

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE) RESOLUTION NO. 02- 3256
ISSUANCE OF A REQUEST FOR PROPOSALS)
FOR PERSONAL SERVICES FOR THE) Introduced by Councilor
HIGHWAY 217 CORRIDOR STUDY) Rex Burkholder

WHEREAS, on August 10, 2000 the Metro Council adopted Metro's 2000 Regional Transportation Plan (RTP) Update as the regional functional plan for transportation under ORS 268.390 and the regional "metropolitan transportation plan" required by federal law as the basis for coordinating federal transportation expenditures; and

WHEREAS, Chapter 6.7.6 of the 2000 Regional Transportation Plan lists specific corridors where a transportation need has been identified and a major corridor planning study is needed to determine the function, mode and general location of an improvement before a project can be fully defined for implementation; and

WHEREAS, due to the large number of corridors that require additional planning and the resources required to undertake these studies, Metro undertook a regional effort to develop a strategy for their completion as part of the Corridor Initiatives Project; and

WHEREAS, on July 26, 2001 the Metro Council adopted Resolution No. 01-3089 endorsing the findings and recommendations of the Corridor Initiatives Project, which included commencing planning efforts for the Highway 217 and Powell/Foster Corridors; and

WHEREAS, on January 3, 2002 Metro submitted a Grant Application to the Federal Highway Administration (FHWA) for \$400,000 under the Value Pricing Pilot Program; and

WHEREAS, on September 24, 2002 Metro executed a three-party Grant Agreement with FHWA and the Oregon Department of Transportation (ODOT) to receive \$400,000 in federal FHWA funds and provide \$100,000 local match that would fund the Value Pricing portion of the Highway 217 Corridor Study; and

WHEREAS, Metro is the project lead for the study, our project partners include FHWA, ODOT, Washington County, TriMet, the Cities of Beaverton and Tigard, and other local jurisdictions; and

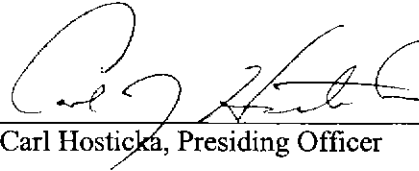
WHEREAS, Metro, Washington County and the Cities of Beaverton and Tigard will provide the local match for the study; and

WHEREAS, the study requires consultant assistance for conceptual design and traffic engineering, financial and economic analysis, and public involvement; and

WHEREAS, Metro Code Section 2.04.026 (D) requires Council approval for any contract for personal services for a term greater than 12 months and in an amount greater than \$50,000; now therefore

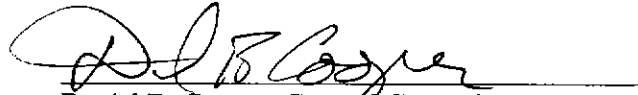
BE IT RESOLVED, the Metro Council hereby authorizes the issuance of a Request for Proposals (Exhibit A) for a consulting services agreement(s), and authorizes Acting Chief Operating Officer to execute multi-year contract(s) with the most responsive proposer(s) in a form substantially similar to that included in Exhibit A.

ADOPTED by the Metro Council this 10th day of December, 2002.



Carl Hosticka, Presiding Officer

Approved as to Form:



Daniel B. Cooper, General Counsel

Request for Proposal
No. 03-1044-PLAN

Request for Proposal: Highway 217 Corridor Study

(Includes Architectural & Engineering Services)

Metro

Statement of Proposal due date: _____, 4:00 pm/PST

ODOT - PCMS BID #21561

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1.0 Introduction

Metro (Agency) is seeking one or more Contractor(s) to provide Conceptual Design, Traffic Engineering, Public Involvement and Financial and Economic Analysis services. All firms submitting proposals are referred to as Proposers in this document; after negotiations, the awarded proposer(s) will be designated as Contractor(s). The Contractor(s) will provide assistance with a corridor refinement planning effort for the Highway 217 corridor. The Contractor(s) will provide the above named services in support of development, evaluation and refinement of transportation alternatives for the Highway 217 corridor.

The contract(s) is anticipated to start February 2003 and will cover approximately a one and a half year period. The total current value of the contract(s) are estimated to total approximately \$405,000. A preliminary estimate of contract costs is contained in Attachment D. Agency reserves the right to amend this contract for additional time and/or money contingent upon need and the availability of approved funding.

Multiple Contractors may be hired from this solicitation. There are three separate service areas being solicited as part of this RFP. Proposers may bid on any one or more of the three areas: Conceptual Design and Traffic Engineering, Financial and Economic Analysis and Public Involvement. The Contractor roles are set forth in section 3.0 of this document. Each of the three specialty areas will be evaluated and reviewed separately. In each case, the highest scoring proposal for that specialty will be selected for Contract negotiations.

Contract payment is based on a time and materials reimbursement. The performance is based on deliverable products and outcomes. The anticipated deliverables are described in Section 3. The selected Proposer and the Agency will negotiate the final description of work tasks and deliverables, within the scope of what is advertised here, for inclusion in the contract.

DUE DATE: Six (6) copies of your Statement of Proposal (SOP) must be received by January 15, 2003 on or before 4:00 p.m. Pacific Standard Time, to:

Scott Moss
Administrative Services Department
Metro
600 NE Grand Avenue
Portland, OR 97232

One (1) copy must bear an original signature. The envelope or a delivery top cover sheet must list the Request For Proposals (RFP) #, the project name, the Contract Administrator's name, and the due date and time. Mis-deliveries, late, and faxed submittals will not be accepted; please do not wait until the last minute. Proposers must submit their SOP in writing, and must respond to all requirements set forth in the RFP.

One copy of the Cost Proposal should be received by January 15, 2003 on or before 4:00 p.m. Pacific Standard Time, to:

Jodie Kotrlik
Planning Department
Metro

600 NE Grand Avenue
Portland, OR 97232

A pre-proposal conference is scheduled on January 2, 2000, at 10:00 am PST, Metro Regional Center, 600 NE Grand Avenue, Portland OR, room _____. Attendance is not mandatory. The purpose of the conference is to explain the RFP requirements and to answer any questions Proposers may have. Proposers are cautioned that the official RFP requirements will change only by written addenda issued by the Agency.

All inquiries, relating to the RFP process, administration, deadline or award, or to the substantive technical portions of the RFP, should be directed to:

Bridget Wieghart
Corridor Planning
Metro
600 NE Grand Avenue
Portland, OR 97232

Telephone: (503) 797-1775
FAX: (503) 797-1949
Email: wieghartb@metro.dst.or.us

Proposers may submit questions to the person above. Any questions regarding the intent of the work or technical aspects of the work must be submitted in writing (mail, fax or email). **All questions must be received not later than seven (7) days prior to SOP deadline.** Substantive questions and answers will be made available to all known RFP recipients; and when appropriate, revisions, substitutions, or clarifications will be issued as official addenda.

Proposers who believe RFP specifications are unnecessarily restrictive or limit competition may submit a protest to the Contract Administrator. Protests concerning the RFP, including requests for change of particular provisions, specifications, or contract terms and conditions, must be submitted in writing to the Contract Administrator **not later than seven (7) days prior to the close of the RFP.** Any Protest must include the reason for the protest, supported by documented factual information, and any proposed changes to the requirement. Agency will not consider any solicitation protest submitted after the deadline established in the RFP. The Agency will review the protest, and the Contract Administrator shall respond in writing.

When appropriate, revisions, substitutions, or clarifications shall be issued as addenda to the RFP. Changes/modifications to the RFP shall be recognized *only* if in the form of written addenda issued by the Agency. The Agency shall provide mailed copies of any addenda to all known RFP recipients. Anyone who has received a copy of this RFP from somewhere besides directly from Agency will only be alerted to the existence of any addenda by checking with us.

The SOP must be signed by a duly authorized representative empowered to bind the Proposer. Unless subject to a timely protest or otherwise provided in this solicitation, by submitting the SOP, Proposers agree to be bound by the Standard Terms and Conditions for Personal Service Contracts as set out in the attached sample contract (Attachment B), and the requirements specified in this solicitation.

2.0 Background

Oregon Highway (ORE) 217 is the major north-south transportation route for eastern Washington County. For most of its length, it consists of four through lanes and two auxiliary lanes between interchanges. Designated as part of the National Highway System (NHS), traffic volumes have grown significantly with the development of the County. From 1989 to 1998 the daily traffic volume on ORE 217 has increased from 99,600 vehicles per day to 118,200 per day. This represents a 19% increase, or an average of 2.1% per year. Current peak hour volume reaches over 10,500 vehicles per hour or on average about 1,750 vehicles per hour per lane, which represents about 100% of the available capacity.

Recent transportation planning efforts, ODOT's Western Bypass Study, Metro's 2000 Regional Transportation Plan, and the Oregon Highway 217 Initial Improvement Concepts Technical Memorandum, all recognize the need for at least one additional through lane in each direction in this corridor. It has also been concluded that three through lanes plus auxiliary lanes or braided ramps in each direction is the maximum that can fit within the right of way envelope without significant impacts. See the Draft Oregon Highway 217 Corridor Study Background Report (May 16, 2002) for more information on recent studies and related findings.

This work program is designed to facilitate the selection, and promote the implementation, of transportation strategies for Highway 217 between I-5 and US 26. A series of highway improvement alternatives will be developed and analyzed. Engineering and operational characteristics, public acceptance and financial feasibility will be evaluated. Alternatives include bringing this facility to six through lanes throughout its length plus braided ramps or auxiliary lanes. General Purpose and managed lane approaches (including carpool and peak period priced lanes) will be evaluated for the new capacity. Interchange arrangement will be analyzed and refinements proposed. In addition, varying levels of transit service, demand and system management strategies and arterial improvements will be considered as a complement to highway improvements.

A significant public involvement effort is anticipated as part of this study. Separate work programs have been developed to describe the technical and public involvement components, which will be undertaken together. The outreach efforts will be keyed into major technical milestones and information obtained from the public will feed back into the technical effort.

Project Goals and Study Process

- ◆ Develop an appropriate range of improvement strategies that address corridor transportation needs to the level of detail necessary to commence the appropriate National Environmental Protection Act (NEPA) process and begin more advanced planning.
- ◆ Consider innovative demand and system management and financing approaches, including High Occupancy Vehicle (HOV) lanes and value pricing, and make a determination as to whether they are appropriate for this corridor.
- ◆ Establish a phasing plan that identifies projects and strategies that can be implemented in the near, short and long-term.
- ◆ Build public understanding of, and support for, the selected transportation improvement strategies.

These goals will be accomplished through the following study process:

1. Establish consensus on the problem to be addressed and the objectives for improvements in the corridor, and define measures to evaluate the alternatives.

2. The study process will build to the extent possible upon existing work already completed. It will rely heavily on the Initial Concepts Report for background transportation analysis. It will rely on local plans for land use and will not undertake new land use planning. Consideration of new land use issues will be limited to those directly related to the highway facility, such as development of an interchange management plan.
3. Develop a series of comprehensive transportation improvement strategies, given different levels of funding, which are consistent with regional and local plans, and that address the objectives for the corridor plan.
4. Perform an analysis of transportation performance, environmental effects and financial feasibility on the alternatives, which is appropriate for a corridor plan.
5. Refine the range of alternatives and establish phasing and financing plans that allow for implementation of strategies and projects in the near, short and long terms.
6. Undertake a public involvement program that provides timely information and an opportunity for community input to ensure participation of the public in the development and selection of transportation improvement strategies.

Metro is the project lead. Project partners include FHWA, ODOT, Washington County, Tri-Met, the Cities of Beaverton and Tigard, and other appropriate local jurisdictions. It is anticipated that the study will take approximately 17 months after start up activities are complete. At this time it is anticipated that the contract work would commence in February 2003 and be complete in June 2004.

Figure 1 provides a graphic overview of the anticipated study process if the study determines that the range of promising alternatives coming out of the first evaluation requires a second round of evaluation and refinement before moving into an Environmental Impact Statement (EIS) process. Considering the complexity of the corridor and the alternatives being considered at this point, it would typically be expected that a second round of evaluation would be needed. *Figure 2* provides a shorter alternative that could be implemented if the study determines that the range of alternatives coming out of the first evaluation is sufficiently narrow that they can go directly into an EIS.

Figure 1: Study Process

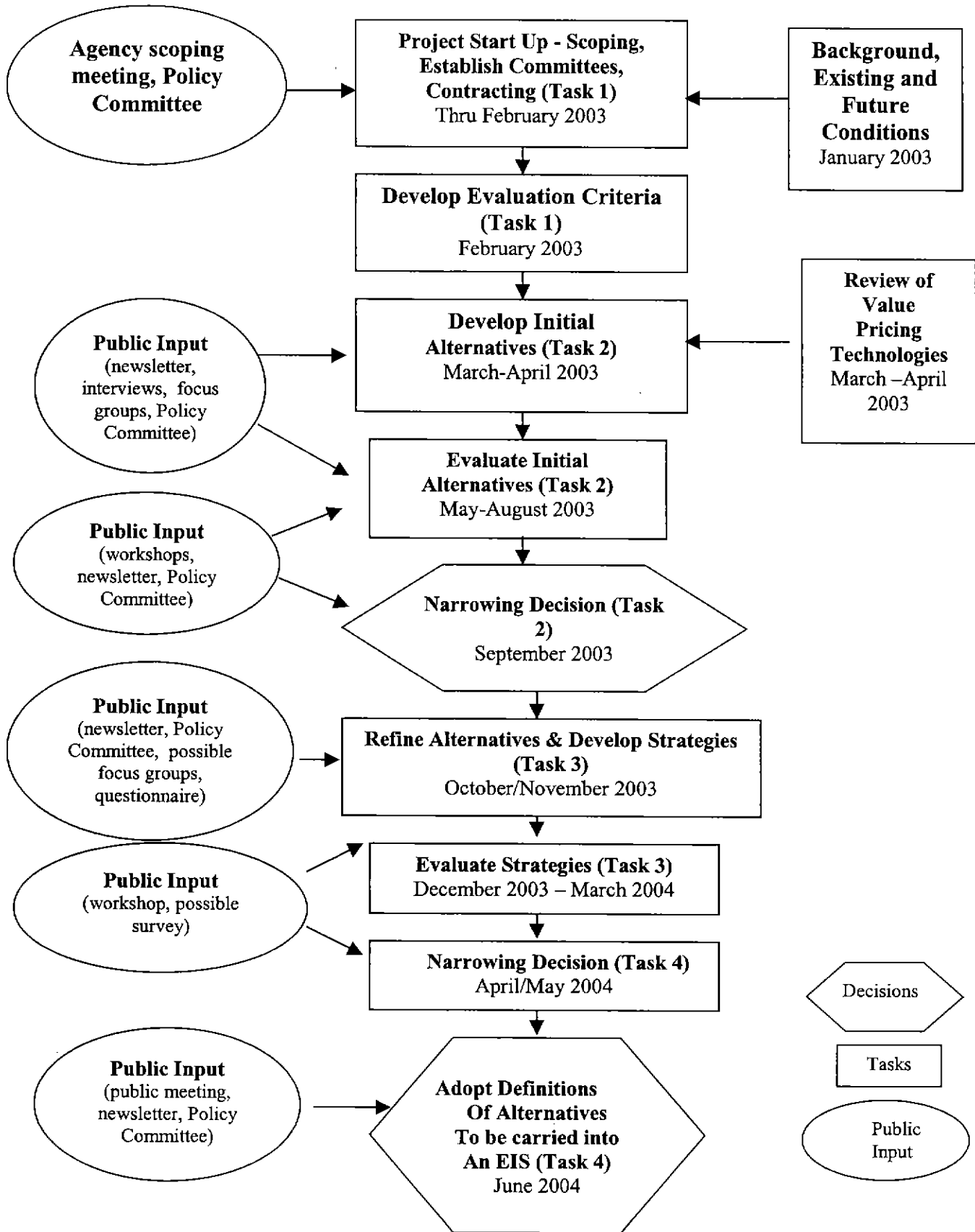
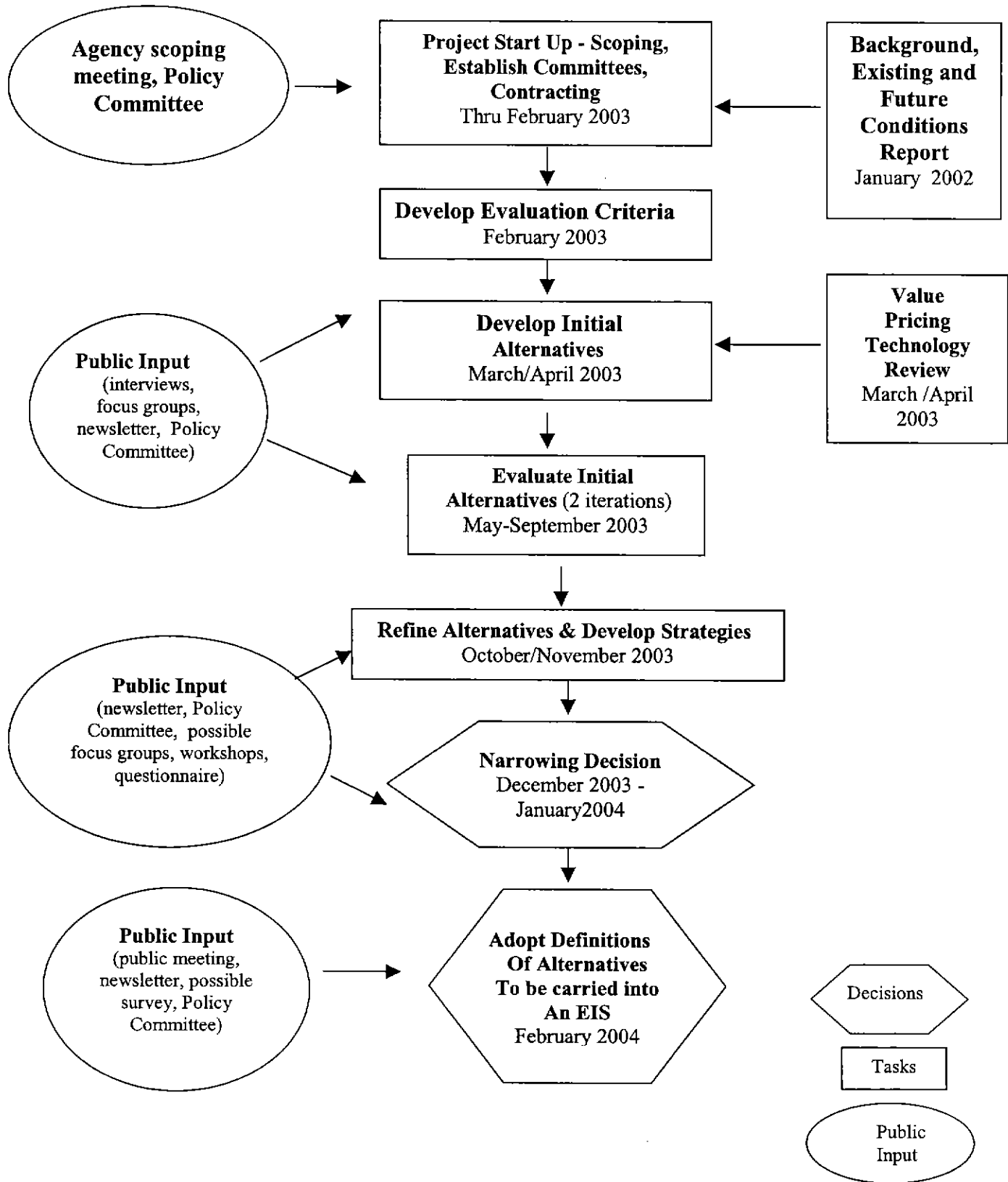


Figure 2: Alternative Study Process (If Alternatives Narrow Early)



3.0 Proposed Work Tasks & Products

The Scope of Work in Attachment C sets forth the overall scope of work of the entire study, including work by Metro and jurisdictional staff. Metro will serve as the overall project manager, will take the lead on the travel modeling, preparation of public reports, much of the day to day public involvement and staffing of the study advisory committees.

Contractor roles are also detailed in Attachment C. For each task in which consultants will have significant responsibilities, the relevant Contractor specialty/ies is/are highlighted. The contractor deliverables are outlined in a box at the end of each task in which a significant Contractor role is expected. A more detailed schedule of deliverable will be developed as the project progresses, but a schedule of tasks and major milestones is presented in Figure 1 of this document.

The Contractor work falls into three broad categories: Conceptual Design and Traffic Engineering, Finance and Public Involvement. Consultants are permitted to join together into teams to bid on all three elements or to bid separately on one or more of the elements. Below is an overview of each Contractor work area and a list of the tasks from the associated scope of work in which significant participation is expected. Look in the scope work for a complete description.

Conceptual Design and Traffic Engineering

This team is responsible for conceptual design and traffic engineering of all alternatives. Conceptual design will build on work already completed by ODOT in the Initial Concepts Report. That work developed three generic alternatives for the purposes of identifying major constraints issues and ballpark costs. This contract will take that work and build on it to develop a number of more specific alternatives to a greater level of detail in a two-phase evaluation process. Key issues to address include design of braided ramps, lane access and operations (including HOV and value priced alternatives), interchange and over-crossings. Products include CAD drawings and capital and operational cost estimates. The traffic engineer will be responsible for analysis of freeway, ramp and intersection operations and development of roadway operation plans (including value priced and carpool lanes).

The Conceptual Design and Traffic Engineering contractor work includes significant participation in the following tasks:

1.9, 1.10, 2.1-2.5, 2.7-2.9, 3.1-3.3 and 3.5-3.8. See the attached scope of work for details.

Finance

This team is responsible for a financial and cost/benefit analysis of all alternatives in a two-phase evaluation process. It involves significant coordination with Metro's travel forecasting section in the model specification of peak period pricing alternatives.

The Finance contractor work program includes significant participation in the following tasks:

1.9-1.10, 2.3, .26, 2.7-2.9, 3.1 and 3.7-3.8.

Public Involvement

This team is responsible for assistance with stakeholder interviews, surveys, focus groups and a series of community workshops. This team is also responsible for provision of strategic advice at several key points during the study. The specific number and nature of the public involvement tasks and elements are subject to change as the project unfolds and public involvement issues and needs are more fully identified (see task 5.1, Evaluation and Refinement of Public Involvement Plan). Considering that the tasks are subject to refinement and change, it is a requirement that the public involvement team include a public involvement firm, with capabilities for stakeholder interviews, strategic advice, facilitation and meeting organization, and a market research Contractor.

Specific tasks that involve significant participation from the Public Involvement Contractor team are:

1.9-1.10, 2.7-2.9, 3.7-3.8, 5.1-5.4, 5.8, 5.14 and 5.17.

See Attachment C for complete Technical and Public Involvement work programs and products.

If Agency determines that any deliverables are not acceptable and that any deficiencies are the responsibility of the Contractor, Agency shall prepare a detailed written description of any deficiencies and an associated time frame for correction, and deliver such notice to Contractor. Contractor shall correct any deficiencies at no cost to the Agency. If the corrective work causes any project delays, the Contractor will submit a plan for regaining the project schedule for remaining work under the Contract, unless otherwise allowed by Agency. If Agency determines the Contract schedule must be modified, a contract amendment will be initiated. If the identified deficiencies have not been corrected within the specified timeline, Agency may, in accordance with Section 13 of this Contract: (i) terminate this Contract without payment or any further obligation or liability of any kind; or (ii) require Contractor to continue to correct the deficiencies, reserving this same right to terminate at any time.

4.0 Required Contents for Proposals

4.1 Cover Sheet: The Proposal must include a completed Cover Sheet (refer to **Attachment A**).

4.2 SOP Format and Page Length Limitation:

The SOP must be organized in accordance with the list of scored criteria in this section. The SOP must not exceed 30 pages, *excluding* Cover Sheet, DBE Goal, Tabs, and Index. If a Proposer submits a proposal exceeding this limit, we will forward the pages up to that allowable number, and physically remove and destroy any beyond that number.

One (1) Page is defined as: one side of a single 8-1/2" x 11" page, with 12-point minimum font size for the substantive text. Any page or partial page with substantive text, graphics, charts, resumes, etc., will be counted as one page. Proposers may use their discretion for the font size of other materials (e.g. graphics, charts). Proposers are to submit SOPs on recycled 20# white bond paper without binders or cover-stock, and stapled in the upper left corner.

4.3 DBE Participation Goal:

Refer to the Agency DBE Program Policy as described in **Contract Exhibit C**.

The assigned Disadvantaged Business Enterprise (DBE) participation goal for this Contract is _____ percent (%).

Proposers shall include the name, address and brief description of work proposed to be generally committed to each certified DBE where noted on the Cover Sheet (**Attachment A**.)

Prime Contractors with their own DBE certification will be given credit for meeting the full DBE goal.

4.4 No Fee Schedule

Costs will not be evaluated as part of the selection process. Costs will be negotiated after a Proposer is selected. The following information about costs will apply after a selection is made.

A. Salary and Fee Schedule

An Initial Salary and Fee schedule for any Proposer selected for contract negotiation, must be submitted **no later than three (3) days** after the Proposer's notification of selection. The Initial Salary and Fee schedule must include the Calculation of Overhead Rate, and Breakdown of Billing Rates as set out in Exhibit A part 3 of the attached sample contract. The selected Proposer is advised to complete only the Exhibit A, Part 3 pages labeled either Corporations or Partnerships or Sole Proprietors, as appropriate.

B. Project Cost Proposal

A project costs proposal must be **submitted at the same time as the SOP**. The cost proposal shall be submitted in a separate envelope marked Highway 217 Cost Proposal. It shall be addressed to:

Jodie Kotrlik
Metro
Planning
600 NE Grand Avenue
Portland, OR 97232

The Proposal shall reflect the total cost for the proposed work as set out in Exhibit A part 3, Summary of Estimate for Services of the Attached Contract (Attachment B), or equivalent. It must also include information that identifies the assigned *staff by task and hours* to reflect the total cost for the proposed work. The task/hours/staff breakdown may be submitted in a table format designed by the Proposer.

4.5 **MINIMUM QUALIFICATIONS - PASS/FAIL CRITERIA**

Each Proposal must comply with the following Pass/Fail requirements. SOPs not meeting ALL Pass/Fail criteria shall be rejected.

The Concept Design and Traffic Engineering team must include a Civil Engineer and a Traffic Engineer.

The Public Involvement Team must include a market research and multi-service public involvement firm or firms.

4.6 SCORED CRITERIA

Scoring is based on the categories described below, but the Proposer must also describe how they meet any other requirements that may be specified in Sections 2 and 3 of this document.

4.6.1 Understanding of Requested Services and Project Approach 30 points

Demonstrate a clear and concise understanding of the project based on existing information. Address general description of the project purpose and key issues. Please explain any special expertise specific to: financial and economic analysis of transportation projects, particularly tolling projects; public involvement associated with HOV, tolling and/or value pricing projects, and; design and operations of HOV, value pricing and tolling projects.

Demonstrate Proposer's approach to completing the tasks and subtasks and key issues identified in the scope of work. Response should include anticipated staffing by level and specialty by task and subtask, team organization and team management structure. Also include the proposed schedule for delivery of major task milestones.

4.6.2 Proposer's General Qualifications and Capabilities 20 points

Demonstrate qualifications to complete the requested services. Response must list:

- Projects performed within the last three years, most comparable to the requested services. Include a description of their type, size, and duration. Also, for each project, indicate whether the work was accomplished within the original estimated budget and schedule, or needed to be revised. Briefly explain the reason for any revisions.
- An explanation describing how the company can accommodate the level of work assigned under this contract, including any limitations.
- Current or projected assignments and location of key members, and whether these assignments may conflict with the key members' ability to respond to this project;
- Internal procedures and/or policies related to work quality and cost control, and;
- Short description of experience using this team or these firms on similar or related projects.

4.6.3 Project Team and Qualifications 40 points

Demonstrate Proposer's team qualifications and experience relating to the requested services. References listed on the Cover Sheet (**Attachment A**) or other documented references may be used by the Agency during the evaluation of this criterion.

Response should address the following:

- Names of key members who will be performing the work on this project and their responsibilities;
- Qualifications (including any specified licenses or certifications) and relevant individual experience for all persons assigned to work on this project, including sub contractors. Experience should indicate the specific role that the individual played on similar projects;
- Two references for each person assigned to work on this project, including subcontractors;
- Extent of principal involvement;

- Project Manager's experience with similar projects and interdisciplinary teams.

The assessment of qualifications will include such factors as control of costs, quality of work, responsiveness to staff direction, ability to meet schedules and other managerial and attitudinal considerations.

4.6.4 Communication Skills 10 points

Demonstrate the firm and the individual team members' ability to communicate technical information effectively and efficiently with staff, neighborhood groups, elected officials, the general public and other audiences.

5.0 Proposal Evaluation & Contractor Selection

5.1 Evaluation Process

The selection process shall be administered in accordance with Metro Code and federal procurement procedures for *A&E Services*.

Statements of Proposal submitted on time will be reviewed against the Pass/Fail criteria. SOPs meeting those criteria will be forwarded to an evaluation committee for scoring against the evaluation criteria below and ranking. The outcome of the evaluations may, at the Agency's sole discretion, result in: (a) notice to a Proposer(s) of selection for tentative contract negotiation and possible award; or (b) notice of placement on an interview list (Short-listed) with time and date of the interview. Interviews scores will be combined with the SOP score (50:50). Upon interview completion, a Proposer(s) may be selected for contract negotiation and possible award. The selection process may be canceled if the Agency determines it is in the public interest to do so.

5.2 Evaluation Factors Checklist

Each proposal must clearly address both the pass/fail and scored criteria. Evaluation factors and maximum points are presented below.

REQUIRED		
<input type="checkbox"/>	Cover Sheet	
<input type="checkbox"/>	Minimum Qualifications	Pass/Fail
<input type="checkbox"/>	DBE Participation	
SCORED CRITERIA		
EVALUATION CRITERIA	NO. OF PAGES	MAXIMUM SCORE
<input type="checkbox"/>	Understanding of Requested Services/Project Approach	30
<input type="checkbox"/>	Proposer's General Qualifications and Capabilities	20
<input type="checkbox"/>	Project Team and Qualifications	40
<input type="checkbox"/>	Communications Skills	10
TOTAL NOT TO EXCEED		100 Points

6.0 General Solicitation Information

- 6.1 Agency may require any clarification it needs to understand the selected Proposer's project approach. Any necessary clarifications or modifications will be made before executing the contract and may become part of the final contract. When a final contract is completed, Proposer shall be designated as Contractor.
- 6.2 The Contractor will be required to complete a Time & Materials Personal Services Contract (as shown in the sample contract, Attachment B).
- 6.3 The Contractor will be required to provide certificates of insurance (as shown in the sample contract, Attachment B).
- 6.4 The Contractor must have Workers' Compensation Insurance covering work to be performed in Oregon. Prior to contract execution, the Contractor must also submit documents and certifications addressing other insurance, non-collusion, tax law, debarment and conflict of interest requirements.
- 6.5 Payment for any contract entered into as a result of this RFP will be made upon receipt of the Contractor's billing statement for work completed to date, as described in Contract Exhibit A, Part 2. This statement must include a summary of progress made through the date of billing, and will not be submitted more frequently than once a month. All billings will be processed through Agency.
- 6.6 ORS 60.701 requires that foreign corporations be registered by the State of Oregon, Office of the Secretary of State, before conducting business in the state. A foreign corporation (ORS 60.001) means a corporation-for-profit incorporated under a law other than the law of the state of Oregon.
- 6.7 Agency reserves the right to reject any or all SOPs for good cause if it is in the public interest, and is not liable for any costs a Proposer incurs while preparing or presenting the SOP or further evaluation stages. All SOPs will become part of the public file without obligation to Agency.
- Agency reserves the right to cancel the solicitation upon a good cause finding if it is in the public interest to do so.
- 6.8 The Contractor will be required to assume responsibility for all services outlined in the RFP and finalized in the contract, whether the contractor, a representative or subcontractor produces them. Agency considers the prime contractor responsible for any and all contractual matters, including performance of work and the stated deliverables.
- 6.9 Contractors must use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document and ORS 279.555.
- 6.10 Public Records: This RFP and one copy of every SOP received in response to it, together with copies of all documents pertaining to the award of a contract, shall be kept by the Agency and made a part of a file or record which shall be open to public inspection following the selection process. If a SOP contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information must be marked with the following legend:

“This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance.” ORS 192.501(2). Therefore, nondisclosure of documents or any portion of a document submitted as part of a SOP may depend upon official or judicial determinations made pursuant to the Public Records Law.

Identifying the SOP in whole as a trade secret is not acceptable. Failure to identify a portion of the SOP as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret.

- 6.11** Selection protest: Every Proposer who submits a proposal shall be notified of its selection status. Any proposer who claims to have been adversely affected or aggrieved by the selection of a competing proposer(s) must submit a written protest within seven (7) calendar days after receiving the initial award notification, naming the selected proposer. The Agency shall not consider any protest submitted after the deadline established in this section.
- 6.12** The cost, price and statement of work of the project will be negotiated, within the overall intent described in this RFP, with the selected Proposer. If negotiations are not successful, Agency may terminate negotiations with the top selection and may begin negotiations with the next highest ranked Proposer, or cancel the solicitation.

Highway 217 Corridor Planning Study

Scope of Work

Technical Work Program

1.0 Project Development

A series of tasks will be initiated at the outset of the study to refine the scope, establish review committees, sign Intergovernmental Agreements, obtain consultants, set goals and prepare background materials. Study organization tasks will proceed concurrently with initial technical analysis.

Responsibility: Metro will lead the tasks below with input from project partners. Consult review is required in Task 1.10, as described there.

1.1 Establish Advisory Committees and Decision-Making Structure

A committee and decision-making structure will be established from public agencies, citizens and businesses. It will include representatives from the surrounding local jurisdictions, commercial centers, residential communities and service agencies, which may be affected by the improvements. Other large and medium sized employers and citizens with specific transportation, environmental and other related interests will also be represented on the committees. Prompt review and active involvement from the Oregon Department of Transportation and federal and state environmental agencies is essential for the success in meeting schedules set for the study. A proposed committee structure is outlined below.

- **Technical Advisory Committee (TAC)**

A TAC will be formed to provide expertise and input from technical representatives of the Cities of Beaverton, Tigard, Lake Oswego, Washington County, FHWA, ODOT, Tri-Met, federal and state environmental agencies and Metro. Additionally, other municipal jurisdictions that may be affected by the various alternatives will be contacted and added to the TAC as appropriate. It will meet frequently, at least once a month, throughout the study to review and provide input on all major work products.

Senior staff from participating agencies and jurisdictions will meet periodically to provide overall advice on project direction. They will convene as needed, either separately or in combination with the TAC, at key decision points or when specific issues arise.

- **Policy Committee**

A policy committee will be established to provide project oversight, make policy decisions and ensure on-going public input into the study process. The policy committee

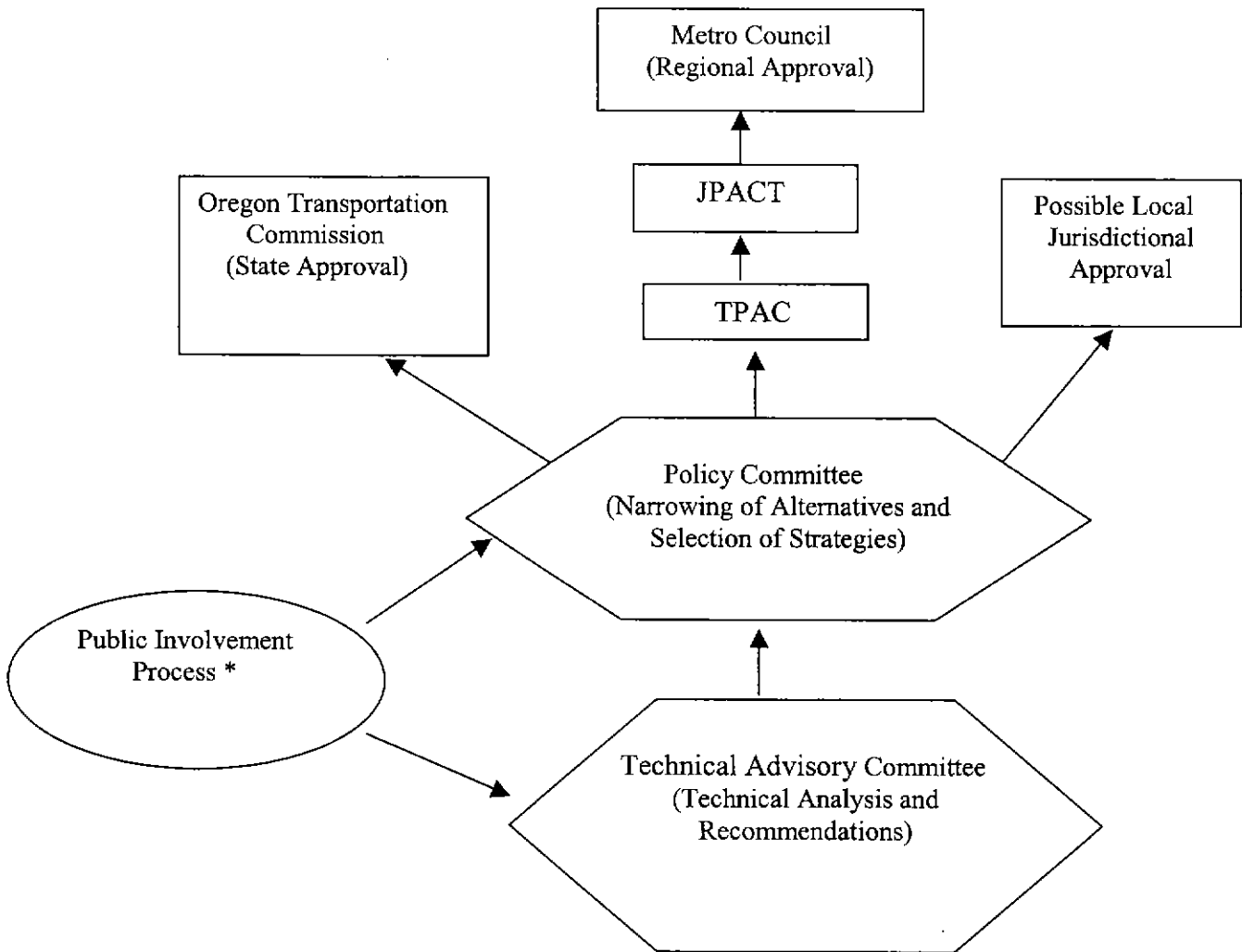
will also make final study recommendations on narrowing of alternatives, and carry them forward for approval from the appropriate local, regional and state bodies.

The Policy Committee will be comprised of a combination of elected officials and citizens from the corridor. Citizen representatives may be drawn from commercial and industrial companies in the study corridor, neighboring residential communities and environmental and transportation interests. Elected officials will include local state legislators, county commissioners, a Metro Councilor, Mayors and other local elected officials. An ODOT and an FHWA representative will be included. A meeting schedule will be established at the study outset with approximately twelve meetings over the final 18 months of the study process

Decision-Making Structure

The decision-making structure is graphically represented in ***Figure 3***. In this structure, the Policy Committee would be the primary decision making body for the study. Based on input from the TAC and the public involvement process, the Policy Committee would select alternatives for further study and make recommendations to local, regional and state elected officials.

Figure 3: Study Decision-Making Process



* Public involvement will occur at major decision points. Primarily, public input will come through the Policy Committee. Reports and key findings will be reviewed by the appropriate committees.

1.2 Goal Setting

At the outset, the project will host an agency kick-off meeting, including federal and state regulatory agencies, to fully consider their interests in the development of the scope, schedule and budget for the study. Following that meeting, a session will be held with the project advisory committees that will seek to establish a united series of objectives for any possible Highway 217 alternatives.

1.3 Revise Scope and Budget

Based on input from FHWA, local partners, consultants and other agencies, the scope will be revised and the schedule and budget updated accordingly.

1.4 Execute FHWA/ODOT IGA(s)

This agreement results from Metro's submission of a Value Pricing Program grant application to FHWA. Metro and ODOT are signatories to this agreement with FHWA. The budget, scope and schedule are tied to the FHWA grant approval process. A separate IGA between Metro and ODOT is anticipated in order to provide for ODOT participation in the engineering review of the project.

1.5 Intergovernmental Agreements

Any Intergovernmental Agreements that will be needed to provide funding for the corridor study will be drafted by Metro staff and signed by the respective parties. It is anticipated that IGAs to provide local match and staff participation will be needed with the Cities of Beaverton and Tigard and Washington County. An IGA with ODOT is anticipated to ensure staff participation and provide a funding for a limited Engineering review.

1.6 Draft Requests for Proposals (RFPs)

A draft request for proposal (RFP) will be written by Metro staff, in order to solicit consultant contracts for the tasks in this work program that the contractor team will be responsible for. The TAC will review the RFP(s) to ensure completeness.

1.7 Select Contractor(s)

Metro will develop a consultant selection team with the advice of the project partners. The selection team will develop criteria for selecting the Contractor team(s) that can best accomplish the work tasks outlined in the RFP. The consultant selection team will review the proposals from the consultants and schedule time for a presentation from Proposers. The selection team will then select the most qualified team(s)

1.8 Negotiate/Execute Contracts with the Selected Proposers(s)

Metro will also negotiate, execute and administer all contracts with the selected Contractor(s) for the Highway 217 Corridor Study.

1.9 Background, Existing and Future Conditions Report

Metro staff will develop a background, existing and future conditions report. The report will draw extensively from recent studies. It will pull together all relevant engineering constraints information, key findings, and travel demand analysis from these studies. This report will build largely on the Oregon Highway 217 Initial Improvement Concepts Technical Memorandum. This report will also incorporate travel and land use information from recent studies such as the Washington Square Regional Center Plan, local transportation system plans, and the Interstate 5/ Highway 217 Interchange Sub-Area Transportation Plan.

Additional data will only be developed as needed to address open issues or update to reflect changed conditions. For example, it is anticipated that one new model run of a future 2020 no-build alternative will be conducted as part of this analysis in order to reflect changes to the population and employment assumptions in the corridor travel shed since the Initial Concepts Report. Analysis of results in terms of overall demand will be conducted as an aid to the development of alternatives.

Responsibility: Metro will develop draft and final reports with review and comment by advisory committees and [REDACTED].

<p><i>Contractor Deliverable: Memoranda summarizing comments on Background, Existing and Future Conditions Report(s).</i></p>

1.10 Develop Comprehensive Evaluation Criteria

The evaluation criteria shall include transportation performance measures as well as measures to address impacts to the built and natural environments. These criteria may be expanded or reduced as the result of meetings with the study's advisory committees and input from public processes. Criteria could include:

- Financial Feasibility, including Capital and Operating Costs and Revenue Potential of the option.
- Travel Performance including traveler benefits and costs and overall societal costs.
- Transportation Impacts on the arterial and collector system around Highway 217.
- Safety.
- Equity.
- Consistency with State, Regional and local Land Use and Transportation Plans and Policies.
- Community Effects including environmental, employment, freight and neighborhood effects.
- Public Acceptance.

Responsibility: Metro will develop the criteria with review and comment by project advisory committees and [REDACTED]

Contractor Deliverable: Memoranda summarizing comments on evaluation criteria.

2.0 Develop an Initial Range of Alternatives

This task develops the range of alternatives to a level where they can be evaluated technically and be reviewed by the project's technical and policy committees.

2.1 Value Pricing Technology Review

Explore relevant technologies for design and operation of value priced and High Occupancy Toll (HOT) lanes and value priced ramp meter bypasses. Research will cover current, best practices and emergent technologies that are expected to be available for implementation in the project timeframe. The review will focus on key issues that were identified in the Oregon Highway 217 Initial Improvement Concepts report. Issues to be covered include, but are not limited to, new technologies for barrier-less priced lanes, techniques for lane separation and enforcement, direct drop in ramps vs. merge weave access to value priced and HOT lanes, intermediate access to value priced lanes and priced ramp meter bypasses. This information will be used to help identify and develop feasible value pricing alternatives that respond to facility needs. A literature review will be conducted as part of this task. A report summarizing the findings of the task and recommendations as to most appropriate technology for value pricing alternatives in this corridor will be prepared.

Responsibility: The [REDACTED] will complete this task with oversight by Metro and review by project advisory committees.

Contractor Deliverables: Draft and final reports summarizing results of Value Pricing Technology Review.

2.2 Identify Initial Alternatives

Based on the Background, Existing and Future Conditions Report Report (Task 1.9), the Oregon Highway 217 – Initial Improvement Concepts report, and the Value Pricing technology review (Task 2.1), the study will develop an initial range of alternatives.

The potential range of alternatives could include:

- No Build, assuming specific corridor definition, horizon year and RTP-level of improvements and transportation demand management programs to serve as a basis for comparison.
- Highway Expansion (to six lanes plus auxiliary lanes or braided ramps)
 - General Purpose lanes

- High Occupancy Vehicle (HOV) lanes
 - Value Pricing (value priced or HOT lanes and priced ramp meter bypasses)
- Highway Expansion plus Transportation System Management, Transportation Demand Management (TDM), transit and arterial improvements

In recognition of the important function that Highway 217 plays in terms of connecting key land uses, the alternatives will address access to regional centers and employment and industrial areas. In addition, local Transportation System Plans have developed proposals for overcrossings and other connectivity improvements within the regional centers vis a vis Highway 217. The study will consider and, if needed, build on these connectivity improvements.

The development of alternatives will also build on the Initial Concepts report and seek to address key issues for further study that it identified. For example, highway expansion alternatives will be for 6 lanes and will address the need for braided ramps and interchange management. Due to the high level of congestion in the corridor, the Transportation System Management (TSM), transit and arterial alternatives will build on a base level of highway improvements. Consideration will also be given to provision of direct ramp connections to I-5 and US 26 for HOV and VALUE PRICED lane alternatives as recommended by that study. Direct drop in ramps, ramp meter bypasses and innovative techniques such as barrier-less lane separation technologies reviewed in task 2.1 will also be considered for HOV and priced alternatives, in order to optimize these options and address the issues highlighted in the Initial Concepts report.

The exact configuration and number of alternatives in this initial task will be determined in conjunction with the project advisory committees. It is currently anticipated that 3-4 value pricing alternatives or variants will be developed and compared to 3-4 non-value pricing alternatives (including HOV lanes) during tasks 2.3-2.7. Alternatives will be developed in consultation with ODOT engineers and will consider ODOT standards. Deviations from ODOT standards will be noted.

Responsibility: Metro staff will lead this task with significant assistance from [REDACTED] and participation from the advisory committees. Metro will be primarily responsible for to day contact with the advisory committees. Metro and the Consultants will work together to develop an initial list of alternatives, obtain input from the advisory committees and refine the list.

Contractor Deliverables: Draft and final memoranda to project advisory committees describing alternatives. Line drawings illustrating cross sections and key aspects of alternatives. Definition of Alternatives Report which incorporates input from advisory committees.

2.3 Travel Forecasts for the Alternatives

The alternatives will need to be developed into auto and transit networks for Metro's travel forecasting model based on the defined corridor at a specified planning year. It is anticipated that several of the alternatives will need to have full travel demand model runs that include a redistribution of trips and mode choice, along with the trip assignments for the 2-hour PM peak.

Full demand model runs were not performed for any of the alternatives examined in the Highway 217 Initial Improvement Concepts report. That analysis relied on RTP demand model runs, which had different capacities and did not optimize transit or include HOV or VALUE PRICED lanes.

Responsibility: Metro will conduct the travel forecasts. Metro staff will work with the study partners and the [REDACTED] and [REDACTED] to define the major elements of the future year roadway and transit networks. The Consultants will also work with Metro to resolve coding issues with respect to modeling value pricing and HOV alternatives. The responsibilities for the analysis of travel demand and model outputs are as follows:

Metro will have primary responsibility for:

- *Summarizing overall corridor travel demand*
- *Preparing select zone and select link analyses as needed*
- *Summarizing the performance of the transit system associate with each alternative.*

The [REDACTED] will have primary responsibility for:

- *Freeway and ramp operations analysis*
- *Analysis of impacts to adjacent arterial and collector roadways.*

Contractor Deliverables: Participation in meetings to define networks and resolve coding issues. Traffic Engineering Results Memorandum summarizing performance of each alternative, particularly with reference to criteria and measures defined in 1.1.

2.4 Conceptual Design (Phase 1)

A conceptual level of design and engineering work will be completed for each of the alternatives in order to allow comparison against evaluation criteria at a system level. Design and engineering work will build upon work already completed as part of the Initial Concepts Report. It is anticipated that significant engineering work will be needed to resolve open issues identified in that report and to address issues related to new alternatives. Work on interchanges, ramp connections, etc, is expected through this task and task 3.2 that will bring alternatives to the level of detail necessary to commence the appropriate NEPA process and will be carried forward into that process. Implementation issues related to construction and operation of value priced alternatives (type and location of equipment, enforcement technology, lane separation techniques, etc.) will be addressed.

Responsibility: [REDACTED]

Contractor Deliverable:

- *Drawings on arial and GIS maps for presentation and preliminary assessment of impacts on the built and natural environment.*
- *Operation Plan.*

2.5 Preliminary Cost Estimates

Sketch level cost estimates will be developed for each of the alternatives. The preliminary cost estimates would be developed for both capital and operating costs. The cost estimates will build on the information developed in the Initial Improvement Concepts report. They will incorporate all major design elements of each alternative (pavement, ramps, reconfiguration of overpasses, etc.) at a sketch level. Operational costs for highway (including value pricing), transit, TDM and TSM elements will also be developed.

Responsibility: [REDACTED] will be responsible for developing capital and operations costs of all roadway elements and related equipment and preparing final costs summary for each alternative. Tri-Met will develop capital and operational costs for transit components and provide to Contractor.

Contractor Deliverables: Draft and final Capital and Operational Cost Estimates.

2.6 Preliminary Financial Analysis

A financial analysis of the potential revenue sources and user fees that would be used to fund the construction and operation of alternatives will be completed. This financial analysis will consider traditional sources, such as state gas taxes and federal funds, along with any projected value pricing revenues and local funding sources. In addition, a cost benefit analysis of the overall time saving and economic impacts will be created for each alternative. This analysis will be at a sketch level.

Responsibility: [REDACTED] will be responsible for this task. The Proposers may propose its own approach or may utilize the approach that Metro used in the past. However, the formulas must be integrated with EMM2 such that the alternatives may be modeled without significant impediments. Metro will provide the Contractor with the model results in an agreed upon format for post-processing and/or further analysis.

Contractor Deliverables:

- Meetings and memos documenting development of modeling networks.
- Post-processing model or spreadsheet.
- Report (including spreadsheets demonstrating results) with financial feasibility and cost benefit for each alternative.

2.7 Conceptual Built Impacts and Issues and Results Memoranda

Technical memos will be completed that consolidate the information obtained about preliminary impacts to the built and natural environment, transportation performance and other results. These technical memos will rely on the information obtained in the Initial Concepts Report and the Background, Existing and Future Conditions Report and tasks 2.1 - 2.6.

Responsibility: Metro staff will lead this task with input from [REDACTED] and participation from the advisory committees.

Contractor Products:

- *Review and comments on draft results memorandum prepared by Metro*
- *Provision of and possible reformatting of graphics from 2.1-2.6 for inclusion in results memorandum.*

2.8 Select Alternatives for Further Study/Narrowing Decision

Using the study's criteria, the study will reduce the initial list of possible alternatives to the most feasible series of alternatives. These alternatives will be carried forward for refinement and evaluation of costs, benefits and impacts. At this narrowing decision point, the study committees will also determine whether the anticipated additional round of evaluation is required. If the range of alternatives emerging after the first round of evaluation is sufficiently narrow, some of the tasks in 3.0 may be consolidated and/or condensed.

At least one value pricing alternative will be carried through the first round of evaluation (Initial Range of Alternatives, Task 2). If during Task 2.8, a decision is made that no value pricing alternatives should be carried into the detailed round of evaluation (Task 3 – Refine and Evaluate Transportation Improvement Strategies), the value pricing portion of the study would be brought to a close. Under this scenario, the shorter study schedule (“Figure 2: Alternative Study Process”) would be followed. After this decision, no value pricing funds would be used for additional work beyond the final report. Remaining funds may be returned to FHWA.

At this point, Metro would confer with its project partners about the need for additional refinement or wrap up work for the remaining, non-value pricing, alternatives. If additional work is identified, Metro would work with the partners to develop a limited scope of work for a short refinement phase that can be accomplished with remaining project funds (including Metro and local jurisdiction match). This work could include refining the alternative(s) and developing implementation strategies. At the end of the study a final narrowing decision would be made as to definitions of alternatives to be carried into an EIS.

Responsibility: The advisory committees will select the alternatives for further study. Metro staff and [REDACTED] will provide support to the advisory committees.

Contractor Deliverables:

- *Presentations of results from tasks 2.1-2.6 to advisory committees.*
- *Meetings with Metro staff and/or memos/other documentation to respond to additional information requests related to contractor products in tasks 2.1-2.6.*

2.9 Prepare Evaluation Report

A final evaluation report will be written illustrating the performance of each of the alternatives against the evaluation criteria. It will also provide documentation of how the initial list of alternatives was narrowed to a smaller set of alternatives for further study.

Responsibility: Metro staff will lead this task with input from [REDACTED] and the advisory committees.

Contractor Deliverables:

- *Review and comments on draft Evaluation Report prepared by Metro*
- *Provision, and reformatting, of graphics from 2.1-2.6 for inclusion in report.*

3.0 Refine and Evaluate Transportation Improvement Strategies

Note: If the range of alternatives emerging after the first round of evaluation is sufficiently narrow, some of the tasks in 3.0 may be consolidated and/or condensed.

The purpose of the following tasks is to refine and evaluate the alternatives that were selected for further study in task 2.8 to a point that their performance against the study evaluation criteria can be compared with each other and a no-build scenario. The level of detail will be greater than that of the section 2 (above). These tasks should allow for the development and selection of a small group (no more than three) comprehensive transportation strategies to forward into an EIS process.

The following information will be developed for each alternative:

- Travel Demand Forecasts including performance of the facility and impact on the existing and planned local transportation network
- Conceptual Engineering
- Highway and Transit Operating Plans
- Capital Costs
- Operating and Maintenance Costs
- Environmental Review
- Financial Analysis and Phasing Plan

3.1 Travel Demand Forecasting

Metro's Travel Forecasting Section will provide travel projections for the planning year of 2020 and, possibly beyond, using the latest travel demand model for the different highway/transit alternatives, including a No-Build. Travel forecast analysis will include: auto, truck, HOV, and transit volumes; congestion levels, speed and other information needed to assess the impacts of the various scenarios during the 2-hour AM and 2-hour PM peak periods, and the 1-hour mid-day. The model will also be used to assess the demand and revenues under value pricing alternatives.

The Traffic Analysis Contractor will be responsible for the same areas of as in Task 2.3, but at a more detailed level. For each strategy, the Traffic Analysis Consultant will provide an analysis of traffic operations at key interchanges, ramps, intersections and other selected locations in the corridor through the use of a traffic simulation model. The combination of the travel demand model and other models (such as FREQ) will provide valuable data on the effectiveness of the transportation improvement strategies.

Responsibility: Metro and the [REDACTED] and [REDACTED] will have the same split of responsibilities as in task 2.3. In addition, the Traffic Engineering Contractor will analyze the results in detail and project traffic operations of up to seven locations for each of up to four alternatives using a traffic simulation model.

Contractor Deliverables:
Meetings and memos to define and document networks and resolve coding issues.
Traffic Engineering Results Memorandum summarizing performance of each alternative, particularly with reference to criteria and measures defined in 1.1.

3.2 Conceptual Engineering and Design (Phase 2)

Building on work developed in task 2.4, each of the selected highway/transit strategies will be developed to the concept design level. Given the physical constraints in the Highway 217 right-of-way, particular attention will be focused on adapting the strategies to fit within the existing bridges and other built and natural constraints within the corridor. In depth analysis of implementation issues related to value pricing alternatives will be conducted.

Responsibility: [REDACTED]

Contractor Deliverable:

- *Drawings on arial and GIS maps for presentation and preliminary assessment of impacts on the built and natural environment.*
- *Plan and profile maps at 400 scale for the corridor with 200 scale at key locations.*

3.3 Highway and Transit Operating Plans

The build alternative will be evaluated together with a strategic package of TSM improvements in the corridor. Emphasis will be placed on developing and evaluating the operational effectiveness of different strategies to meet the projected travel demand. Alternative operating highway plans would address differences with respect to operation of value priced lanes and ramp metering; various transit operating systems may include HOV and value priced lanes/ramps express bus operations and direct connecting ramps to major activity centers.

Responsibility: The roadway portion of this task will be completed via the [REDACTED] with expertise in HOV and value priced lane operations. The transit-operating plan will be developed by Metro and Tri-Met staff.

Contractor Deliverable: Operating Plans for highway alternatives.

3.4 Reconnaissance Level Environmental Review

This task will evaluate the potential environmental impacts resulting from the construction of each transportation improvement strategy. Based on earlier information collected in task 2.7, the study will address potential environmental impacts associated with the improvement strategies. This analysis will be completed to a reconnaissance level consistent with the conceptual level of design and the number of strategies under consideration. It will include but not be limited to the compatibility with existing and proposed land uses, effects on neighborhood character, potential visual and aesthetic effects, potential vegetation, wetland and wildlife effects, water quality impacts and potential geological effects.

Responsibility: The majority of information has already been compiled by ODOT as part of the Initial Concepts report. Any additional work will be coordinated by Metro with support from ODOT.

3.5 Capital, Operating and Maintenance Costs

Cost assessments developed in task 2.5 will be refined for each improvement strategy to the concept level. These costs will include all additional costs associated with each alternative to cover such things as construction associated with lane additions, environmental mitigation, special equipment for operating value priced alternatives, bus purchase and operation, and additional enforcement and special monitoring associated with value priced alternatives. The capital costs will be based on the conceptual engineering in task 3.2. The operational costs will be based on plans developed in task 3.3.

Responsibility: The [REDACTED] will be responsible for developing capital and operations costs of all roadway elements and related equipment and preparing final costs summary for each alternative. Tri-Met will develop capital and operational costs for transit components and provide to Contractor.

Contractor Deliverables: Draft and final Capital and Operational Cost Estimates.

3.6 Financial Plan and Analysis and Phasing of Improvement Strategies

This analysis takes the results of the capital, operating and maintenance costs completed in tasks 3.6, develops revenue projections for each strategy and explores various phasing approaches that would allow implementation of key projects during near, medium and long term timeframes. Because funding could be drawn from many sources and timing of implementation critically affects both operations, revenues and costs, this analysis is needed to determine project feasibility. An overall cost/benefit analysis for each alternative will be prepared. An evaluation of equity effects alternatives by income group will be a product of the cost/benefit analysis.

All improvement strategies will need to be coordinated with the projects in the 2000 Regional Transportation Plan and be in compliance with requirements in the Region 2040 Plan.

Responsibility: [REDACTED] will prepare the phasing plan for each alternative and modify the costs from 3.5 to reflect the changes. The Financial Analysis Contractor will take the costs prepared by the Conceptual Design Contractor and use them to evaluate the financial feasibility and costs and benefits for each alternative.

Contractor Deliverables:
Phasing Plan and modified Cost for each alternative
Financial Plan for each alternative
Financial Feasibility Analysis including evaluation of financial feasibility and cost benefit for each alternative.

3.7 Results Memoranda

Several technical memos will be completed that consolidates key information obtained in tasks 3.1 - 3.7. These memoranda will be used by Metro staff and the various advisory committees to make preliminary assessments and to refine the strategies throughout the evaluation process.

Responsibility: Metro staff will lead this task with input from [REDACTED] and participation from the advisory committees.

Contractor Products:

- *Review and comments on draft results memorandum prepared by Metro*
- *Provision of and possible reformatting of graphics from 2.1-2.6 for inclusion in results memorandum.*

3.8 Draft Refinement of Improvement Strategies Report

A draft report compiling the results of the evaluation of the completed tasks in 3.1 - 3.8 will be prepared. It will evaluate the performance of each transportation improvement strategy against the evaluation criteria and a No Build scenario. It will be reviewed by the study advisory committees.

Responsibility: Metro staff will lead this task with input from [REDACTED] and the advisory committees.

Contractor Deliverables:

- *Review and comments on draft Evaluation Report prepared by Metro*
- *Provision, and reformatting of, graphics from 2.1-2.6 for inclusion in report.*

4.0 Selection of Preferred Transportation Strategies

The Policy Advisory Committee, with input from the various advisory groups, will be asked to select 2-3 comprehensive strategies to forward to the cities, counties, the Transportation Policy Advisory Committee (TPAC), the Joint Policy Advisory Committee on Transportation (JPACT), the Metro Council and the Oregon Transportation Commission (OTC). This recommendation will include:

- An appropriate number of comprehensive transportation improvement strategies (no more than 3).
- A phased implementation plan for each strategy, including identification of near, medium and long term projects.
- Funding options for each strategy
- A prioritized project list

At the conclusion of the Highway 217 Corridor Study, depending on funding and approval of relevant state and regional entities, a Draft Environment Impact Statement (DEIS) process could commence. In addition, implementation of near term projects and strategies, which may not require a NEPA process, could commence.

4.1 Final Refinement of Improvement Strategies Report

The draft report prepared and reviewed in task 3.8, will be revised and finalized in this task.

Responsibility: Metro with input from the review committees.

4.2 Final Evaluation and Recommendations Report

A final recommendation report will be written that outlines the decision process (including methodology and findings) by which transportation improvement strategies are being recommended for approval. The final report will also include an implementation plan (including phasing and funding plans) for each recommended strategy and a discussion of any preferred strategy. It will also include lessons learned about the value pricing portion of the project that may be applicable to other jurisdictions undertaking similar studies.

Responsibility: Metro will write the report with input from review committees.

4.3 Approvals

Local approval will be sought by forwarding the recommendations to city councils and county commissions. All recommendations will be forwarded to TPAC, JPACT, the OTC, and the Metro Council for their approval.

Highway 217 Corridor Planning Study

Scope of Work

Public Involvement Work Program

Introduction

This Highway 217 Corridor Public Involvement Work Plan describes a comprehensive approach to public involvement for the Highway 217 Corridor. This plan is designed to inform stakeholders (interested and affected persons/business/special interest) and the larger community about the study process and key decisions, and seek, consider and integrate the values and concerns of the public into the overall decision making process. These work elements, while described separately, will be undertaken in conjunction with the technical work efforts. Prior to the study commencement a detailed study schedule demonstrating the integration of the technical and public involvement work elements, will be developed.

Audience Analysis

The geographic area for this study includes Highway 217 between I-5 and US 26. Priority status for public outreach will be given to commercial, office, retail, industrial, and residential interests who may be effected by study alternatives. Second priority for community outreach focuses on general users of the facility. It should be noted from the outset that reaching this group of users would require the use of mass media (radio/television/newspaper) at a substantial cost, which is not included in the current budget.

General Approach

Generally, the PI approach will seek to inform, educate, and gain input from targeted groups (commercial establishments, major employers etc.), users (businesses with fleets adjacent to the corridor, nearby residents, and service providers), elected officials, and environmental interests. The components outlined here would be employed to reach these audiences. A public involvement timeline will be developed in conjunction with the workplan for the technical work. In general, the approach is to start with informed individuals and targeted groups first and then seek feedback from the broader public once specific alternatives have been developed and information is available.

Public Involvement Objectives

- To provide accurate and timely information on all aspects (including the costs, benefits and potential impacts of various improvement strategies) of the Highway 217 corridor study.
- To provide an opportunity for interested parties to express ideas and concerns about the proposed alternatives and to present additional ideas to improve the transportation strategies or mitigate their impacts.

- To provide detailed information about the Highway 217 study, decision-making process, and project timeline.
- To ensure adequate preparation of the public to fully participate in a decision making process aimed at selecting transportation strategies for Highway 217 between I-5 and US 26.

A special effort will be made throughout this process to educate the community about, and obtain feedback on, value pricing alternatives and issues.

5.0 Public Involvement Program

5.1 Evaluation and Refinement of Plan

The specific elements below are tools that will be further focused as the study progresses and focused on specific alternatives and issues as they develop. Many will be used only if needed, as indicated below. Public involvement staff from all of the participating jurisdictions will meet periodically to review public involvement progress to date, to evaluate the effectiveness of the public involvement process and to refine Public Involvement Plan components and schedule. In addition, the Metro Committee on Community Involvement (MCCI) will have the opportunity to review and comment on the Public Involvement work plan prior to its implementation.

Responsibility: Metro and jurisdictional staff with advice of [REDACTED]

Contractor Deliverables: Three meetings and three memos, at beginning, middle and end of study, with recommendations on public involvement tools and strategy.

5.2 Stakeholder Interviews

Stakeholder interviews will be conducted at the study commencement with key individuals and representatives of user groups within the corridor to obtain their concerns and expectations regarding improvements to Highway 217 and also to educate them on the goals of the study. Particular attention will be paid to ascertain relevant attitudes and issues regarding value pricing approaches including value priced and HOT lanes and priced ramp meter bypasses. In the context of ramp meter bypasses, questions will be asked to ascertain potential support and concerns about various ways of managing the bypasses. Interviews further help identify potential options and frame PI outreach needs. A sample of 50 stakeholders will provide a good cross section of key users of the corridor. Fifty interviews can be completed within a short period of time and provide useful results. The interviews could also help identify candidates for the Policy Advisory Committee. Metro staff will administer the interview process and the project team will review content. Interviews will be conducted by a combination of Metro staff and a qualified contractor. A report summarizing the results will be prepared.

Responsibility: Metro staff will set up interviews and support contractor in conducting them. [REDACTED] will conduct, and write up results of, 20 interviews (with staffing of two per interview) and prepare the Stakeholder Interview Report summarizing the entire interview process and results.

Contractor Deliverables:

- *20 one hour stakeholder interviews with associated write ups.*
- *Draft and Final Stakeholder Interview Report.*
- *Presentation to Policy Committee*

5.3 Focus Groups

Focus groups will be used throughout the study to provide information on how the users of Highway 217 and other travelers in the corridor define the needs, problems, and potential solutions. Focus groups will also be used to determine the willingness to pay for improvements in the corridor and to assess the potential public support for various options, including value pricing. One or more focus groups will explore different approaches to managing potential ramp meter bypasses. An approach whereby more than the volume related to the new capacity and, in effect, some existing capacity is priced (FAIR lanes) will be investigated. For each set of focus groups, a report summarizing the process and results will be prepared.

Three focus groups, comprised of general corridor users and residents, will be conducted in conjunction with the development and evaluation of alternatives. They will be used to determine the public perception of the specific problems and assess the reaction to potential solutions.

Additional focus groups are budgeted but will only be used as needed. Two focus groups could be conducted in the middle of the study to explore in depth issues with the general public or with key stakeholder communities identified during the course of the study (e.g. value pricing, freight, employers). Another set of three focus groups, comprised of the general corridor traveler and area residents, could also be conducted near the end of the study to help refine and select the preferred transportation improvement strategies.

Responsibility: The focus groups would be lead and conducted by a qualified market research Contractor as part of the [REDACTED] with supervision by Metro staff.

Contractor Deliverables:

- Meetings with Metro and other jurisdictional staff to develop focus group methodology*
- Prepare materials for, arrange and conduct 8 focus groups (described above)*
- Presentation to Policy Committee*

5.4 Final Survey

Towards the end of the study, a random sample, telephone survey to gather specific information aimed at refining and selecting the preferred transportation improvement strategies has been budgeted. It will only be used if needed to ascertain support for specific alternatives or issues. Its purpose will depend on the range strategies under consideration at the end of the study. It

could focus on public interest and acceptance of specific improvements, value pricing and other innovative approaches, financing and phasing strategies. It will help identify potential issues with strategies and can be used to refine or select them. It can also flesh out potential issues that have already been identified. Contractor will work with Metro to develop the methodology and questions. A report summarizing the findings will be prepared.

Responsibility: The survey would be conducted by a [redacted] with supervision by Metro staff.

*Contractor Deliverables:
Draft and final survey methodology and questions
Conduct 10 minute telephone survey of 600 households
Draft and final survey report*

5.5 Policy Advisory Committee

A Policy Advisory Committee consisting of stakeholders, elected officials, corridor business owners, corridor users, and environmental interests will be formed and will function as a clearinghouse for narrowing options. The committee will meet approximately once per month, in a central location and will serve as a reliable forum for public discussion.

Responsibility: Metro staff will facilitate this committee. Room rental, food, security, sound system, and minimal mailings for 12 meetings is contained in the attached budget.

5.6 Liaison Work

On going liaison work will proceed throughout the life of the study consisting of telephone communications, written contact, and email correspondence with the interested public. Project staff will also meet with neighborhood groups and other organizations to keep them informed of the Study's progress and to gather input.

Responsibility: Metro and jurisdictional staff.

5.7 Questionnaire

In an effort to broaden input into the refinement of alternatives step, a non-scientific survey will be developed and printed in community newspapers, and potentially distributed through key employers, to garner public comment on the study's proposals. This method seeks to get information out to and in from those who would not traditionally attend public meetings. Metro would seek partnerships with newspaper publications to offset some costs. A report summarizing the results will be prepared.

Responsibility: Metro staff will write and produce the survey. The project's share for the cost of funding the questionnaire is included on the attached budget.

5.8 Public Workshops

The project partners anticipate conducting two community-wide project meetings sponsored by business/community groups to educate the public on the study and garner input. One would take place during the wide range of alternatives phase to help select alternatives for detailed study. The other would take place during the refinement of alternatives phase in order to garner input about strategies to be selected for inclusion in an EIS. A report summarizing the process and results will be prepared after each workshop or open house.

Three smaller group meetings are also budgeted. They would be held only if needed. They are planned during the middle of the study in order to provide an opportunity to explore in depth issues with targeted groups such as employers, the freight community or commuters. Relevant issues related to value pricing approaches including value priced and HOT lanes, priced ramp meter bypasses (and related FAIR lanes possibilities) could be explored in the large and small group meetings.

Responsibility: Metro and jurisdictional partners will work with [REDACTED] to plan the workshops. Metro will organize the meeting rooms, mailings and advertisements and provide staff for the workshops. The [REDACTED] shall facilitate the workshops. Metro shall write up with workshop results. The attached budget includes room rental, food, security, sound system, advertising, and minimal mailings for the meetings.

<p><i>Contractor Deliverables:</i> <i>Draft and final workshop plan, agenda and materials</i> <i>Draft and final report</i> <i>Presentation to Policy Committee</i></p>

5.9 Public Hearing(s)

A public hearing, or another type of outreach public opportunity, will be held at the conclusion of the study. The Policy Committee will take public testimony regarding the study.

Responsibility: Metro and jurisdictional staff will work together on this task. Costs are set forth in the attached budget and assume a public hearing room will be provided without a fee.

5.10 Public Comment Report

Public comments made at public meetings will be recorded in the form of meeting notes or minutes and distributed to project staff. A public comment document will be compiled and summarized at the end of the formal public comment period.

Responsibility: Metro staff.

5.11 Media Outreach

A mailing list of local media will be compiled. Media briefings will be conducted with key reporters and editorial board members as determined appropriate. A media fax list will be created. Press releases and media packets will be provided to media at key decision making points. The media will be notified of public meetings and decisions, ten days prior to the date of the meeting/hearing.

Responsibility: Metro project staff will lead and will coordinate with jurisdictional partners.

5.12 Publications

Four newsletters are planned during the course of the study. If the shorter schedule is followed, only three will be developed. One at the kick off of the study, two at key decision points, and one at the end to wrap up the study. They would be sent to individuals on the mailing list, and distributed at meetings, to jurisdictions, libraries and to members of the media.

Four fact sheets are budgeted. They will only be produced if needed to describe different components of the study. They would be distributed at meetings, to jurisdictions and libraries.

A project timeline and decision process chart, and organizational structure chart would be developed and posted on the web page and made available at meetings and on request.

Responsibility: Metro staff will write and produce these publications. Costs of printing and mailing are set forth in the attached budget.

5.13 Mailing List

A mailing list will be established of interested members of the public (elected officials, neighborhood and Community Planning Organization (CPO) groups, property owners, business groups, user groups within the corridor, and persons who have previously expressed interest in related studies).

Responsibility: Metro staff will work with Washington County, the Cities of Beaverton and Tigard, other affected local jurisdictions, the Commuter Rail Study Consultants and other groups to cultivate a reliable interested parties mailing list. The attached budget includes costs for a mailing list of up to 5,000 names.

5.14 Visual Simulations

Simulations are budgeted. They will be developed only if needed to convey abstract or difficult to understand project alternatives in a pictorial fashion. These will be used at public meetings at key milestones during the study.

Responsibility: The [REDACTED] should anticipate producing up to 10 visual simulations or illustrations of key facility locations.

Contractor Deliverable: 10 simulations or illustrations appropriate to level of concept design.

5.15 Transportation Hotline

Metro staff will maintain a Highway 217 study message program with timely study information including meeting dates and key decision points. A mailbox option for leaving comments and requesting information will also be established as part of this function.

Responsibility: Metro staff

5.16 Web Page

Metro staff will maintain a project web page with a description of the study, a timeline with key decision points and opportunities for public input, fact sheets, newsletters and other pertinent information about the Highway 217 planning study

Responsibility: Metro staff.

5.17 Graphic Materials

Graphical materials, including maps and photographs, for public meetings and presentations will be produced.

Responsibility: Metro will produce graphic materials for publications in-house. [REDACTED] should anticipate producing graphics illustrating key concepts or processes for community meetings including the Policy Committee, public workshops/open houses and focus groups.

Contractor Deliverable: Graphics for public meetings

HIGHWAY 217 CORRIDOR STUDY ESTIMATED CONSULTANT COSTS

Item / Subtask	Conceptual Design	Traffic Engineering	Financial Analysis	Public Outreach	Consultant Costs
1.0 Project Dev. - Subtotal	\$ -	\$ 5,500	\$ -	\$ -	\$ 5,500
1.1 Establ. Committees					\$ -
1.2 Goal Setting (Policy Committee)					\$ -
1.3 Revise Scope/budget					\$ -
1.4 Execute FHWA/ODOT IGA					\$ -
1.5 Negotiate/Execute IGAs w/jurisdictions					\$ -
1.6 Draft RFPs					\$ -
1.7 Consultant selection					\$ -
1.8 Neg./Execute consultant					\$ -
1.9 Background, Existing Future Conditions		3,500			\$ 3,500
1.10 Evaluation Criteria (TAC)		2,000			\$ 2,000
TAC meeting					\$ -
2.0 Dev. Initial Alternatives - Subtotal	\$ 66,500	\$ 42,000	\$ 28,000	\$ -	\$ 136,500
2.1 Value Pricing Technology Review	15,000				\$ 15,000
2.2 Identify initial alts.	5,000	5,000			\$ 10,000
2.3 Travel Forecasts		30,000			\$ 30,000
2.4 Concept engineering ph I	30,000				\$ 30,000
2.5 Preliminary Cost Estimates	10,000				\$ 10,000
2.6 Preliminary Financial Analysis			25,000		\$ 25,000
2.7 Results Memoranda	2,000	2,000	2,000		\$ 6,000
2.8 Select/Refine short list of alt.	2,000	2,000			\$ 4,000
2.9 Evaluation Report	2,000	2,000			\$ 4,000
3 meetings PAG	500	1,000	1,000		\$ 2,500
TAC 8 meets					\$ -
3.0 Refine Alts. - Subtotal	\$ 80,500	\$ 55,000	\$ 40,000	\$ -	\$ 175,500
3.1 Travel Forecasting		38,500			\$ 38,500
3.2 Concept engineering ph II	37,000				\$ 37,000
3.3 Operating Plans		10,000			\$ 10,000
3.4 Environmental Review					\$ -
3.5 Detailed cost estimates	20,000				\$ 20,000
3.6 Financial Anal. and Phasing	20,000	2,000	35,000		\$ 57,000
3.7 Results Memoranda	2,000	2,000	2,000		\$ 6,000
3.8 Draft Refinement Report	1,000	2,000	2,000		\$ 5,000
3 meetings PAG	500	500	1,000		\$ 2,000
8 TACs					\$ -
4.0 Selection of Strategies - Subtotal	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ 2,000
4.1 Final Refinement Report	1,000	1,000			\$ 2,000
4.2 Recommendation Report					\$ -
4.3 Approvals					\$ -
2 TAC meetings					\$ -
1 PAG meeting					\$ -
5.0 Public Involvement - Subtotal	\$ 2,000	\$ 1,500	\$ 2,000	\$ 81,500	\$ 87,000
5.1 Refine Public Involvement Plan				2,500	\$ 2,500
5.2 Stakeholder Interviews				6,500	\$ 6,500
5.3 Focus groups				20,000	\$ 20,000
5.4 Final Survey		500		20,000	\$ 20,500
5.5 Policy Committee meetings	1,000	1,000	2,000		\$ 4,000
5.6 Liason Work					\$ -
5.7 Questionnaire					\$ -
5.8 workshops	1,000			10,000	\$ 11,000
5.9 Public Hearing					\$ -
5.10 Public Comment Report					\$ -
5.11 Media Outreach					\$ -
5.12 Publications					\$ -
5.13 Mailing list					\$ -
5.14 Visual Simulations				20,000	\$ 20,000
5.15 Transportation Hotline					\$ -
5.16 Web Page					\$ -
5.17 Graphics				2,500	\$ 2,500
GRAND TOTAL	\$ 150,000	\$ 105,000	\$ 70,000	\$ 81,500	\$ 406,500

LOCAL GOVERNMENT AGENCY PERSONAL/PROFESSIONAL SERVICES CONTRACT

[Highway 217 Corridor Study]

ODOT Contract No.

Metro Contract No.

This Contract is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, hereafter called Agency, and _____, hereafter called Contractor. Agency's Contract Administrator for this Contract is _____.

1. Effective Date and Duration. This Contract shall become effective on the date this Contract has been signed by every party hereto. Unless terminated or extended, this Contract shall expire when Agency accepts Contractor's performance, or on _____, _____, whichever date occurs first. Expiration shall not extinguish or prejudice Agency's right to enforce this Contract with respect to any breach of a Contractor warranty or any default or defect in Contractor performance that has not been cured.

2. Statement of Work. The statement of work (the "Work"), including the delivery schedule for such Work, is contained in Exhibit A attached and incorporated by reference into this Contract. Contractor agrees to perform the Work in accordance with the terms and conditions of this Contract.

3. Consideration

- a. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$_____.
- b. Interim payments to Contractor shall be made only in accordance with the schedule and requirements in Exhibit A.

4. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence: this Contract less all exhibits, attached Exhibits A, B, and C. All attached Exhibits are hereby incorporated by reference.

5. Independent Contractor; Responsibility for Taxes and Withholding

- a. Contractor shall perform all required Work as an independent contractor. Although the Agency reserves the right (i) to determine the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, Agency cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
- b. If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract declares and certifies that: Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employing agency (state or federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer", "employee", or "agent" of the Agency, as those terms are used in ORS 30.265.
- c. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Agency will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

6. Subcontracts and Assignment; Successors and Assigns

- a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract, except by amendment to this Contract. In addition to any other provisions Agency may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by Sections 6, 10, 11, 15, and 17 of this Contract as if the subcontractor were the Contractor. Agency's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- b. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

7. No Third Party Beneficiaries. Agency and Contractor are the only parties to this Contract and, except for the Oregon Department of Transportation, are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract. The Oregon Department of Transportation is hereby declared to be such a beneficiary, and may enforce the terms of this Contract.

8. Funds Available and Authorized; Payments

- a. Contractor shall not be compensated for work performed under this Contract by any other agency or department of the State of Oregon. Agency has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Contractor understands and agrees that payments dependent on Agency reimbursement from federal and state matching funds are subject to approval of billings as "participating costs" by the Oregon Department of Transportation and the Federal Highway Administration.
- b. While interim payments will be made in accordance with Exhibit A, payments are contingent upon delivery of the specified work products completed in accordance with the terms of this contract, including the statement of Work in Exhibit A.

9. Representations and Warranties.

- a. **Contractor's Representations and Warranties.** Contractor represents to Agency that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered shall be a valid and binding obligation of Contractor, enforceable in accordance with its terms, (3) the Work under this Contract will be performed in accordance with the professional standards of skill and care ordinarily exercised by members of that profession under similar conditions and circumstances, (4) Contractor shall, at all times during the term of this Contract be duly licensed to perform the Work, and if there is no licensing requirement for the profession or work, be duly qualified and professionally competent, (5) all computer hardware and software delivered under this Contract will, individually and in combination, correctly process, sequence, and calculate all date and date related data for all dates prior to, through and after January 1, 2000, and (6) any software products delivered under this Contract that process date or date related data shall recognize, store and transmit date data in a format which explicitly and unambiguously specifies the correct century.
- b. **Contractor's Limitation of Liability.** Contractor's liability with respect to items (5) and (6) of 9a. above shall not exceed: (1) twice the total contract amount (including any amendments) or (2) \$100,000, whichever is greater.
- c. **Representations and Warranties cumulative.** The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations and warranties provided.

10. Ownership of Work Product.

- a. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of Agency. Agency and Contractor intend that such Work Product be deemed "work made for hire" of which Agency shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire", Contractor hereby irrevocably assigns to Agency all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as Agency may reasonably request in order to fully vest such rights in Agency. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- b. In the event Agency alters the work products in any manner, or uses them for a purpose or project other than that specifically identified and intended by this Contract without written verification or adaptation by the Contractor as appropriate, such alteration or use will be at the Agency's sole risk, and Contractor shall be released, indemnified and held harmless by Agency, to the extent permitted by applicable Oregon law, including, but not limited to constitutional debt limitation provisions and the Oregon Tort Claims Act.
- c. Contractor, despite other conditions of this provision, shall have the right to utilize the work product on its brochures or other literature that it may utilize for its sales and, in addition, unless specifically otherwise exempted, the Contractor may use standard line drawings, specifications and calculations on other, unrelated projects.

11. Indemnity.

- a. **Claims for Other than Professional Liability.** Contractor shall defend, save and hold harmless the Agency, its elected officials, officers, agents and employees, the State of Oregon and its Department of Transportation and their officers, agents and employees from all claims, suits or actions of whatsoever nature, including intentional acts resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this agreement.
 - b. **Claims for Professional Liability.** Contractor shall defend, save and hold harmless the Agency, its elected officials, officers, agents and employees, the State of Oregon and Department of Transportation, their officers, agents and employees, from all claims, suits or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and subcontractors, agents or employees in performance of professional services under this agreement.
 - c. **Agency's Actions.** This section does not include indemnification by Contractor of the Agency for the Agency's activities, whether related to the contract or otherwise.
12. **Insurance.** Contractor shall provide insurance as indicated on Exhibit B, attached hereto and by this reference made a part hereof.
13. **Termination**
- a. **Parties' Right to Terminate For Convenience.** This Contract may be terminated at any time by mutual written consent of the parties.
 - b. **Agency's Right To Terminate For Convenience.** Agency may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days notice to Contractor.
 - c. **Agency's Right to Terminate For Cause.** Agency may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as Agency may establish in such notice, upon the occurrence of any of the following events:
 - (i) Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor's Work;
 - (ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Contract is prohibited or Agency is prohibited from paying for such Work from the planned funding source;
 - (iii) Contractor no longer holds any license or certificate that is required to perform the Work; or
 - (iv) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of Agency's notice, or such longer period as Agency may specify in such notice.
 - d. **Contractor's Right to Terminate for Cause.** (i) If Agency fails to pay Contractor pursuant to the terms of this Contract, Contractor may terminate this Contract by giving notice to the Agency, and Agency fails to cure within 15 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice. Agency shall pay Contractor for all work performed in accordance with the terms of the Contract prior to termination date, if Contractor is not otherwise in default. (ii) Contractor may terminate this Contract, for reasons other than nonpayment, if Agency commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform under the Contract within the times specified, or so fails to perform as to endanger Contractor's performance under this Contract, and such breach, default or failure is not cured within 10 business days after delivery of Contractor's notice, or such longer period as Contractor may specify in such notice.
 - e. **Remedies**
 - (i) In the event of termination pursuant to Sections 13.a, 13.b, 13.c(i), 13.c(ii) or 13.d, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by Agency, less previous amounts paid and any claim(s) which State has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to Agency upon demand.
 - (ii) In the event of termination pursuant to Section 13.c(iii) or 13.c(iv), Agency shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Section 13.c(iii) or 13.c(iv), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 13.b.

f. **Contractor's Tender Upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless Agency expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to Agency all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon Agency's request, Contractor shall surrender to anyone Agency designates, all documents, research or objects or other tangible things needed to complete the Work.

14. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTIONS 9(a), 13(d)(ii), or 13(e)(ii), NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.

15. Records Maintenance; Access. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that Agency, the Oregon Department of Transportation and the Oregon Secretary of State's Office, and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

16. Compliance with Applicable Law. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Agency's performance under this Contract is conditioned upon Contractor's compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.

17. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.

18. Force Majeure. Neither Agency nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond the reasonable control of Agency or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

19. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 1, 9, 10, 11, 13, 14, 15, 19 and 26.

20. Time is of the Essence. Contractor agrees that time is of the essence under this Contract.

21. Notice. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or Agency at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 21. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against Agency, such facsimile transmission must be confirmed by telephone notice to Agency's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

22. Severability. The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

23. Counterparts. This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

24. Disclosure of Social Security Number. Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385, OAR 122-80-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

25. Governing Law; Venue; Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and/or any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of the County for the State of Oregon where the project is located; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

26. Year 2000 Compliance Notice. In the event Contractor learns or has reason to believe that Agency's computer hardware or software environment fails to use a date format that explicitly specifies century in any date data, Contractor shall promptly advise Agency of such failure.

27. Merger Clause; Waiver. This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Agency to enforce any provision of this Contract shall not constitute a waiver by Agency of that or any other provision.

CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR DATA AND CERTIFICATION

Name (tax filing): _____

Address: _____

Telephone: _____ Facsimile: _____ Contact: _____

Citizenship, if applicable: Non-resident alien Yes No

Business Designation (check one):

Corporation Partnership Limited Partnership Limited Liability Company Limited Liability Partnership Sole Proprietorship Other _____

Federal Tax ID#: _____ - _____ or SSN#: _____ - _____ - _____

Above payment information must be provided prior to Contract approval. This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer identification submitted. (See IRS 1099 for additional instructions)

regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31 percent backup withholding.

Certification: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws, including those in OAR 150-305.385(6)-(B). For purposes of this certificate, 'Oregon tax laws' means the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self Employment Tax); (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate.

CONTRACTORS: PAYMENT SHALL NOT BE ISSUED FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

CONTRACTOR

By: _____ Title: _____ Date: _____

AGENCY

Approved as to Legal Sufficiency _____ Date _____

Approved by _____ Date _____

ODOT

Concurrence by Manager, Purchasing and Contracts Management _____ Date _____

Federal Provisions
Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this contract that to the best of its knowledge and belief, it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Oregon Department of Transportation determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when Agency determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or Agency may terminate this transaction for cause of default.

4. The Contractor shall provide immediate written notice to Agency to whom this proposal is submitted if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact Agency's Contracts Section (Tel. (503) 986-2710) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by agency entering into this transaction.
7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by Agency entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
9. Nothing contained in the foregoing shall be construed to required establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or Agency, Agency may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or

agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by Agency with which this transaction originated.
6. The prospective lower tier participant further agree by submitting this contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification require by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from

the award or making of this contract. For breach or violation of this warrant, Agency shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the contract, any professional or technical personnel who are or have been at any time during the period of this contract, in the employ of Agency, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Agency shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. **Compliance with Regulations.** Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.
2. **Solicitation for Subcontractors, including Procurement of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. **Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act).** During the performance of this contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
 - b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. **Information and Reports.** Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts,

other sources of information, and his facilities as may be determined by Agency or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.

5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Agency shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Agency or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Agency may, at its option, enter into such litigation to protect the interests of Agency, and, in addition, Contractor may request Agency to enter into such litigation to protect the interests of the State of Oregon.

VI. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, or as may be amended (49 CFR 26), Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assisted contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this contract.

DBE Obligations. Contractor agrees to ensure that Disadvantaged Business enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have been afforded the opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of federally-assisted contracts.

The DBE Policy Statement shall be included in all subcontracts entered into under this contract.

Records and Reports. Contractor shall provide monthly documentation to Agency that is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Agency and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Agency the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Agency.

Any DBE participation attained after the DBE has been satisfied should be reported to Agency.

DBE Certification. Only firms certified by the office of Minority, Women, & Emerging Small Business (OMWESB) Department of Consumer & Business Services (DCBS) as DBE firms may be utilized to satisfy this obligation. To verify certification status of a DBE firm, contact OMWESB at (503) 947-7976 or by internet access to OMWESB's web-site:

<http://www.cbs.state.or.us/external/omwesb/index.html>

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0%

By signing this contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Request for Proposal/Qualification for this project as required by ORS 200.045.

FOR INQUIRY CONCERNING ODOT'S DBE PROGRAM REQUIREMENT, CONTACT OFFICE OF CIVIL RIGHTS AT (503) 986-4354.

DBE Program Policy

It is the policy of the Oregon Department of Transportation (Agency), its recipients and contractors to provide Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26 and the Inter-modal Transportation Efficiency Act of 1991, with the opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

Good Faith Efforts: To determine whether a consultant has failed to meet the assigned goal but still may be awarded the contract, Agency must decide if the consultant put forth good faith efforts to meet the goal. Consultants failing to meet the assigned goal must include documentation of good faith efforts in performing the following:

- a. The consultant attended any pre-solicitation or pre-bid meetings scheduled to inform disadvantaged, minority or women business enterprises of contracting and subcontracting opportunities on the project;
- b. The consultant identified and selected specific economically feasible project units disadvantaged, minority or women business enterprises could perform;
- c. The consultant advertised in general circulation, trade association, minority and trade oriented women-focus publications, if any, concerning the subcontracting;
- d. The consultant provided written notice to a reasonable number of specific disadvantaged, minority or women business enterprises drawn from and Agency list of certified disadvantaged, minority or women business enterprises for selected disciplines in sufficient time to allow the enterprises to participate;
- e. The consultant followed up initial solicitations to determine whether the enterprises were interested;
- f. The consultant provided interested disadvantaged, minority or women business enterprises with adequate information about the plans, specifications and requirements for the selected subcontracting;
- g. The consultant negotiated in good faith with the enterprises, and did not reject any disadvantaged, minority or women business enterprises without justifiable reason;
- h. Where applicable, the consultant advised and made efforts to help interested disadvantaged, minority or women business enterprises obtain bonding, lines of credit or insurance Agency or contractor requires;
- i. The consultant's efforts to obtain disadvantaged, minority or women business enterprises participation were reasonably expected to produce a level of participation sufficient to meet Agency goals or requirements and;
- j. The consultant used the services of minority community organizations, minority contractor groups, local, state and federal minority business assistance offices and other organizations the Advocate for Minority and Women Business identified that help recruit and place disadvantaged, minority or women business enterprises.

TRANSPORTATION COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 02-3256, FOR THE PURPOSE OF AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR PERSONAL SERVICES FOR THE HIGHWAY 217 CORRIDOR STUDY

Date: December 5, 2002

Presented by: Councilor Monroe

Committee Recommendation: At its December 5 meeting, the Transportation Committee voted 2-0 to recommend Council adoption of Resolution No. 02-3256. Voting in favor: Councilor Monroe and Chair Burkholder. Voting against: None. Absent: Councilor Atherton.

Background: The current Regional Transportation Plan has identified 18 transportation corridors that are in need of further planning refinement work. The corridor initiatives process resulted in the Foster-Powell and Highway 217 corridors being given the highest priority for additional study. The transportation planning staff has assembled a funding package of \$1.1 million for the Highway 217 study including a federal value pricing pilot program grant, local matching funds from Beaverton, Tigard and Washington County and Metro funds.

Committee Issues/Discussion: Richard Brandman, Transportation Planning Director, and Bridget Wieghart, Corridor Planning Program Supervisor, presented the staff report. Brandman provided background on the identification of Highway 217 as a high priority study corridor. Ms. Wieghart explained that the purpose of the proposed resolution is to release a request for proposals for consulting services related to the study. The services being sought relate specifically to conceptual design and traffic engineering, financial and economic analysis, and public involvement. Total funding available for these consulting services is \$405,000. It is anticipated that the study will take about 18 months to complete. Ms. Wieghart explained that the study would focus on issues related to the potential addition of a lane of traffic, multi-modal issues and the potential land use effects of changes to the town centers along the corridor.

Chair Burkholder asked how the acceptance of federal value pricing funding would affect the scoping and potential recommendations that could result from the study. Ms. Wieghart responded that the initial scope of work would include the consideration of one or more value pricing related options but that Metro would be under no additional requirements and could drop these options from further consideration as the study work continued

Key Public Testimony: None.

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 02-3256, FOR THE PURPOSE OF AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR PERSONAL SERVICES FOR THE HIGHWAY 217 CORRIDOR STUDY

Date: November 25, 2002

Prepared by: Bridget Wieghart

BACKGROUND

In the 2000 Regional Transportation Plan (RTP), 18 corridors were identified that required further corridor refinement plans. These plans would further develop strategies to address transportation needs in the specific corridors. The 18 corridors were ranked as part of the Corridor Initiatives process based on a variety of factors. The Highway 217 Corridor Plan ranked highly and was identified as a priority.

Oregon Highway (ORE) 217 is the major north-south transportation route for eastern Washington County. For most of its length, it consists of four through lanes and two auxiliary lanes between interchanges. Designated as part of the National Highway System (NHS), traffic volumes have grown significantly with the development of the County. From 1989 to 1998 the daily traffic volume on ORE 217 has increased from 99,600 vehicles per day to 118,200 per day. This represents a 19% increase, or an average of 2.1% per year. Current peak hour volume reaches over 10,500 vehicles per hour or on average about 1,750 vehicles per hour per lane, which represents about 100% of the available capacity.

The Highway 217 Corridor Study work program is designed to facilitate the selection, and promote the implementation, of transportation strategies for Highway 217 between I-5 and US 26. A series of improvement alternatives will be developed and analyzed. Engineering and operational characteristics, public acceptance and financial feasibility will be evaluated. Alternatives include bringing this facility to six through lanes throughout its length plus braided ramps or auxiliary lanes. General purpose and managed lane approaches (including carpool and peak period priced lanes) for the new capacity will be evaluated. Interchange arrangement will be analyzed and refinements proposed. In addition, varying levels of transit service, demand and system management strategies and arterial improvements will be considered as a complement to highway improvements.

Recent transportation planning efforts, Oregon Department of Transportation's (ODOT) Western Bypass Study, Metro's 2000 Regional Transportation Plan, and ODOT's Oregon Highway 217 Initial Improvement Concepts Technical Memorandum, all recognize the need for at least one additional through lane in each direction in this corridor. It has also been concluded that three through lanes plus auxiliary lanes or braided ramps in each direction is the maximum that can fit within the right of way envelope without significant impacts.

A significant public involvement effort is anticipated as part of this study. Separate work programs have been developed to describe the technical and public involvement components, which will be undertaken together. The outreach efforts will be keyed into major technical milestones and information obtained from the public will feed back into the technical effort.

This Request for Proposals (RFP) is for the procurement of consulting services for the Highway 217 Corridor Study. The study requires consultant assistance for Conceptual Design and Traffic Engineering,

Financial and Economic Analysis, and Public Involvement. Metro may sign up to three personal service contracts, depending on the proposals submitted.

Metro is the project lead for the study. Project partners include FHWA, ODOT, Washington County, TriMet, the Cities of Beaverton and Tigard, and other appropriate local jurisdictions. A policy committee will be formed comprised of elected officials, business leaders and residents from the corridor.

It is anticipated that the study will take approximately 17 months after start up activities are complete. At this time, it is anticipated that the contract work would commence in February 2003 and be complete in June 2004.

ANALYSIS/INFORMATION

1. Known Opposition

There is no known opposition for the procurement of these consultant contracts.

2. Legal Antecedents

Metro Code Sec. 2.04.026 (D), requires Council approval for any contract for personal services for a term greater than 12 months and in an amount greater than \$50,000.

3. Anticipated Effects

If this resolution is adopted by the Metro Council, the Planning Department will release the Request for Proposals (RFP) to the public, participate on the evaluation team along with our local partners to select the most qualified consultant(s) to work on the Highway 217 Corridor Study, and execute the contract(s) following the selection and negotiation process.

4. Budget Impacts

The Personal Service Agreement(s) for the Highway 217 Corridor Study are included in Metro's Adopted Budget for Fiscal Year 2002-2003. The anticipated funding sources for the entire study includes, FHWA Value Pricing Grant, local match funds from Metro, City of Beaverton, City of Tigard and Washington County, in addition to ODOT PL funds, ODOT STP funds and ODOT support funds.

RECOMMENDED ACTION

This action would approve the release of the attached Request for Proposals (RFP) to the public, in order to select the most qualified consultant(s) to work on the Highway 217 Corridor Study. It would also authorize Metro's execution of the contract(s) following the selection and negotiation process.