as to Form:  
  
\_\_\_\_\_  
Daniel B. Cooper, Metro Attorney

# Request for Proposals

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**DRAFT Request for Proposals  
FOR  
Consulting Services to include Traffic Engineering Analysis, Conceptual Design and Capital  
Costing, Public Involvement Assistance and a Financial and Feasibility Analysis  
for  
the Lake Oswego to Portland Transit Alternatives Analysis**

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## I. INTRODUCTION

The Planning Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for a traffic engineering analysis, conceptual design and capital costing services, public involvement assistance and a financial and feasibility analysis for the Lake Oswego to Portland Transit Alternatives Analysis. Proposals will be due no later than \_\_\_\_\_ p.m., \_\_\_\_\_, 2005 in Metro's business offices at 600 NE Grand Avenue, Portland, OR 97232-2736. Details concerning the project and proposal are contained in this document.

## II. BACKGROUND/HISTORY OF PROJECT

Metro is a regional government providing a variety of services for the 25 cities and for the urban portion and some rural areas of Clackamas, Multnomah and Washington counties, Oregon. These regional services include transportation planning at the regional scale, such as planning the transit system in coordination with Metro's local partners, that is in turn, implemented by TriMet.

Substantial growth in population and jobs is expected to occur within the region. Consistent with the Metro Council approved Regional Framework Plan, a portion of that growth is expected to occur within downtown Portland and within downtown Lake Oswego. The Regional Framework Plan also call for centers such as downtown Portland and downtown Lake Oswego to be closely linked by transportation. These two centers are connected in a north/south corridor by Highway 43 and by a railroad right-of-way acquired by a consortium of public agencies upon which seasonal trolley service is currently provided. This corridor is also located along the Willamette River, for which the State of Oregon has designated as a segment of the Willamette River Greenway and for which State Planning Goal 15 calls: "To protect, conserve, enhance and maintain the natural, scenic, historical, agricultural, economic and recreational qualities of lands along the Willamette River as the Willamette River Greenway."

The existing traffic volumes on Highway 43 within the corridor create substantial congestion in the peak hours of travel. Forecasts of future volumes in the corridor suggest greater congestion on Highway 43. Substantial roadway improvement and tolling for Highway 43 have been ruled out in earlier studies completed in 1996 and 1999. Given the public ownership of a railroad right-of-way within the corridor, transit alternatives, including, but not limited to streetcar service, are being studied to assess how current and future transportation needs might be met in the Lake Oswego to Portland corridor. In addition, the

## Request for Proposals

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feasibility of a continuous bicycle and pedestrian trail along the corridor is being simultaneously analyzed.

The Lake Oswego to Portland Transit and Trail Alternatives Analysis (LOAA) is substantially funded by federal sources and is therefore subject to the planning guidance and requirements of the Federal Transit Administration (FTA). Metro is the lead agency for the project and is evaluating transit capital and operating improvements and trail improvements on the west side of the Willamette River between the Lake Oswego Town Center north to SW Bancroft Street in the Portland Central City. The LOAA will develop and evaluate transit and trail alternatives in the corridor with the end result being selection of a preferred alternative or several promising alternatives to be advanced into the federal environmental process under the provisions of the National Environmental Policy Act (NEPA). Information from stakeholder interviews is included in the appendix to provide further background on the various challenges and opportunities that diverse interests have in this corridor.

### III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to perform the following services and to deliver the products described:

- **Conceptual Design and Capital Cost Analysis.** Working with TriMet, the consultant would provide transit alternative designs. The sketch level should be in enough detail so that right-of-way and other environmental impacts can be identified. Capital costs would also be estimated. A detailed scope of work for this element is attached as Attachment 1.
- **Traffic Engineering Analysis.** There are questions about what the consequences of transit alternatives would be on auto, bus and truck traffic on arterial streets in the corridor as well as to existing residential neighborhoods. This work element would ensure that key intersections are analyzed using Metro travel forecast results of the various transit alternatives. A detailed scope of work for this element is attached as Attachment 2.
- **Public Involvement.** This work element would implement the Metro public involvement plan for the LOAA. Major tasks would include facilitating community small group discussions and providing visual simulations in order that the public and technical and policy committees better understand how transit alternatives could be accommodated. A detailed scope of work for this element is attached as Attachment 3.
- **Financial and Feasibility Analysis and Strategy.** This work would assess the likely capital funding sources and timing and examine ways to match the possible revenues with year of expenditure forecasts of capital costs. The consultant would work with TriMet and local governments to help gain agreement on an overall finance plan. A detailed scope of work for this element is attached as Attachment 4.

## Request for Proposals

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### IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following experience:

#### Traffic Engineering

(1) Task leadership by an engineer professionally licensed to practice in the State of Oregon, with at least five years of experience in traffic analysis including: intersection analysis, level of service analysis, congestion management techniques and traffic impacts of park and ride facilities.

#### Conceptual Design and Capital Costing

(1) At least five years experience in designing transportation facilities including roads, including bridges and fixed rail transit.

(2) At least five years experience with using computer aided design software and the ability to be consistent with Metro's geographic information system geographic projection format.

(3) At least five years experience with estimating capital costs of roads and fixed rail transit.

#### Public Involvement

(1) At least five years experience with designing, organizing, facilitating and summarizing small group discussions.

(2) At least five years experience creating visual simulations of transportation projects, including animated video presentations.

#### Financial and Feasibility Analysis

(1) At least five years experience completing financial analyses of proposed transportation facilities including road and transit facilities.

(2) Demonstrated understanding of federal and state of Oregon capital funding sources and eligibility requirements.

(3) Demonstrated ability to design and describe feasible transportation funding packages, integrating, if needed, multiple funding sources.

### V. PROJECT ADMINISTRATION

The primary Metro contact for this project shall be Ross Roberts, Corridor Planning Manager, 600 NE Grand Avenue, Portland, OR, 97232-2736, 503-797-1752, Roberts@metro.dst.or.us. Questions concerning this RFP should be directed to him. It is expected that multiple Metro staff will be involved with the completion of this project. Procedures for establishing contacts with the consultant and other Metro staff will be concluded as part of final contract negotiations.

### VI. PROPOSAL INSTRUCTIONS

#### A. Submission of Proposals

Eight copies of the proposal shall be furnished to Metro, addressed to:

## Request for Proposals

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Ross Roberts, Corridor Planning Manager  
Metro  
Planning Department  
600 NE Grand Avenue  
Portland, OR 97232 - 2736

- B. **Deadline**  
Proposals will not be considered if received after \_\_\_p.m., \_\_\_\_\_  
\_\_\_\_\_, 2005
- C. **RFP as Basis for Proposals:**  
This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to \_\_\_\_\_ at (503) \_\_\_\_\_. Any questions, which in the opinion of Metro, warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Metro will not respond to questions received after \_\_\_\_\_.
- D. **Information Release**  
All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all Proposers agree to such activity and release Metro from all claims arising from such activity.
- E. **Minority and Women-Owned Business Program**  
In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100.

Copies of that document are available from Purchasing/Contract Office of Metro, Metro Regional Center, 600 NE Grand Avenue, Portland, OR 97232 or call (503) 797-1816.

### VII. PROPOSAL CONTENTS

The proposal should contain not more than 34 pages of written material (excluding biographies and brochures, which may be included in an appendix), describing the ability of the consultant to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

- A. **Transmittal Letter:** Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.

## Request for Proposals

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-- Up to 2 pages

- B. Approach/Project Work Plan: Describe how the work will be done within the given timeframe and budget. Include a proposed work plan and schedule.

-- Up to 10 pages

- C. Staffing/Project Manager Designation: Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. Include resumes of individuals proposed for this contract.

Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro. The consultant must assure responsibility for any subconsultant work and shall be responsible for the day-today direction and internal management of the consultant effort.

-- Up to 8 pages

- D. Experience: Indicate how your firm meets the experience requirements listed in section IV. of this RFP. List projects conducted over the past five years which involved services similar to the services required here. For each of these other projects, include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.

-- Up to 8 pages

- E. Cost/Budget: Present the proposed cost of the project and the proposed method of compensation. List hourly rates for personnel assigned to the project, total personnel expenditures, support services, and subconsultant fees (if any). Requested expenses should also be listed. Metro has established budget not to exceed \$367,140 for this project. However, this budget is based upon analysis of all listed alternatives and it expected that some of these alternatives will not be advanced for alternatives analysis and therefore the total consultant budget will be less than this maximum amount.

-- Up to 4 pages

- F. Exceptions and Comments: To facilitate evaluation of proposals, all responding firms will adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

-- Up to 2 pages

## Request for Proposals

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### VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved invoice.
- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.
- D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- E. Intergovernmental Cooperative Agreement (Requires competitive solicitation) – Pursuant to ORS 279A and Metro procurement rules, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under the terms and conditions of the resultant contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro. Any estimated purchase volumes listed herein do not include other public agencies and Metro makes no guarantee as to their participation. Any bidder, by written notification included with their solicitation response may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

### IX. EVALUATION OF PROPOSALS

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of one firm.





600 NE Grand Ave.  
 Portland, OR 97232-2736  
 (503) 797-1700

# Request for Proposals

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B. Evaluation Criteria: This section provides a description of the criteria that will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

		Percentage of Total Score
40%	Project Work Plan/Approach	
	1. Demonstration of understanding of the project objectives	20%
	2. Performance methodology	20%
40%	Project Staffing Experience	
	1. Project consultant	20%
	2. Commitment to project	20%
10%	Budget/Cost Proposal	
	1. Projected cost/benefit of proposed work plan/approach	5%
	2. Commitment to budget and schedule parameters	<u>5%</u>
	Total	100%

**X. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT**

The attached personal services agreement is a standard agreement approved for use by the Office of Metro Attorney. This is the contract the successful Proposer will enter into with Metro; it is included for your review prior to submitting a proposal.

## STAFF REPORT

### IN CONSIDERATION OF RESOLUTION NO. 3647, FOR THE PURPOSE OF APPROVING CONSULTANT SERVICES FOR THE LAKE OSWEGO TO PORTLAND TRANSIT ALTERNATIVES ANALYSIS

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Date: November 23, 2005

Prepared by: Ross Roberts  
Mark Turpel

## BACKGROUND

The Lake Oswego to Portland Transit and Trail Alternatives Analysis (LOAA) is a federal transportation alternatives analysis and is subject to the planning guidance and requirements of the Federal Transit Administration (FTA). Metro is the lead agency for the project, which is evaluating transit capital and operating improvements and trail improvements on the west side of the Willamette River between the Lake Oswego Town Center north to SW Bancroft Street in the Portland Central City. The study will develop and evaluate transit and trail alternatives in the corridor with the end result being selection of a preferred alternative or several promising alternatives to be advanced into the federal environmental process under the provisions of the National Environmental Policy Act (NEPA).

Metro staff will have responsibility for completing all the major tasks and will require consultant assistance to complete some of the tasks as follows:

- **Background Report.** Metro will compile the information and prepare a draft *Background Report* for review and comment by the study partner agencies and jurisdictions. Partner agencies and jurisdictions will review and comment. Metro will make revisions based on comments received.
- **Purpose and Need Statement.** Metro will prepare a draft Purpose and Need Statement for review and comment by the study partner agencies and jurisdictions and LOAA project committees. Metro will make revisions based on comments received.
- **Conceptual design and costing.** Metro and TriMet will work together on the Conceptual Design of the alternatives. Metro will secure and utilize design and costing consultant assistance. Cost estimates will comply with the FTA cost reporting methodology.
- **FTA coordination.** Metro will serve as the FTA liaison for the LOAA study. Metro will communicate and coordinate FTA's issues and concerns with local partners. Metro will work with FTA to ensure that the LOAA complies with the most recent federal regulation and policies.
- **Technical work products.** Metro will be responsible for the preparation of the technical work products. Metro will rely on assistance from the agency and jurisdictional partners and Portland Streetcar, Inc. (PSI) on preparation of these products.
- **Travel Demand Forecasts.** Metro develops and maintains the regional travel demand forecasting models. Metro will prepare the transit and highway networks for the 2025 No-Build as well as the alternatives under study. Consultants will use the travel demand forecasts as input to a variety of analyses.
- **Public Involvement.** Metro will be responsible for the execution of public involvement plan. Metro will work closely with Portland, Lake Oswego, TriMet and PSI staff to implement this part of the work plan. In addition, public involvement support to
- **Committee Support.** Metro will provide committee support. Extensive coordination with all the study participants will be required.

Consultant work will consist of the following products:

- **Traffic Analysis.** There are questions about what the consequences of transit alternatives would be on auto, bus and truck traffic on arterial streets in the corridor as well as to existing residential neighborhoods. This work element would ensure that key intersections are analyzed using Metro travel forecast results of the various transit alternatives.
- **Design and Cost Analysis.** Working with TriMet, the consultant would provide transit alternative designs. The sketch level should be in enough detail so that right-of-way and other environmental impacts can be identified. Capital costs would also be estimated.
- **Public Involvement.** This work element would implement the Metro public involvement plan for the LOAA.
- **Financial and Funding Strategy and Funding.** This work would assess the likely capital funding sources and timing and examine ways to match the possible revenues with year of expenditure forecasts of capital costs. The consultant would work with TriMet and local governments to help gain agreement on an overall finance plan.

## ANALYSIS/INFORMATION

1. **Known Opposition** There is no known opposition to the completion of these analyses in order to understand the likely outcomes of any proposed transit or trail improvements in the corridor.

## 2. Legal Antecedents

### Federal

42 U.S.C 4321-4335 (P.L. 91-190 and 94--83)	National Environmental Policy Act
23 U.S.C. 138 and 49 U.S.C. 303 (P.L. 100-17, 97-499 & 86-670)	Public park preservation [4(f)]
42 U.S.C. 4601 (P.L. 91-646)	Uniform Relocation Act
42 U.S.C 2000d, 23 U.S.C. 324	Civil Rights Act and Americans with Disabilities Act
Executive Order 12898	Environmental Justice
23 U.S.C. 144(o) (P.L. 100-17)	Historic Bridge Program
23 U.S.C. (P.L. 102-240)	National Recreational Trails Program
33 U.S.C. 1251-1376 (P.L. 92-500, 95-217 & 100-4)	Clean Air Act
42 U.S.C. 300F-300J-6 (P.L. 93-523 & 99-339)	Safe Drinking Water Act
16 U.S.C. 3921-3931 (P.L. 99-645)	Emergent Wetlands Resources Act

### Metro

Resolution No. 94-1868, For the Purpose of Adopting an Intergovernmental Agreement For Management of the Willamette Shore Line Right-of-Way, adopted on January 13, 1994.

Resolution No. 97-2546B, For the Purpose of Endorsing the Traffic Relief Options Task Force Recommendation to Further Evaluate Peak Period Pricing Options, adopted on October 23, 1997. (this resolution endorsed the conclusion that Highway 43 was not suitable location for tolling.)

Resolution No. 98-2615, For the Purpose of Approving the Commitment of Funds For Repair of Trestles on the Willamette Shore Line Right-of-Way, adopted on December 27, 1998.

Resolution No. 04-3433, For the Purpose of Authorizing the Chief Operating Officer to Execute an Intergovernmental Agreement Regarding Maintenance and Funding For the Willamette Shore Line Right-of-Way, adopted on March 11, 2004.

3. **Anticipated Effects** The approval of this resolution will provide critical information to decisions about future potential transit and trail improvements in the Lake Oswego to Portland corridor.
4. **Budget Impacts** These federal funds and local match have been secured for purposes of advancing knowledge about this transit alternatives analysis and trail assessment consistent with federal, state and Metro policies and requirements. Metro staff have completed a cost analysis and have established a cost estimate not to exceed \$367,140. However, as several alternatives are not expected to be advanced for further analysis, it is expected that the actual cost of this contract should be significantly less than the maximum amount estimated.

Several budget related issues remain to be addressed including final securing of the MTIP funds, final arrangements for local match and intergovernmental agreements with TriMet, Lake Oswego and the City of Portland. Accordingly, execution of a contract would not be completed until these items are addressed.

### **RECOMMENDED ACTION**

Approve Resolution No. 05-3647, which authorizes release of a request for proposals in a form substantially similar to the draft request for proposal labeled as Attachment "A" to Resolution 05-3647 and authorizes the Chief Operating Officer to, once contracting requirements have been met, to execute a contract to the most responsive proposer.

**Attachment 1**  
**Resolution 05-3647**  
**Conceptual Design and Capital Costing**  
**Consultant Scope of Work**

## **1.0 Purpose**

The purpose of the *Conceptual Design and Capital Costing* component of the Consultant Scope of Work for the Lake Oswego to Portland Transit and Trail Alternatives Analysis is to develop conceptual designs and capital costs for each of the project alternatives being studied to identify potential alternatives to move forward to the Environmental Impact Statement (EIS) phase of the project. Designs will be developed in order to ensure that planning level cost and environmental impacts can be determined.

The Alternatives Analysis began in August 2005. To date, the Project Advisory Committee, made up of citizens representing South Waterfront, John's Landing, Unincorporated Multnomah County, Unincorporated Clackamas County, First Addition, Downtown Lake Oswego have adopted a purpose and need and evaluation criteria for the project. The Technical Advisory Committee and the Project Advisory Committee are currently narrowing down the wide range of potential alternatives. Currently, the potential alternatives in addition to the 2025 No-Build could include:

- Bus Rapid Transit (BRT)
- River Transit
- Streetcar
- Light Rail
- DMU Rail Service
- Bicycle/Pedestrian Trail

## **2.0 General Task Descriptions**

Following are descriptions of the tasks involved in the Conceptual Design and Capital Costing Consultant Work Scope.

## **3.0 Develop Conceptual Alignment Designs**

The consultant will develop conceptual alignment designs for a variety of transit and trail alternatives. Conceptual design will include station and facility design, conceptual alignments, and civil design.

The consultant will support TriMet in the development and conceptual design of the potential alternatives. The Consultant will provide draft plan drawings for each of the alternatives. Each of the alternatives should be developed with enough detail to apply the evaluation criteria and narrow the wide range of alternatives. The consultant will develop final plan drawings for each alternative that moves forward to the DEIS phase. These drawings will include the alternative in

relation to existing roadways, buildings, railroad tracks and natural resources. Plans will include the location and size of park and rides lots (structured or surface), new structures (ramps, bridges, docks etc) and potential ROW impacts. Plans will also include cross sections to help describe the alternative. Drawings should be at a scale of 1"=400' with some detailed areas shown at 1"=200'. These detailed areas will include merge or transition points.

All drawings (both draft and final) will be available to Metro and Tri-Met in digital format (GIS, pdf, and AutoCAD) in order to share, analyze and display the information. In order to facilitate the transfer of the data-both to and from Metro-certain protocols need to be established. A preliminary meeting will take place in order to discuss data needs and transfer protocols that should include specialists, planners and project managers. The discussion will resolve the fundamental difference between CAD and GIS data formats and the technical issues with the data transfer. The fundamental issue is "*CAD files are usually organized in multiple layers or levels. The term "layer" differs in meaning between CAD files and ArcMap. In CAD files, a layer is a set of similar features. In ArcMap, a layer is a reference to geographic data and an associated drawing method.*" (ArcGIS 9.x Help File) Metro will work with the Consultant and provide:

- Data in GIS format. Metro has available subscriptions to the Regional Land Information System (RLIS) database, the consultant will be expected to be a subscriber. (we should check on this requirement)
- Existing digital maps and data developed prior to final consultant selection will be provided in limited fashion. GIS projects will be available, but their completeness and linking to data will not be a priority. Graphic design maps and charts will be available in PDF, AI, PSD formats (Adobe Illustrator and Photoshop.)
- Geographic projection will be based on Metro's HARN State Plane and all data will be transferred in this projection only. This will require that the AutoCAD specialist to develop their projects using the Metro HARN State Plane North NAD 83 projection. Projection parameters will be provided to the consultant. If the data does not align within the GIS upon receipt from the consultant and spatial transformations are required, the data will be rejected and will need to be corrected by the consultant.

Tri-Met will provide existing base mapping and Metro will provide aerial photography for the project. If the aerial photography will fit onto a single DVD than Metro will provide this. If the data is too large, the consultant will provide a portable hard-drive or other appropriate mass storage device in order to acquire all of the necessary imagery.

Specific task are listed below under each alternative.

### ***3.1 Bus Rapid Transit (BRT) Alternative***

The Bus Rapid Transit (BRT) alternative could include transit improvements along SE Macadam Avenue extending from Lake Oswego to Portland. These improvements could consist of park-and-ride lots, transit centers, stations, queue bypass lanes and traffic signal improvements. BRT design will require close coordination with the traffic engineering consultants.

**3.1.1 Station and facility design** – This task relates to the design of BRT transit stations, centers, stops, park-and-ride lots and structures and potentially an operating and maintenance facility. The consultant will develop general site layout plans for transit station, stops and transit centers with each alternative. Site layout plans will include bus/transit transfer locations, drop off zones, bus circulation, pedestrian and vehicular layouts. Site layouts will also be developed for structured and surface park-and-ride lots along with bus/transit, pedestrian and vehicular access routes. Designs of the transit facilities will be developed to accommodate the BRT buses in relationship to the surrounding land use.

Prototypical BRT Station. The consultant will design a prototypical BRT station that could be implemented on SE Moody Street, SE Bond Street, and SE Macadam Avenue. This station should be attractive and fit the environment while balancing rider needs. Presentation quality rendering of the prototypical station will be required for public meetings.

Lake Oswego Transit Center Transit Center. The Consultant will identify and design improvements necessary for BRT buses to access the existing Lake Oswego transit center. The consultant will build upon on-going work that the Lake Oswego is doing to identify the transit center location. Currently Lake Oswego is examining options to relocate their existing transit center or to integrate the potential transit option into their downtown and the potential Foothills redevelopment.

Park-and-Ride Facilities. The consultant will assist in the location and design of park-and-ride lots within the corridor to accommodate the BRT busses and potential riders. The design should also include any improvements required to accommodate the traffic entering and leaving the park-and-ride facilities.

**3.1.2. Conceptual Design** – This task relates to the development of conceptual designs for the alignments and associated improvements (i.e. walls, structures, grade crossings, roadways etc.). The consultant will develop conceptual drawings for each alternative that should include transit stations/stops/centers (access for buses, pedestrians and vehicles), structures (length, width, height, and type), alignment (width, clearances and relationship to right-of-way, buildings, railroads, roads and natural resources). Representative cross section will be developed to illustrate the designs for each alternative.

SE Bond/Moody Couplet. The Consultant will design improvements needed along SE Bond Street and SE Moody Street couplet. The Consultant will identify BRT improvements needed at the SE Macadam Avenue/SE Hood Street/SE Bancroft Street intersection. Improvements may include queue bypass lanes and will also work with the traffic consultant to assure that the traffic signals that are currently in place can be upgraded to allow for opticom preemption and signal sequencing technology.

Highway 43. The Consultant will prepare conceptual design alignments for the BRT improvements along Highway 43. Improvements could include queue bypass lanes, bus only lanes, and transit stations. The Consultant will also work with the traffic consultant to assure that the traffic signals that are currently in place can be upgraded to allow for opticom preemption and signal sequencing technology.

Willamette Shore Line Right of Way. The Consultant will prepare conceptual design alignment for BRT within the Willamette Shore Line Right of Way. The Willamette Shore Line right of way may have restrictions associated with it that prohibit use of the right of way for options other than rail transit, therefore, BRT may not be possible along the entire Willamette Shore Line corridor. This option could include use of portions of the right of way for bus improvements.

### ***3.2 River Transit Alternative***

Metro evaluated a potential River Transit Alternative from Oregon City to Portland as part of the South Corridor Transportation Alternatives Study. The Consultant will build upon the work already done and provide a conceptual design alignment for River Transit from Lake Oswego to Portland.

The River Transit alternative will include construction of new docks in the North Macadam area and the River District and reconstruction of docks in Lake Oswego, and Sellwood. In addition, this alternative will include park and ride facilities, and relocation of the Lake Oswego Transit Center close to the River.

**3.1.1 Station and facility design** – This task relates to the design of River Transit stations, centers, docks, park-and-ride lots and potentially an operating and maintenance facility. The consultant will develop general site layout plans for transit station/stops and transit centers with each alternative. Site layout plans will include boat/bus/transit transfer locations, drop off zones, bus circulation, pedestrian and vehicular layouts. Site layouts will also be developed for structured and surface park-and-ride lots along with bus/transit, pedestrian and vehicular access routes. Designs of the transit facilities will be developed to accommodate River Transit in relationship to environmental factors and the surrounding land use.

Prototypical River Station. The consultant will design a prototypical River Transit station that could be implemented along the River that will support or enhance the character of the land uses surrounding the stations as well as the overall vision for the Willamette Riverfront. This station should be attractive and fit the environment while balancing rider needs. Presentation quality rendering of the prototypical station will be required for public meetings.

River Transit Vehicles. The Consultant will provide expertise in identifying potential River Transit vehicles that will be compatible with the character of the surrounding land uses, neighborhoods, and vision for the Willamette Riverfront.

Lake Oswego Transit Center Transit Center. The Consultant will identify and design improvements necessary to relocate the existing Lake Oswego Transit Center from its existing on-street location to a location closer to the River. The consultant will build upon on-going work that the Lake Oswego is doing to identify the transit center location. Currently Lake Oswego is examining options to relocate their existing transit center or to integrate the potential transit option into their downtown and the potential Foothills redevelopment.



Park-and-Ride Facilities. The consultant will assist in the location and design of park-and-ride lots within the corridor to accommodate the River Transit. The Park and Ride facilities will be located in locations that minimize the adverse environmental impacts. The design should also include any improvements required to accommodate the traffic entering and leaving the park-and-ride facilities.

**3.1.2. Conceptual Design** – This task relates to the development of conceptual designs for the alignments and associated improvements (i.e. walls, structures, docks, roadways etc.). The consultant will develop conceptual drawings for each alternative that should include transit stations/stops/centers (access for buses, pedestrians and vehicles), docking facilities (size and type), and access (roadway improvements in relationship to right of way impacts, grade crossings and natural resources). Representative cross section will be developed to illustrate the designs for each alternative.

Willamette River. The Consultant will identify constraints with implementing River Transit operations on the Willamette River. The Consultant will also identify improvements needed to operate River Transit on the Willamette River.

Access Improvements. The Consultant will prepare conceptual design alignments for roadway improvements needed to accommodate River Transit. This could include roadway improvements to access the docks in Lake Oswego, North Macadam, and Sellwood to accommodate bus transfers and drop off zones. In addition to auto and transit access to River Transit, the Consultant will identify improvements for pedestrian and bicycle access to the River.

Docking Facilities along the Willamette River. The Consultant will prepare conceptual designs for new docking facilities in the Lake Oswego and North Macadam areas.

### ***3.3 Streetcar Alternative***

The Willamette Shore Line right of way was purchased by a consortium of government agencies (ODOT, Metro, TriMet, Multnomah and Clackamas Counties, and the cities of Portland and Lake Oswego) for the purpose of future rail transit along the corridor. Streetcar is one of the alternatives that will be evaluated as part of the Alternatives Analysis.

The Streetcar Alternative could extend from the Willamette Shore Line railway terminus in Lake Oswego to the Streetcar terminus at SE Gibbs Street in Portland.

**3.3.1 Station and facility design** – This task relates to the design of transit stations, centers, stops, park-and-ride lots and structures and potentially an operating and maintenance facility. The consultant will develop general site layout plans for transit station, stops and transit centers with each alternative. Site layout plans will include bus/transit transfer locations, drop off zones, bus circulation, pedestrian and vehicular layouts. Site layouts will also be developed for structured and surface park-and-ride lots along with bus/transit, pedestrian and vehicular access routes. Designs of the transit facilities will be developed to accommodate the appropriate mode in relationship with the surrounding land use.

Prototypical Streetcar Station. The Consultant will develop a prototypical design for a Streetcar Station and produce a presentation quality rendering for public review and meetings.

Station Locations. The Consultant will assist in identifying location of stations and the necessary improvements (such as access for buses, pedestrians, and bicyclists) associated with each station.

Park-and-Ride Facilities. The consultant will assist in the location and design of park-and-ride lots within the corridor to accommodate Streetcar, busses, autos, and pedestrians and bicyclists. The design should also include any improvements required to accommodate the traffic entering and leaving the park-and-ride facilities.

Lake Oswego Transit Center Transit Center. The Consultant will identify and design improvements necessary for Streetcar to provide access the existing Lake Oswego transit center. The consultant will build upon on-going work that the Lake Oswego is doing to identify the transit center location. Currently Lake Oswego is examining options to relocate their existing transit center or to integrate the potential transit option into their downtown and the potential Foothills redevelopment.

**3.3.2 Civil Design** – This task relates to the development of conceptual designs for the alignments and associated improvements (i.e. walls, structures, tunnels, grade crossings, roadways etc.). The consultant will develop conceptual drawings and cross-sections for each alternative that should include transit stations/stops/centers (access for buses, pedestrians and vehicles), structures and/or tunnels (length, width, height, and type), alignment (width, clearances and relationship to right-of-way, buildings, railroads, roads and natural resources). Representative cross section will be developed to illustrate the designs for each alternative.

Double Track Full Length Option. The Consultant will develop conceptual design alignments of a potential double track alignment for the full length between Lake Oswego and Portland, where feasible. The Consultant will identify the necessary improvements needed to build a double track alignment.

Mixed Double and Single Track Option. The Willamette Shore Line right of way ranges from 17 feet to 60 feet in width. Therefore, there may be locations where a double track option is not feasible. The Consultant will develop conceptual design alignments for a potential double and single track Streetcar option.

Streetcar on Macadam through John's Landing. A potential Streetcar alignment could include deviation from the Willamette Shore Line right of way to a location on or adjacent to SE Macadam Avenue. This option could include a tunnel between SE Macadam Avenue and the Willamette Shore Line right of way. The Consultant will identify and develop necessary improvements along this alignment to accommodate Streetcar operations.

Streetcar on Highway 43. The consultant will design potential Streetcar alignment on Highway 43 between Lake Oswego and Portland.

Sellwood Bridge. Currently, Multnomah County is studying the feasibility of replacing or rehabilitating the existing Sellwood Bridge in preparation for an Environmental Assessment. Potential issues with the Sellwood Bridge include number of lanes, bicycle/pedestrian improvements, alignment location, type of bridge, connection with Highway 43, right of way impacts, funding and construction. The consultant will identify issues and opportunities associated with the potential Streetcar alignment and potential Sellwood Bridge alignments and configurations. In addition, the Consultant will identify potential connection opportunities with the Sellwood Bridge.

### ***3.4 Light Rail***

The Willamette Shore Line right of way was purchased by a consortium of government agencies (ODOT, Metro, TriMet, Multnomah and Clackamas Counties, and the cities of Portland and Lake Oswego) for the purpose of future rail transit along the corridor.

As part of the South/North Transit Corridor Project, a light rail alignment was proposed along SE Macadam Avenue in John's Landing connecting Portland to Milwaukie over the Sellwood Bridge. The Consultant will prepare conceptual design alignment for light rail along the Willamette Shore Line right of way between Lake Oswego and Portland.

**3.4.1 Station and facility design** – This task relates to the design of transit stations, centers, stops, park-and-ride lots and structures and potentially an operating and maintenance facility. The consultant will develop general site layout plans for transit station, stops and transit centers with each alternative. Site layout plans will include bus/transit transfer locations, drop off zones, bus circulation, pedestrian and vehicular layouts. Site layouts will also be developed for structured and surface park-and-ride lots along with bus/transit, pedestrian and vehicular access routes. Designs of the transit facilities will be developed to accommodate the appropriate mode in relationship with the surrounding land use.

Prototypical Light Rail Station. The Consultant will develop a prototypical design for a Light Rail Station and produce a presentation quality rendering for public review and meetings.

Light Rail Station Locations. The Consultant will assist in identifying location of stations and the necessary improvements (such as access for buses, pedestrians, and bicyclists) associated with each station.

Park-and-Ride Facilities. The consultant will assist in the location and design of park-and-ride lots within the corridor to accommodate Light Rail, busses, autos, and pedestrians and bicyclists. The design should also include any improvements required to accommodate the traffic entering and leaving the park-and-ride facilities.

Lake Oswego Transit Center Transit Center. The Consultant will identify and design improvements necessary for Light Rail to provide access the existing Lake Oswego transit center. The consultant will build upon on-going work that the Lake Oswego is doing to identify the transit center location. Currently Lake Oswego is examining options to relocate their existing

transit center or to integrate the potential transit option into their downtown and the potential Foothills redevelopment.

**3.4.2 Civil Design** – This task relates to the development of conceptual designs for the alignments and associated improvements (i.e. walls, structures, tunnels, grade crossings, roadways etc.). The consultant will develop conceptual drawings and cross-sections for each alternative that should include transit stations/stops/centers (access for buses, pedestrians and vehicles), structures and/or tunnels (length, width, height, and type), alignment (width, clearances and relationship to right-of-way, buildings, railroads, roads and natural resources). Representative cross section will be developed to illustrate the designs for each alternative.

Double Track Full Length Option. The Consultant will develop conceptual design alignments of a potential double track Light Rail alignment for the full length between Lake Oswego and Portland, where feasible. The Consultant will identify the necessary improvements needed to build a double track alignment.

Mixed Double and Single Track Option. The Willamette Shore Line right of way ranges from 17 feet to 60 feet in width. Therefore, there may be locations where a double track option is not feasible. The Consultant will develop conceptual design alignments for a potential double and single track Light Rail option.

Light Rail Adjacent to Macadam through John's Landing. As previously mentioned, during the South/North Corridor Study a light rail alignment adjacent to SE Macadam Avenue was proposed that deviates from the Willamette Shore Line right of way. A potential Light Rail alignment could operate on the existing Willamette Shore Line right of way and the proposed light rail alignment adjacent to SE Macadam Avenue.

Sellwood Bridge. Currently, Multnomah County is studying the feasibility of replacing or rehabilitating the existing Sellwood Bridge in preparation for an Environmental Assessment. Potential issues with the Sellwood Bridge include number of lanes, bicycle/pedestrian improvements, alignment location, type of bridge, connection with Highway 43, right of way impacts, funding and construction. The consultant will identify issues and opportunities associated with the potential Light Rail alignment and potential Sellwood Bridge alignments and configurations. In addition, the Consultant will identify potential connection opportunities with the Sellwood Bridge.

### ***3.5 Diesel Multiple Unit (DMU)***

The Willamette Shore Line right of way was purchased by a consortium of government agencies (ODOT, Metro, TriMet, Multnomah and Clackamas Counties, and the cities of Portland and Lake Oswego) for the purpose of future rail transit along the corridor. A DMU could be a viable alternative for rail transit within the corridor. The Consultant will prepare conceptual design alignment for DMU operations along the Willamette Shore Line right of way.

**3.5.1 Station and facility design** – This task relates to the design of transit stations, centers, stops, park-and-ride lots and structures and potentially an operating and maintenance facility.

The consultant will develop general site layout plans for transit station, stops and transit centers with each alternative. Site layout plans will include bus/transit transfer locations, drop off zones, bus circulation, pedestrian and vehicular layouts. Site layouts will also be developed for structured and surface park-and-ride lots along with bus/transit, pedestrian and vehicular access routes. Designs of the transit facilities will be developed to accommodate the appropriate mode in relationship with the surrounding land use.

DMU Vehicles. The Consultant will provide expertise in identifying potential DMU vehicles that will be compatible with the character of the surrounding land uses and neighborhoods.

Prototypical DMU Station. The Consultant will develop a prototypical design for a DMU Station and produce a presentation quality rendering for public review and meetings.

DMU Station Locations. The Consultant will assist in identifying location of stations and the necessary improvements (such as access for buses, pedestrians, and bicyclists) associated with each station.

Park-and-Ride Facilities. The consultant will assist in the location and design of park-and-ride lots within the corridor to accommodate DMU vehicles, busses, autos, and pedestrians and bicyclists. The design should also include any improvements required to accommodate the traffic entering and leaving the park-and-ride facilities.

Lake Oswego Transit Center Transit Center. The Consultant will identify and design improvements necessary for DMU operations to provide access the existing Lake Oswego transit center. The consultant will build upon on-going work that the Lake Oswego is doing to identify the transit center location. Currently Lake Oswego is examining options to relocate their existing transit center or to integrate the potential transit option into their downtown and the potential Foothills redevelopment.

**3.5.2 Civil Design** – This task relates to the development of conceptual designs for the alignments and associated improvements (i.e. walls, structures, tunnels, grade crossings, roadways etc.). The consultant will develop conceptual drawings and cross-sections for each alternative that should include transit stations/stops/centers (access for buses, pedestrians and vehicles), structures and/or tunnels (length, width, height, and type), alignment (width, clearances and relationship to right-of-way, buildings, railroads, roads and natural resources). Representative cross section will be developed to illustrate the designs for each alternative.

Double Track Full Length Option. The Consultant will develop conceptual design alignments of a potential double track DMU alignment for the full length between Lake Oswego and Portland, where feasible. The Consultant will identify the necessary improvements needed to build a double track alignment to accommodate a DMU option.

Mixed Double and Single Track Option. The Willamette Shore Line right of way ranges from 17 feet to 60 feet in width. Therefore, there may be locations where a double track option is not feasible. The Consultant will develop conceptual design alignments for a potential double and single track to accommodate a DMU option.

DMU Operations Adjacent to Macadam through John's Landing. As previously mentioned, during the South/North Corridor Study a light rail alignment adjacent to SE Macadam Avenue was proposed that deviates from the Willamette Shore Line right of way. The Consultant will identify and design a DMU alignment that will utilize the proposed Light Rail alignment on the Willamette Shore Line right of way and adjacent to SE Macadam Avenue.

Sellwood Bridge. Currently, Multnomah County is studying the feasibility of replacing or rehabilitating the existing Sellwood Bridge in preparation for an Environmental Assessment. Potential issues with the Sellwood Bridge include number of lanes, bicycle/pedestrian improvements, alignment location, type of bridge, connection with Highway 43, right of way impacts, funding and construction. The consultant will identify issues and opportunities associated with the potential DMU operations alignment and potential Sellwood Bridge alignments and configurations.

### ***3.6 Multi-Use Trail***

Currently, the Willamette Greenway Trail exists along the Willamette River between Power Marine Park and Cottonwood Bay, with a few gaps in the trail system in between. There is a large gap in the trail system between South Waterfront Park and Cottonwood Bay and between Power Marine Park and Lake Oswego. The Consultant will develop conceptual design alignments for a multi-use path between Lake Oswego and Portland.

**3.6.1 Access** – This task relates to the design of Multi-Use Trail to connect and access important pedestrian and bicycle destinations in the corridor such as transit stations/stops, Willamette River, South Waterfront, Willamette Park, Sellwood Bridge, Lake Oswego Town Center, Urban Trails, Riverview Cemetery and the OHSU Tram, as well as commercial centers and residential neighborhoods. Designs of the Multi-Use Trail will be developed to accommodate the appropriate alignment in relationship with the surrounding land use.

Transit Stations/Stops. The Consultant will develop conceptual Multi-Use Trail that provides safe and efficient access between the Multi-Use Trail and existing and proposed transit stations and stops.

Pedestrian Bicycle and Pedestrian Destinations. The Consultant will identify pedestrian and bicycle access locations to major destinations within the corridor such as the Willamette River, South Waterfront, Willamette Park, Sellwood Bridge, Lake Oswego Town Center, Urban Trails, Riverview Cemetery and the OHSU Tram. In addition, the Consultant will identify major access locations to commercial and residential centers such as South Waterfront, John's Landing, SE Macadam Avenue, and Lake Oswego Town Center, where appropriate.

Park-and-Ride Facilities. The Consultant will prepare conceptual design alignments to connect to the potential park and ride facilities. The design will accommodate safe and efficient pedestrian and bicycle traffic entering and leaving the park-and-ride facilities.

Lake Oswego Transit Center Transit Center. The Consultant will identify and design improvements necessary for Multi-Use Trail to provide access the existing Lake Oswego Town Center. The Consultant will build upon on-going work that the Lake Oswego is doing as part of Transportation Management Plan for Downtown Neighborhoods, the Downtown transit Advisory Committee and the Foothills Design District.

**3.6.2 Civil Design** – This task relates to the development of conceptual designs for the alignments and associated improvements (i.e. walls, fences, structures, tunnels, grade crossings, pathways etc.). The consultant will develop conceptual drawings and cross-sections for each alternative that should include access to the major pedestrian and bicycle destinations mentioned above, structures and/or tunnels (length, width, height, and type), alignment (width, clearances and relationship to right-of-way, buildings, railroads, roads and natural resources). Representative cross section will be developed to illustrate the designs for each alternative.

Bicycle and Pedestrian Facilities on Highway 43. The Consultant will develop conceptual design alignments that provide for bicycles and pedestrians on Highway 43, where feasible. This option could include bike lanes and sidewalks along Highway 43 between Lake Oswego and Portland, including bike lanes and sidewalks on both sides of the street or a separated facility adjacent to Highway 43. The Consultant will design an alignment that is safe and compatible with the existing transportation system and meets the needs of the potential users.

Multi-Use Trail adjacent to the Willamette Shore Line Right of Way. The Consultant will develop conceptual design alignment for a Multi-Use Trail adjacent to the Willamette Shore Line Right of Way, where feasible between Lake Oswego and Portland. The Consultant will prepare a conceptual design alignment for a Multi-Use Trail adjacent to the Willamette Shore Line Right of Way. The Consultant will include the necessary improvements needed to make a Multi-Use Trail adjacent to the rail right of way a viable transportation and recreational alternative. This alignment will be safe and comfortable for the potential users as well as the surrounding neighborhoods.

Combination of a Multi-Use Trail and use of the Local and Regional Street System. As previously mentioned, right of way widths may constrain the potential options. The Consultant will identify potential alignment options that will fit within the existing right of way and identify potential right of way purchase opportunities to make a successful alternative. Where additional right of way cannot be purchased, the Consultant will identify roadways that may be used for pedestrians and bicycles access and is compatible with the surrounding neighborhoods.

**Product:**

1. Data being provided to Metro that is to be exported from CAD will be provided in such a way as to minimize data conversions. This requires that the CAD specialist using a naming methodology for their CAD layers that is compatible with Metro’s GIS software and provide a Data Dictionary in order to understand the grouping and naming of the data layers.

Another component of minimizing data conversion is the structure of the digital design files. For each alternative, all design elements that define the components that make the alternative unique will be provided in a single AutoCAD file. If there are five alternatives, Metro will be provided will five files that contain the all of the design work for that unique alternative. Metro will not ‘query out layers’ from a large single AutoCAD file.

The supported CAD formats include:

- AutoCAD drawing files (.dwg) up to AutoCAD 2004
  - All American Standard Code for Information Interchange (ASCII), binary, and partial drawing interchange files (.dxf) that comply with DXF standards up to AutoCAD 2004
  - MicroStation design files (.dgn) up to version 8
2. The consultant will develop plan drawings for each alternative that moves forward to the EIS phase. These drawings will include the alternative in relation to existing roadways, buildings, railroad tracks and natural resources. Plans will include the location and size of park and rides lots (structured or surface), new structures (ramps, bridges, docks etc) and potential ROW impacts. Plans will also include cross sections to help describe the alternative. Drawings should be at a scale of 1”=400’ with some detailed areas shown at 1”=200’. These detailed areas will include merge or transition points.
  3. The Consultant will provide a detailed Technical Memorandum/Report that describes the alignment and the opportunities and constraints associated with each of the potential alternatives.

#### **4.0 Develop Systems Engineering**

Tri-Met usually develops operating plans for transit alternatives. The Consultant may be required to assist in the development of a conceptual operating plan for each of the transit alternatives. This plan will include the development of operating scenarios for transit, determination of potential transfer locations and loads, identification of potential bus routing, determination of through routing of buses/transit and development of fleet size based on assumed transit vehicle types. Based on the operational needs, the consultant will assist in the determination of the appropriate wayside equipment for each alternative (i.e. signal systems needed for pre-emption, electrical substation etc). This task will also include the assessment of maintenance and operational needs associated with the increased level of transit in the corridor

#### **Product:**

System operation plan.

#### **5.0 Capital Cost Estimate**



The consultant will prepare capital cost estimates using FTA's Standard Cost Categories. FTA developed the SCC format for reporting, estimating and managing capital costs for all New Starts projects.

FTA's SCC format is structured to accommodate all possible project elements in the following ten categories:

1. Guideway and Track Elements
2. Stations, Stops, Terminals, Intermodals
3. Support Facilities: Yards, Shops, Admin Bldgs
4. Sitework & Special Conditions
5. Systems
6. ROW, Land, Existing Improvements
7. Vehicles
8. Professional Services
9. Unallocated Contingency
10. Finance Charges

**Product:**

- Capital Cost Technical Memorandum
- Completed FTA Standard Cost Category (SCC) Forms

**Attachment 2**  
**Resolution 05-3647**  
**Scope of Work Local Traffic Impacts**

## **1.0 General Task Description**

The purpose of this task is to identify and quantify the local traffic impacts that would occur with each of the Lake Oswego to Portland Transit and Trail alternatives, and to identify and discuss appropriate measures to mitigate the impacts. Metro staff will be responsible for assessing the regional (systemwide) traffic impacts associated with the alternatives.

The Contractor will prepare a work plan and budget outlining the general and specific details of their proposal. The work plan will indicate the general approach to each task, the staff members who will be doing the work (by task), the approximate number of hours of work proposed for each staff member (including persons employed by the subcontractors) for each task, and the proposed budget by task.

The consultant will participate in and prepare graphic materials for approximately eight public meetings, including project advisory committee meetings and open houses.

The Alternatives Analysis began in August 2005. To date, the Project Advisory Committee, made up of citizens representing South Waterfront, John's Landing, Unincorporated Multnomah County, Unincorporated Clackamas County, First Addition, and Downtown Lake Oswego have adopted a purpose and need and evaluation criteria for the project. The Technical Advisory Committee and the Project Advisory Committee are currently narrowing down the wide range of potential alternatives. Currently, the potential alternatives in addition to the 2025 No-Build could include:

- Bus Rapid Transit (BRT)
- River Transit
- Streetcar
- Light Rail
- DMU Rail Service
- Bicycle/Pedestrian Trail

## **2.0 General Task Descriptions**

The activities performed under this task include a preliminary traffic analysis of the alternatives to support the Alternatives Analysis process and identify potential alternatives to move forward into a Draft Environmental Impact Statement (DEIS). Tasks outlined below include analysis for the base year and 2025 p.m. peak hour analysis (a.m. or midday analysis may be requested if needed). Each traffic simulation and queuing and level of service analysis will include a No-Build scenario. The following describes the traffic analysis by alternative:

## **BRT**

The Contractor will:

- Conduct intersection level-of-service analysis at other major intersections on Highway 43/Macadam Avenue/State Street potentially impacted by the BRT alternative. This analysis would utilize the Highway Capacity Manual intersection analysis software or another generally accepted software package. The Consultant will provide LOS and queuing analyses four three sections of roadway.
  - Highway 43/SE Macadam Avenue (Ross Island Bridge to Bancroft/Hood)
  - Highway 43/SE Macadam Avenue (Bancroft/Hood through Taylor's Ferry)
  - Highway 43/State Street (Terwilliger through North Shore)
- Evaluate localized traffic impacts related to park-and-ride facilities and bus operations.
- Identify impacts to on-street and off-street parking supply adjacent to the alignment.
- Identify property access changes required by the alternative.
- Coordinate with local jurisdiction traffic engineers.

## **River Transit**

The Contractor will:

- Conduct intersection level-of-service analysis at other major intersections on Highway 43/Macadam Avenue/State Street potentially impacted by the alternatives. This analysis would utilize the Highway Capacity Manual intersection analysis software or another generally accepted software package.
- Evaluate localized traffic impacts related to park-and-ride facilities and bus operations.
- Identify impacts of the alternatives to on-street and off-street parking supply adjacent to the alignment.
- Identify of property access changes required by the alternative.
- Coordinate with local jurisdiction traffic engineers.

## **Streetcar**

The Contractor will:

- Conduct intersection level-of-service analysis at other major intersections on Highway 43/Macadam Avenue/State Street potentially impacted by the BRT alternative. This analysis would utilize the Highway Capacity Manual intersection analysis software or another generally accepted software package. The Consultant will provide LOS and queuing analyses four three sections of roadway.
  - Highway 43/SE Macadam Avenue (Bancroft/Hood through Taylor's Ferry)
  - Highway 43/State Street (Terwilliger through North Shore)
- Evaluate localized traffic impacts related to park-and-ride facilities and bus operations.
- Identify impacts of the alternatives to on-street and off-street parking supply adjacent to the alignment.
- Identify of property access changes required by the alternative.
- Coordinate with local jurisdiction traffic engineers.

## **Light Rail**

- Conduct intersection level-of-service analysis at other major intersections on Highway 43/Macadam Avenue/State Street potentially impacted by the LRT/DMU alternative. This analysis would utilize the Highway Capacity Manual intersection analysis software or another generally accepted software package. The Consultant will provide LOS and queuing analyses for three sections of roadway.
  - Highway 43/SE Macadam Avenue (Bancroft/Hood through Taylor's Ferry)
  - Highway 43/State Street (Terwilliger through North Shore)
- Evaluate localized traffic impacts related to park-and-ride facilities and bus operations.
- Identify impacts of the alternatives to on-street and off-street parking supply adjacent to the alignment.
- Identify of property access changes required by the alternative.
- Coordinate with local jurisdiction traffic engineers.

**Data:** The following is a brief description of the traffic-related data that will be available to the consultant.

1. Base year (2000) and forecast year (2025) trip generation inputs, which include population, households, housing by type, retail employment and total employment.
2. A description of the year 2000 and 2025 roadway system in the study area, which includes link speeds, capacities and the number of lanes. Also, a large-scale plot of the travel model network, which shows all zones, links, modes and centroid connectors in the study area.
3. Physical geometric configurations and signal operation data required for analysis of existing conditions at key intersections and/or grade crossings.
4. Copies of relevant planning documents from Clackamas County, City of Milwaukie, City of Portland, Multnomah County, Metro and Tri-Met.
5. Conceptual design drawings of each alternative. The design consultant will prepare the conceptual design drawings.
6. A description of Metro's traffic and transit-patronage forecasting methods.
7. Year 2025 PM peak one hour simulated traffic assignments, including link volumes and turning movements at key intersections to be analyzed.
8. Estimated daily and peak-hour auto, bus and pedestrian volumes at the major transit stations, park-and-ride lots and transit centers.

This list of data items may change as the design of the alternatives evolves.

### **3.0 Products**

Products of the traffic impact analysis task will include the following:

1. The Consultant will provide Metro with Memorandums that report the local traffic impacts analysis. The local traffic analysis will be used to narrow the wide range of alternatives and be summarized in the Lake Oswego to Portland Evaluation Report. This will describe the intersection level-of-service methods, the traffic simulation and queuing methods and other methods employed to complete the tasks described above.
2. The products will also include the analysis worksheets and computer simulations prepared for this study.

**Attachment 3**  
**Resolution 05-3647**  
**Scope of Work**  
**Public Involvement**

## **1.0 General Task Description**

The purpose of this task is to assist Metro staff in the implementation of the Communications and Public Involvement Plan for the project, which is included as Section 4 of this scope of work. The majority of the work program will be carried out by Metro and other agency staff, however specific assistance from the Contractor is required as detailed below.

## **2.0 General Task Descriptions**

### Task 1: Facilitated Community Discussions

Development of specific alignments, station locations and associated facilities will require small group discussions within the three main project segments – John’s Landing, the Unincorporated areas and Lake Oswego. Facilitated discussions will be used to reach community members from a variety of backgrounds throughout the three. Discussions will allow staff to get ideas from a larger segment of the corridor population, refine alternatives to be assessed, share findings and help narrow the choices to be considered. Discussions will be open to all community members. As much as possible, discussions will be hosted jointly by the project and the neighborhood, business, community or interest groups.

To facilitate scheduling these meetings, Metro staff will maintain a calendar of community meetings in the study area. Meeting promotion will be primarily achieved through collaboration with the host groups. Project advisory committee vice chairs will help promote participation, present and/or facilitate discussion at these meetings.

Contractor assistance will be required in the following areas:

- Development of facilitated meeting, or charette process. The contractor will make recommendations to Metro as to the type and style of facilitated meetings to be used to refine project alternatives.
- Facilitate up to 20 small group meetings, including scheduling and logistics. Metro and agency staff will also attend these meetings and will provide assistance. The 20 meetings estimate is used to describe the total level of effort and could be 20 meetings with 20 separate groups, or one meeting with a follow-up meeting for 10 groups or some other combination.
- Summarize the results of the meetings including lists of attendees, lists of community concerns and recommended changes to specific alternatives.

## Task 2: Visual Simulations

To help study committees and stakeholders visualize the alternatives being studied, static and/or animated visual simulations will illustrate potential alignments for transit and trail alternatives. On a segment-by-segment basis, these simulations will point out different conditions and show possible impacts. Simulations will be integrated with study web pages as much as possible.

The Contractor will perform the following tasks:

- Provide Metro with rationale for selecting either static or animated visual simulations to illustrate neighborhood compatibility of transit and trail alternatives
- Provide Metro with an estimate of the number of static and/or visual simulations that can be provided within a budget cap of \$20,000.
- Perform visual simulations in accordance with the first two elements of this task after reaching agreement with Metro on the approach.

## **3.0 Products**

Products of the Financial Analysis and Political Strategy task will include:

1. Up to 20 facilitated meeting summaries.
2. Up to 7 presentations before the TAC (2), PMG (2), LOPAC (2) and Steering Committee (1).
3. Hardcopy and digital static and/or animated visual simulations.

## **4.0 Overall Communications/ Public Involvement Plan**

### **4.1 Overview**

Currently Highway 43 serves as the primary north/south route in the study corridor. Existing traffic volumes on Highway 43 create substantial congestion during the peak hour of travel and this is expected to continue to increase.

Past studies in the corridor have concluded that significant roadway improvements are not feasible due to physical constraints. Current and previous studies have concluded that the transportation system management, transportation demand management, transit and bicycle and pedestrian improvements are more suitable for this corridor.

The Lake Oswego to Portland Transit and Trail Alternatives Analysis (LOAA) is a federal transportation alternatives analysis in which Metro is the lead agency. Metro Councilors Rex Burkholder and Brian Newman serve as co-chairs of the Project Steering Committee with representatives of local governmental and organizational partners from the cities of Portland and Lake Oswego, Multnomah and Clackamas Counties, TriMet, the Oregon Department of Transportation, Portland Streetcar Inc. the Eastside Transit Alternatives Analysis Project Advisory Committee Chair and Lake Oswego to Portland Transit Alternatives Analysis Project Advisory Committee Chair. The study will develop and evaluate transit and trail alternatives in the corridor and select a preferred or several promising alternatives to be advanced into the federal environmental analysis process.

### **4.2 Objective**

The purpose of public involvement during this analysis is to support the identification of alternatives for the study as well as the evaluation and refinement of identified alternatives and to guide the study towards a mutually agreed upon interagency recommendation for transit and trail improvements in the corridor. The community participation process is designed to ensure that community concerns and issues are identified early and addressed in the analysis process. For purposes of this study, community includes those who live, work or otherwise have a stake in the affected areas. Different levels and types of participation will be used throughout the process to ensure stakeholders have an opportunity for full participation.

### **4.3 Corridor Outreach Assessment**

From an outreach perspective the Lake Oswego to Portland corridor is unique. It divides naturally into three very distinct geographic areas, each with very different issues and concerns.

- John's Landing – South waterfront area to the north of the Sellwood Bridge
  - Critical issues: safety, coordination with ongoing economic development, congestion relief
- Unincorporated areas of Multnomah and Clackamas counties – south of the Sellwood Bridge and north of Lake Oswego along Highway 43
  - Critical issues: stability of residential areas, congestion relief
- City of Lake Oswego



- Critical issues: coordination with local land use and economic development efforts, congestion relief

Stakeholders identified in these areas include residential property owners, business owners, long-term leaseholders, retail interests, neighborhood associations, local governments and other regional interest groups such as bicycle and trail advocates.

In addition to these three areas, several neighboring communities are potentially impacted and interested in the outcome of this analysis. These areas include: Sellwood, South Waterfront, the City of West Linn and the City of Oregon City. Every effort will be made to keep these communities informed, provide opportunities for participation at key decision points throughout the process and identify and suggest prioritization of related issues impacting these communities.

Recommended outreach methods will vary throughout the corridor to meet stakeholder needs along the three segments. In the John's Landing and City of Lake Oswego, we will be able to rely heavily on existing community groups and neighborhood/business associations as well as concurrent study groups: Milwaukie Light Rail Transit Project DEIS, Sellwood Bridge Environmental Assessment, South Waterfront South Portal Study, Lake Oswego Downtown Transit Advisory Committee, Lake Oswego Transportation Management Plan for Downtown Neighborhoods and Lake Oswego Foothills Design District Project Summary and Refinement Plan. In the unincorporated areas in between, we will work with existing neighborhoods and community networks connected with Riverdale School District.

Outreach efforts will also take into account numerous past plans and studies done in all three areas that may provide additional knowledge and direction to this study.

#### **4.4 Stakeholder Interviews**

To begin identifying critical issues and effective opportunities for engaging stakeholders in the study area, 32 interviews were conducted with stakeholders in John's Landing, the unincorporated areas, the City of Lake Oswego and with interest groups such as the bicycle and pedestrian community and OHSU. The interviews used open-ended questions to identify community concerns and potential solutions of residents and business owners in the study area.

#### **4.5 Project Advisory Committee**

Dave Jorling, a resident of the First Addition neighborhood and member of the Lake Oswego Downtown Transit Alternatives Advisory Committee was elected chair of the project advisory committee. In order to accommodate the differing needs of the three segments of the study area, three vice chairs were also chosen from the 21-member project advisory committee. The vice chairs will represent the views and provide vital liaison roles with their respective geographical areas as defined below:

- John's Landing – vice chair is Vern Rifer, a member of the John's Landing Condominium Association

- Unincorporated areas – David Reinhart, a Willamette Shoreline right-of-way resident
- Lake Oswego – Rick Saito, a Foothills property owner, President of the North Macadam Development Council and Chair of the North Macadam Urban Renewal Advisory Committee

#### **4.6 Public Involvement Methods**

The following communication/outreach methods will effectively enable us to support the technical work during the analysis:

##### ***4.6.1 Web Site***

Metro's web site will include background and evolutionary information pertaining to the Lake Oswego to Portland study. This will include information about alternatives and evaluation, opportunities for public engagement and a schedule of meetings. The web site will use accessible technology and offer the opportunity to submit comments and request further information about the study. The web site will be updated regularly throughout the process and will be linked to appropriate study partner websites.

Prior to the selection of an alternative(s) to forward to the environmental analysis process, Metro anticipates fielding an online instrument. The questionnaire will provide interested stakeholders with a quick and easy, though unscientific way to offer feedback on a preferred alternative.

Given that 70 percent or more of Metro area households have access to the Internet, it is an important means of communication with the broader public, especially those who might not wish or be able to attend meetings or public hearings.

##### ***4.6.2 Transportation Hotline***

The Metro Transportation Hotline (503) 797-1900 will be updated regularly to provide up-to-date information about public involvement opportunities and key decision points. The hotline will also offer community members a convenient method for requesting information about the Lake Oswego to Portland corridor and commenting on the study. The mailbox will be checked weekly.

##### ***4.6.3 Informational Materials***

The first newsletter is expected to include a project timeline, background information, a description of the process and timeline for the project and dates for any upcoming meetings. Future newsletters will likely outline the study alternatives and results of the evaluation of alternatives.

We expect to prepare a number of fact sheets during the course of the study. The first fact sheet will act as a study primer to support the initial outreach activities and community meetings. Subsequent fact sheets will inform stakeholders about alternatives and evaluation.

Information will be translated into languages other than English or translators may be hired to supplement communications efforts if community outreach identifies potentially impacted non-English speaking residents.

#### ***4.6.4 E-newsletters / Metro Councilor Newsletters***

Project information will be included in Metro Planning e-newsletters and Metro Councilor newsletters as available and appropriate throughout the study. Both newsletters will provide additional opportunities to announce scheduled meetings, share study results at key decision points and notify a broad public about public comment periods. Recipients and study partners will be invited to share the information with their mailing/e-news lists.

#### ***4.6.5 Mailing List***

The study will maintain an active mailing list and will seek to expand the distribution of study materials through libraries, schools, senior centers, key recreational facilities and other public destinations. Metro will develop and maintain a study mailing list. This list will be developed by “borrowing” names from existing mailing lists (Transportation/Growth Management (TGM) studies, urban renewal groups, neighborhood groups, community groups, local governments, interested persons and other Metro studies and partner lists).

#### ***4.6.6 Media Outreach and Advertising***

Media outreach, specific emphasis on community newspapers and corridor specific neighborhood publications, will ensure that the general public is informed about meetings, workshops, key decision points and opportunities for involvement. Outreach to the media will include reporter and editorial briefings, news releases at key decision points and meeting notices..

Media advertising will target the Lake Oswego Review, West Linn Tidings, Oregon City News, Sellwood Bee and the southwest zone of the Oregonian. In addition, a list of neighborhood and community newsletters and non-daily newspapers will be compiled so that Metro can share meeting dates and provide study-related articles for publication.

#### ***4.6.7 Facilitated discussions with community groups***

Facilitated discussions will be used at key decision points to reach community members from a variety of backgrounds throughout the three segments of the study area. Discussions will allow staff to get ideas from a larger segment of the corridor population, refine alternatives to be assessed, share findings and help narrow the choices to be considered. Discussions will be open to all community members.

As much as possible, discussions will be hosted jointly by the project and the neighborhood, business, community or interest groups. To facilitate scheduling these meetings, a calendar of community meetings in the study area will be compiled. Meeting promotion will be primarily achieved through collaboration with the host groups. Project advisory committee vice chairs will help promote participation, present and/or facilitate discussion at these meetings.

On an ad-hoc basis, working groups for each study segment will be convened by the vice chair representing that segment. Meetings will be used to draw on local expertise related to each geographic area along the corridor. Citizens, businesses and other interested parties will be invited to participate.

#### ***4.6.8 Study-Sponsored Meetings***

An open house and/or workshop will be held in each of the three segments of the corridor. These meetings will be held during the evaluation phase to share preliminary findings about alternatives and seek input about which alternatives merit further study. A newsletter or other materials will be developed to support community participation opportunities.

#### ***4.6.9 Animated Visual Simulations***

To help study committees and stakeholders visualize the alternatives being studied, animated visual simulations will illustrate potential alignments along for transit and trail alternatives. On a segment-by-segment basis, the simulation will point out different conditions and show possible impacts. Simulations will be integrated with study web pages as much as possible.

#### ***4.6.10 Public Comment Report***

Complete records of public comments received along with a catalog of ads, newspaper articles and publications will be compiled for distribution to the Project Steering Committee, Metro Council, partner councils, commissions and/or board members and other interested parties.

#### ***4.6.11 Public Hearings***

The LOPAC will host a public forum/listening post to hear community feedback on the committee's preliminary recommendation to the Project Steering Committee. In addition, public hearings will be held before the Metro Council and partner elected bodies, prior to consideration of a preferred alternative(s). A minimum 45-day notice will accompany these hearings.

**Attachment 4**  
**Resolution 05-3647**  
**Scope of Work**  
**Financial Analysis and Political Strategy**

## **1.0 General Task Description**

The purpose of this task is to develop financial strategies to support the project alternatives under study, and to assist Metro in the development of political strategies to secure regional support and federal funding for the project. The Contractor will prepare funding scenarios for the alternatives based on capital costs developed through the Conceptual Design task as well as operating costs developed by Metro and TriMet based on output of the regional travel demand model and operating plans for each alternative. The Contractor will also provide assessments of the likelihood of federal funding through the emerging FTA Small Starts program and prepare strategies to secure local funding for the project.

The Contractor will prepare a work plan and budget outlining the general and specific details of their proposal. The work plan will indicate the general approach to each task, the staff members who will be doing the work (by task), the approximate number of hours of work proposed for each staff member (including persons employed by the subcontractors) for each task, and the proposed budget by task.

The consultant will participate in and prepare materials for project committees including the project's Technical Advisory Committee (TAC), Project Management Group (PMG) Lake Oswego to Portland Project Advisory Committee (LOPAC) and Steering Committee.

The project is currently narrowing down a wide range of potential alternatives. Currently, the potential alternatives in addition to the 2025 No-Build could include:

- Bus Rapid Transit (BRT)
- River Transit
- Streetcar
- Light Rail
- DMU Rail Service
- Bicycle/Pedestrian Trail

## **2.0 General Task Descriptions**

### Task 1: Financial Analysis

The Contractor will provide financial analysis of the alternatives under study based on the capital, operating and maintenance costs estimated by Metro and TriMet. For each alternative, the Contractor will provide a list of potential capital funding sources for the project including the following general categories:

- 1.1 Federal Funding, including Federal Transit Administration capital funding sources that include, but are not limited to:
  - a. New Starts (s. 5309)
  - b. Small Starts (s. 5338)
  - c. Bus Capital program
  - d. Surface Transportation Program (STP)
  - e. Congestion Management and Air Quality (CMAQ) program
  - f. Other targeted federal funding such as Job Access and Reverse Commute (JARC) that may be appropriate for specific alternatives or components of alternatives.
- 1.2 State Funding, including capital funding sources through the Oregon Department of Transportation or other agencies
- 1.3 Local Funding, including capital funding sources that focus specifically on funding options available to the cities of Lake Oswego and Portland that could include but not be limited to:
  - a. Urban renewal district funding through the Portland Development Commission or the Lake Oswego Urban Renewal Agency
  - b. The establishment of Local Improvement Districts or Benefit Assessment Districts
  - c. Voter-approved funding options
- 1.4 Operations and Maintenance Funding, including but not limited to the following:
  - a. TriMet municipal, self-employed and employer payroll taxes
  - b. Other potential TriMet operating revenue sources
  - c. Private operating subsidies including LIDs, BADs, or annualized value capture from increased development
  - d. Other local government operating subsidies
  - e. User-based operating subsidies
- 1.5 Summary of Task 1 Findings. The Contractor will provide a technical memorandum summarizing the findings of Tasks 1.1 to 1.4 for review by the TAC and PMG.

## Task 2: Financial and Political Feasibility Analysis

In this task, the Contractor will analyze the potential capital, operations and maintenance funding sources for their political and financial feasibility and will recommend a preferred package for each alternative.

- 2.1 Assessment of Financial and Political Feasibility. For each alternative and/or funding source, the Contractor will provide the following:
  - a. Assessment of revenue potential

- b. Institutional opportunities and constraints
- c. Compatibility with authorizing legislation
- d. Application of funding scenarios to the alternatives
- e. Likelihood of implementation based on local political and public support
- f. Ability of alternative to maximize potential revenue sources
- g. Ability of an alternative to compete for FTA funding
- h. Analysis of the impact of potential project funding sources on other regional FTA New Starts and Small Starts funding priorities, i.e. Eastside Transit Project, Milwaukie Light Rail Project and Columbia River Crossing Project.

2.2 Summary of Task 2 Findings The Contractor will provide a summary of findings technical memorandum to be shared with the TAC and PMG for comment that includes the results of Task 2.1.

### Task 3: On-going Strategy Development and Support

In addition to the above tasks, the Contractor will provide on-going strategy support to Metro staff relating to emerging guidance on the FTA Small Starts program and local financial and political opportunities on an as-needed basis. For cost estimation purposes, assume up to 10 hours per month of on-call assistance for the duration of the project.

### **3.0 Products**

Products of the Financial Analysis and Political Strategy task will include:

1. Two technical memoranda summarizing the results of Tasks 1 and 2, and the spreadsheets used to perform the analyses.
2. Up to 6 presentations before the TAC (2), PMG (2), LOPAC (1) and Steering Committee (1).
3. Technical memoranda as required for on-going strategy support, included as part of Task 3.



**METRO**  
600 NE Grand Ave.  
Portland, OR 97232-2736  
(503) 797-1700

# Standard Public Contract

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**For Public Contracts Under \$50,000**

CONTRACT NO. \_\_\_\_\_

## PUBLIC CONTRACT

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

### ARTICLE I SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

### ARTICLE II TERM OF CONTRACT

The term of this Contract shall be for the period commencing \_\_\_\_\_, 20\_\_\_\_ through and including \_\_\_\_\_, 20\_\_\_\_.

### ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work.

### ARTICLE IV LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR'S labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

### ARTICLE V TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect, consequential damages or any other damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.





# Standard Public Contract

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## ARTICLE VI INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR'S expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. **Metro, its elected officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.**

B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. **METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.** Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work

## ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A & B, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279C.800 to 279C.870, the Contractor shall pay prevailing wages and shall pay an administrative fee to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. Contractors must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Contractor must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against Metro on account of any labor or material furnished. Contractors are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

For public improvement work all contractors must demonstrate that an employee drug-testing program is in place.



**METRO**

600 NE Grand Ave.  
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# Standard Public Contract

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## ARTICLE VIII ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

## ARTICLE IX QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

## ARTICLE X OWNERSHIP OF DOCUMENTS

Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of Metro, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon Metro request, Contractor shall promptly provide Metro with an electronic version of all Work Products that have been produced or recorded in electronic media. Metro and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

## ARTICLE XI SUBCONTRACTORS

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR'S compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

## ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR'S performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.



# Standard Public Contract

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## ARTICLE XIII SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

## ARTICLE XIV INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any procurement documents including, but not limited to, the Advertisement for Bids, Proposals or responses, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

## ARTICLE XV COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

## ARTICLE XVI INTERGOVERNMENTAL COOPERATIVE AGREEMENT

(Requires competitive solicitation) – Pursuant to ORS 279A and Metro procurement rules, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under the terms and conditions of the resultant contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro. Any estimated purchase volumes listed herein do not include other public agencies and Metro makes no guarantee as to their participation. Any bidder, by written notification included with their solicitation response may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. Will your company participate in Intergovernmental Cooperative Purchasing?  Yes;  No. If No, please explain on a separate sheet of paper

## ARTICLE XVII ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

\_\_\_\_\_  
CONTRACTOR NAME

METRO

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_