

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ENTERING)	RESOLUTION NO. 95-2101
INTO A MULTI-YEAR CONTRACT)	
WITH THE MOST QUALIFIED)	Introduced by Mike Burton,
PROPOSER BY AUTHORIZING)	Executive Officer
ISSUANCE OF A REQUEST FOR)	
PROPOSALS FOR ENVIRONMENTAL)	
IMPACT ANALYSIS FOR THE)	
SOUTH/NORTH HIGH CAPACITY)	
TRANSIT STUDY)	

WHEREAS, the Regional Transportation Plan has designated the South/North transit corridor as the region's next priority for development, following completion of Light Rail Transit in the Westside Corridor and Hillsboro Extension, and

WHEREAS, studies have established light rail alignment and termini for study in a Draft Environmental Impact Statement (DEIS), from Clackamas County through Milwaukie, downtown Portland and Vancouver into Clark County, Washington, and

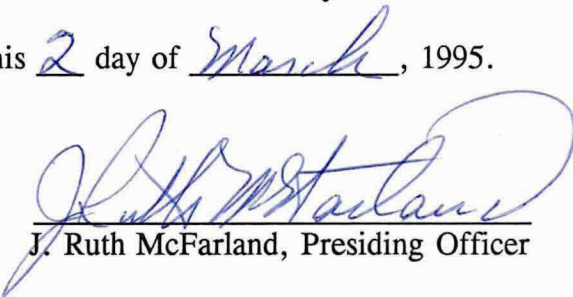
WHEREAS, it is critical to meet all federal environmental impact requirements to enable Congress to make a funding commitment when the next Intermodal Surface Transportation Efficiency Act (ISTEA) is considered in 1996, and

WHEREAS, consultant services are needed to provide specific technical expertise and as the most efficient manner to manage the large amount of work required in a timely manner, and

WHEREAS, Metro Code Section 2.04.033 (a) (1) requires the Council acting as Metro Contract Review Board to approve all multi-year contracts which commit Metro to expenditures beyond the current fiscal year and the Metro Council designated the project to be an "A" category, thereby requiring approval prior to release; now, therefore

BE IT RESOLVED, the Metro Council acting as Contract Review Board hereby approves the issuance of (RFP# 95R-4-TR) a request for proposals as attached, and authorizes the Executive Officer to execute a multi-year contract with the most advantageous proposer to assist in the development of a Draft Environmental Impact Statement (DEIS) for the South/North Transit Corridor Study.

ADOPTED by the Metro Council this 2 day of March, 1995.


J. Ruth McFarland, Presiding Officer

Staff Report

CONSIDERATION OF RESOLUTION NO. 95-2101 FOR THE PURPOSE OF AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSAL TO SELECT CONSULTANT SERVICES FOR ENVIRONMENTAL ANALYSIS AND PREPARATION OF A DRAFT ENVIRONMENTAL IMPACT STATEMENT FOR THE SOUTH/NORTH TRANSIT CORRIDOR STUDY, AND TO AUTHORIZE THE EXECUTIVE OFFICER TO EXECUTE THE CONTRACT SUBJECT TO CONDITIONS

Date: February 22, 1995

Presented by: Andrew Cotugno

PROPOSED ACTION

Approval to release a Request for Proposal so that a consulting team can be selected to work on the South/North Transit Corridor Study Environmental Analysis and preparation of a Draft Environmental Impact Statement. In addition, it is requested that the Council approve the waiving of Council review of the final contract, with execution by the Executive Officer.

FACTUAL BACKGROUND AND ANALYSIS

The South/North Transit Corridor Study is moving into the environmental analysis phase. In this phase, Metro will analyze in detail the performance and impacts of a variety of alternatives, including but not limited to: a full-length light rail build alternative; a short terminus alternative and a no-build alternative. The analysis will provide technical analysis and information for regional decision-makers to make an informed decision on which alternative to pursue.

To define and analyze these alternatives requires specialized technical expertise and staffing requirements beyond the capacity of project planning staff. The hiring of this expertise by contract is the most cost-effective method of acquiring these services.

The environmental analysis will address the National Environmental Policy Act (NEPA) and the State of Washington Environmental Protection Act (SEPA), for the portion of the corridor in Washington State. Topics of environmental analysis intended to be addressed by the consultant team include:

Land Use	Economic
Transportation and Transit	Communities, Neighborhoods, and Social
Visual and Aesthetic	Air Quality
Noise and Vibration	Ecosystems
Soils and Geology	Water Quality and Hydrology
Hazardous Materials	Historic, Archaeological and Cultural
Parklands	Displacements and Relocation
Energy	

The primary products expected from the consultant will include:

1. Social, Economic and an Environmental Impacts Methodology Report with an existing conditions environmental reconnaissance,
2. A series of results reports addressing the topics listed above; and
3. A Draft Environmental Impact Statement (DEIS).

The tentative schedule for release of the RFP and selection of the consultant team is generally:

1. Release of the RFP, draft scope of work and pre-proposal meeting in early February 1995 (subject to Metro Council approval);
2. Proposals due in March, 1995;
3. Interviews by the end of March, 1995;
4. Selection of a consultant team for contract negotiation by early to mid-April, 1995; and
5. Execute a contract by the end of April, 1995.

Metro may later consider an extension of the contract with the selected consultant team to complete the Final Environmental Impact Statement (FEIS) and a series of mitigation reports. This action would require a subsequent Metro Council action.

The generalized time frame for the consultant work is expected to be:

1. Completion of the SEE methodology by May, 1995;
2. Completion of the series of results reports by Fall, 1995; and
3. Completion of the DEIS by Spring, 1996.

The Environmental Analysis RFP is a component of the Coordinated Interdepartmental FY 1994-95 Work Plan. Funding for this contract is from a variety of sources, including a Federal Transit Administration Grant, State of Washington High Capacity Transit funds, State of Oregon Lottery funds and other local sources.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 95-2101.

95-2101.RES
February 22, 1995
bc

M E M O R A N D

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
TEL 503 797 1700 | FAX 503 797 1797



METRO

DATE: February 17, 1995

TO: Councilor Rod Monroe
Casey Short
Susan Lee

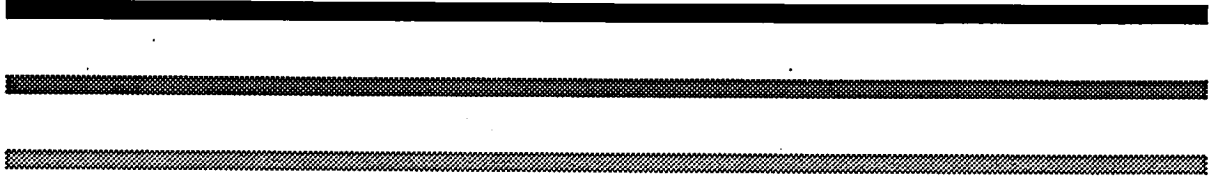
FROM: Cathy Ross

RE: Resolution No. 2101, For The Purpose of Authorizing Issuance Of a Request For Proposal To Select Consultant Services For Environmental Analysis And Preparation Of A Draft Environmental Impact Statement For The South/North Transit Corridor Study, And To Authorize The Executive Officer To Execute The Contract Subject To Conditions.

The attached resolution has been filed with the council office and will be on the March 2, 1995 agenda. This is being sent to you because it is proposal regarding Transportation Planning.

RFP#
95R-4-TR

Request for Proposals



South/North Transit Corridor Study:

Environmental Analysis, Results Reports and Draft
Environmental Impact Statement

Metro
South/North Transit Corridor Study
600 N.E. Grand Avenue
Portland, Oregon 97232-1794

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Attachments

Attachment A: Scope of Work

Scope of Work
Draft Results Reports Outlines
Draft DEIS Outline

Attachment B: DBE Requirements

B1: Metro Code Provisions regarding Disadvantage Business Enterprises
B2: Disadvantaged Business Program Compliance Form
B3: Disadvantaged Business Enterprise Utilization Form

Attachment C: Contract Requirements

Personal Services Agreement
Exhibit A: Scope of Work (to be added during contract negotiations)
Exhibit B: Certification
Exhibit C: Federal Provisions

Attachment D: Related Documents

List of related documents available for review and purchase

Attachment E: Qualification/Proposal forms

E1: Statement of qualification forms
E2: Project example forms
E3: Resume' forms for key individuals and task leaders
E4: Cost Proposal breakdown by task

Attachment F: Outline/Table of Contents for Biological Assessment

Attachment G: Schedule

Request for Proposals

South/North Transit Corridor Study Environmental Analysis, Results Reports and Draft Environmental Impact Statement

1 Introduction

1.1 Summary

Metro hereby requests proposals from firms interested and qualified in assisting in assessment of the environmental impacts of various alternatives and documentation of that analysis in a series of results reports and a Draft Environmental Impact Statement (DEIS) for the South/North Transit Corridor Study.

This Request for Proposals (RFP) outlines the documentation required in order to be responsive to this solicitation, and identifies the consultant selection process. The successful consultant team will be selected based upon their qualifications and proposal to assist in the environmental analysis and documentation.

The complete environmental analysis for the South/North Transit Corridor Study has several steps which can generally be summarized as follows:

1. Definition of Alternatives and preparation of Methodologies
2. Environmental Analysis and preparation of Results Reports
3. Preparation of a Draft Environmental Impact Statement (DEIS)
4. Preparation of a Final Environmental Impact Statement (FEIS) and Mitigation Plans

At this time, proposals are being sought for assistance in the preparation of the social economic and environmental methodologies for the analysis; documentation of the analysis in a series of results reports; and, the development of a DEIS. Metro, in cooperation with Tri-Met and C-TRAN will define the alternatives.

Metro may, at its discretion, negotiate an extension of the contract resulting from this RFP process to include preparation of all or parts of a FEIS and mitigation plans. Metro will base that decision upon issues including, but not necessarily limited to, budget, schedule, agency staffing needs, and consultant performance in preparing the environmental analysis, results

reports and the DEIS. Under the current study schedule, the option to extend the contract would be undertaken sometime in the Fall of 1996 and would require Metro Council approval.

Proposals responding to this solicitation may be submitted on the basis of a full team seeking to complete the scope of work. Metro reserves the right to accept or reject any or all proposals in whole or in part, and specifically reserves the right to cancel or modify all or a part of this solicitation prior to contract execution by written addendum.

1.2 Pre-Proposal Meeting

Interested firms are encouraged to attend a pre-proposal meeting which will be held to discuss this RFP and the South/North Transit Corridor Study, and to answer any questions about the proposed scope of work or selection process. The meeting will be held on Tuesday, March 7, 1995 at 1:30 p.m. PST in the Metro Council Chambers, at the Metro Regional Center, Third Floor, 600 North East Grand Avenue, Portland, Oregon, 97232. A list of all RFP recipients to-date will be distributed at the pre-proposal meeting. A list of all attendees at the pre-proposal meeting will be distributed at the meeting prior to its conclusion.

1.3 Contacts For Questions

Technical questions concerning the scope of work or the consultant selection process shall be directed to Sharon Kelly Meyer (503) 797-1753. For information concerning the DBE requirements please contact Richard Wiley, Procurement Officer (503) 797-1713.

1.4 Submittal Requirements

All information shall be submitted at the dates and times indicated herein to Metro. Any firms failing to submit information in accordance with the procedures set forth herein will not be considered responsive and may therefore be subject to disqualification by Metro's Consultant Selection Committee. All proposals must be clearly marked "South/North Environmental Analysis Proposal" and contain all information outlined herein.

An original and fifteen copies of the proposals shall be received at Metro no later than 5:00 P.M. PST, Tuesday March 28, 1995, at the Metro Transportation Planning Department, 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, Attention Berthe' Carroll Secretary Transportation Planning Section. Note that post marks do not qualify in meeting this requirement.

1.5 Funding

Funding for this project is provided through a combination of federal (FTA) Grant funds and local match from the State of Washington, the State of Oregon, Metro, Tri-Met, C-TRAN and other local jurisdictions in the study corridor.

1.6 Disadvantaged Business Enterprise (DBE) Requirements

Federal funding requires and Metro has made a specific commitment to provide maximum opportunities for DBEs in its contracting activities. As such the successful proposer shall be required to meet the 13% DBE goal. If the goal cannot be met, the proposer must demonstrate that a good faith effort has been made to meet the goal. More detailed information on the DBE goals and requirements are included in Attachment B, DBE Requirements.

2 Background

2.1 Federal Transit Administration (FTA) Requirements

The analysis of major investments is an analytical and decision-making process used to advance a major transit capital improvement project toward implementation. Prior to October 1993 FTA utilized Alternatives Analysis (AA), a highly prescribed planning methodology required of agencies to guide the evaluation process used by jurisdictions contemplating major public transportation capital investments and desiring federal financial participation. These studies followed the procedures required by FTA in their guidance titled, Procedures and Technical Methods for Transit Project Planning, amended through February 1993. The guidance includes both the FTA AA requirements and the linkages between the AA process and the federal Environmental Impact Analysis requirements.

The AA process has recently been supplemented with the Major Investment Study Regulations outlined in the Metropolitan Planning Rule. Because the South/North Transit Corridor Study had initiated its environmental process (i.e. issued notification in the *Federal Register* on October 12, 1993 of FTA's intent to publish a DEIS prior to the new regulations going into effect), Metro has participated in a consultation with FTA, ODOT, WDOT and other agencies, and has initially determined that no modifications to the South/North work plan are required to comply with the new regulations.

All work performed by consultants within this project's scope of work shall conform to the standards set forth in the Metropolitan Planning Rule, the FTA Guidance and other applicable federal regulations, such as National Environmental Policy Act and Section 106 regulations, as well as (for the portions of the study area in the state of Washington) the requirements of SEPA.

2.2 Previous HCT Studies

2.2.1 Banfield LRT

In 1986, construction was completed on Portland's first high capacity transit facility, an LRT line, connecting downtown Portland to Gresham. Completed with Interstate Transfer and Section 3 funds, the line begins in downtown Portland, crosses the Willamette River on the Steel Bridge, parallels I-84 across I-205 to the Gateway Transit Center, and parallels Burnside Road to Gresham.

2.2.2 Westside Project

The Westside Project includes the extension of Light Rail Transit from downtown Portland to S.W. 185th Avenue and Baseline Road. The planned alignment will generally travel west parallel to Highway 26, including a 3.5 mile tunnel, between downtown Portland and Highway 217. It will then generally travel south parallel to Highway 217 between Highway 26 and Beaverton. It will then generally travel west parallel to or within the Burlington Norther Railroad alignment between downtown Beaverton and S.W. 185th Avenue and Baseline Road.

In 1983, the region selected LRT as the Locally Preferred Alternative (LPA) for the Westside Project as the result of an Alternatives Analysis and DEIS. Although the AA/DEIS evaluated alignments extending to the westside of the region via a number of routes to the south and north and to Forest Grove, the locally preferred alternative included a terminus at S.W. 185th Near Baseline Road. Progress on the Westside Project was delayed due to the need to concentrate regional attention on implementation of the Banfield LRT line. When work on the Westside project resumed in 1987 conditions in the corridor had changed enough that a Supplemental Draft Environmental Impact Statement (SDEIS) was required. The SDEIS was completed in January 1991, and in April 1991 LRT was selected as the locally preferred alternative by Tri-Met and various participating agencies. This decision included modifications to the preferred alternative including a tunnel alignment through the West Hills and a terminus at 185th and Baseline Road.

The Westside Project's Final Environmental Statement (FEIS) was completed and published in September 1991, and a Record of Decision (ROD) was subsequently published by the Urban Mass Transportation Administration (UMTA). Following receipt of the ROD and a Letter of No Prejudice (LONP), Tri-Met proceeded with final engineering and right-of-way purchase. A Full Funding Grant Agreement (FFGA) for the Westside Project was executed with the Federal Transit Administration (FTA). The project is expected to be completed and operational by September 1997.

2.2.3 Hillsboro Corridor

In 1990, the Hillsboro Corridor AA/DEIS study was initiated to determine whether the Westside LRT line should be extended west past 185th into downtown Hillsboro. In April 1993 a DEIS was released and in March 1994 the FEIS was completed. An LRT Extension into downtown Hillsboro via Washington Street was selected as the Locally Preferred Alternative. In October 1994 Final Design was begun and construction is expected to begin in December 1995. The extension is projected to begin operation in fall of 1998.

2.2.4 North/South Transit Corridor Study

The North/South Transit Corridor Study was the combination of the I-205/Milwaukie and I-5/I-205 Portland /Vancouver Preliminary Alternatives Analyses. These studies were initiated in early 1992 and concluded in April 1993 with the selection of the priority corridors. In the South, the Priority Corridor selected was the Milwaukie Corridor, and in the North, the I-5 North Corridor was selected as the priority corridor. In addition, the region decided to add an extension from I-5 to the Vancouver Mall, parallel to SR-500 to the North Priority Corridor for further study in Alternatives Analysis. Finally, the study concluded with the decision to unify the South and North Corridors into a single Priority Corridor, called the South/North Transit Corridor.

2.3 South/North Corridor Transit Corridor Study

The substance of the South/North Transit Corridor Study involves analyzing and evaluating transit alternatives in the Portland/Vancouver metropolitan area between Clackamas County, Oregon in the south, through downtown Portland and into Clark County, Washington in the north.

2.3.1 Project Initiation

In June 1993, the region requested authorization from FTA to advance the South/ North Transit Corridor Study into Alternatives Analysis. Approval of the request was received from FTA in October 1993. Publication of Metro's intent to prepare an EIS on Alternative Transit Improvements within the South/North Corridor was published in the *Federal Register* in October 1993.

FTA also approved the study's preliminary work plan in October 1993. The Work Plan divides the study into two Tiers:

Tier I: To determine which LRT Terminus and Alignment Alternatives will advance into the Tier II DEIS for further study.

Tier II: To prepare and publish the Draft Environmental Impact Statement (DEIS) and to select a Locally Preferred Alternative (LPA). Tier II would be followed by the completion of the FEIS.

Metro conducted the federal scoping process for the South/North DEIS in late 1993. The process included an analysis and comparison of several High Capacity Transit modes and identification of LRT alignment alternatives. Scoping concluded in December 1993 with the selection of LRT as the HCT mode, and several LRT terminus and alignment Alternatives, to advance into Tier I for further analysis.

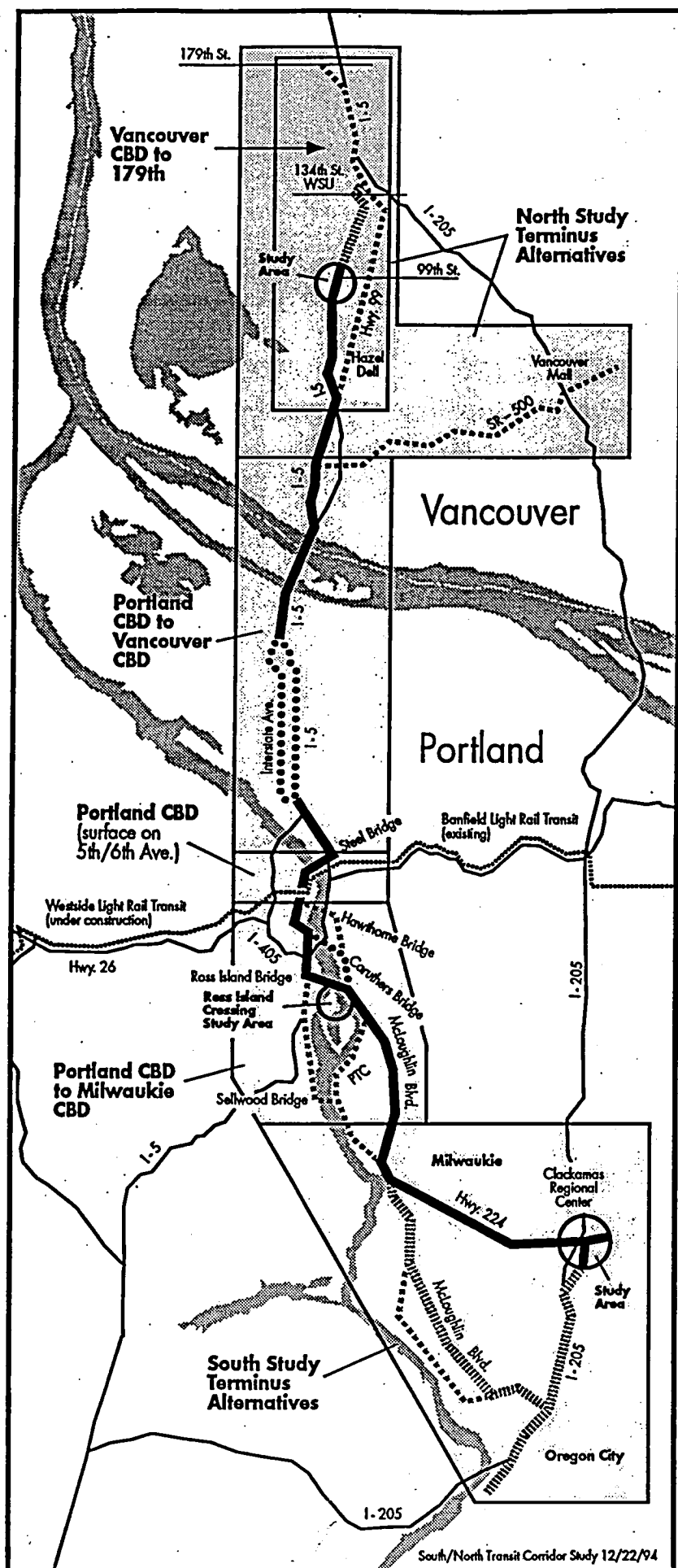
Metro, C-TRAN and the participating jurisdictions have prepared data on these alternatives. A summary and map of the Tier I decisions are included in Figure 1. Final approval of those alternatives to advance into Tier II for further study has been made by the Metro Council and C-TRAN Board of Directors in December 1994. Action on some alignment alternatives and design options has been deferred so Spring 1995.

2.3.2 Project Structure

Metro and the Region have adopted an organizational structure for HCT Studies which provide the basis for oversight of the South/North Transit Corridor Study. Figure 2 illustrates the organizational structure for the South/North study. Metro is the local lead agency for the South/North study (C-TRAN is the local lead agency for the SEPA analysis, for the portions of the study area in Clark County Washington). Participating agencies and jurisdictions include C-TRAN, Tri-Met, Oregon and Washington Departments of Transportation, the Southwest Washington Regional Transportation Council, Clackamas, Multnomah and Clark Counties, and the Cities of Portland, Vancouver, Milwaukie, Oregon City and Gladstone.

The structure and decision making process is structured based on the model developed for the Westside and Hillsboro Projects. A Technical Advisory Committee (TAC) is made up of technical staff from participating agencies and meets approximately every two weeks. The TAC develops and reviews the technical evaluation. The Project Management Group (PMG) meets approximately once every two weeks and provides policy oversight to the study and TAC. The Citizen's Advisory Committee (CAC) meets every month, and provides for citizen input and recommendations. The Steering Group, made up of elected officials from participating agencies, meets approximately quarterly or as needed. The local jurisdictions and participating agencies review major recommendations relating to the study as needed and forward their recommendations to Metro and C-TRAN. The Metro Council and C-TRAN Board of Directors are charged reviewing the recommendations that come through the full process and then making the final decisions regarding the study for the region.

Task responsibilities for the project are distributed between the participating agencies and the project consultant team. *The South/North Transit Corridor Study: Work Plan Alternatives Analysis/Draft Environmental Impact Statement, May 1994*, specifies the task responsibilities of the participating agencies.



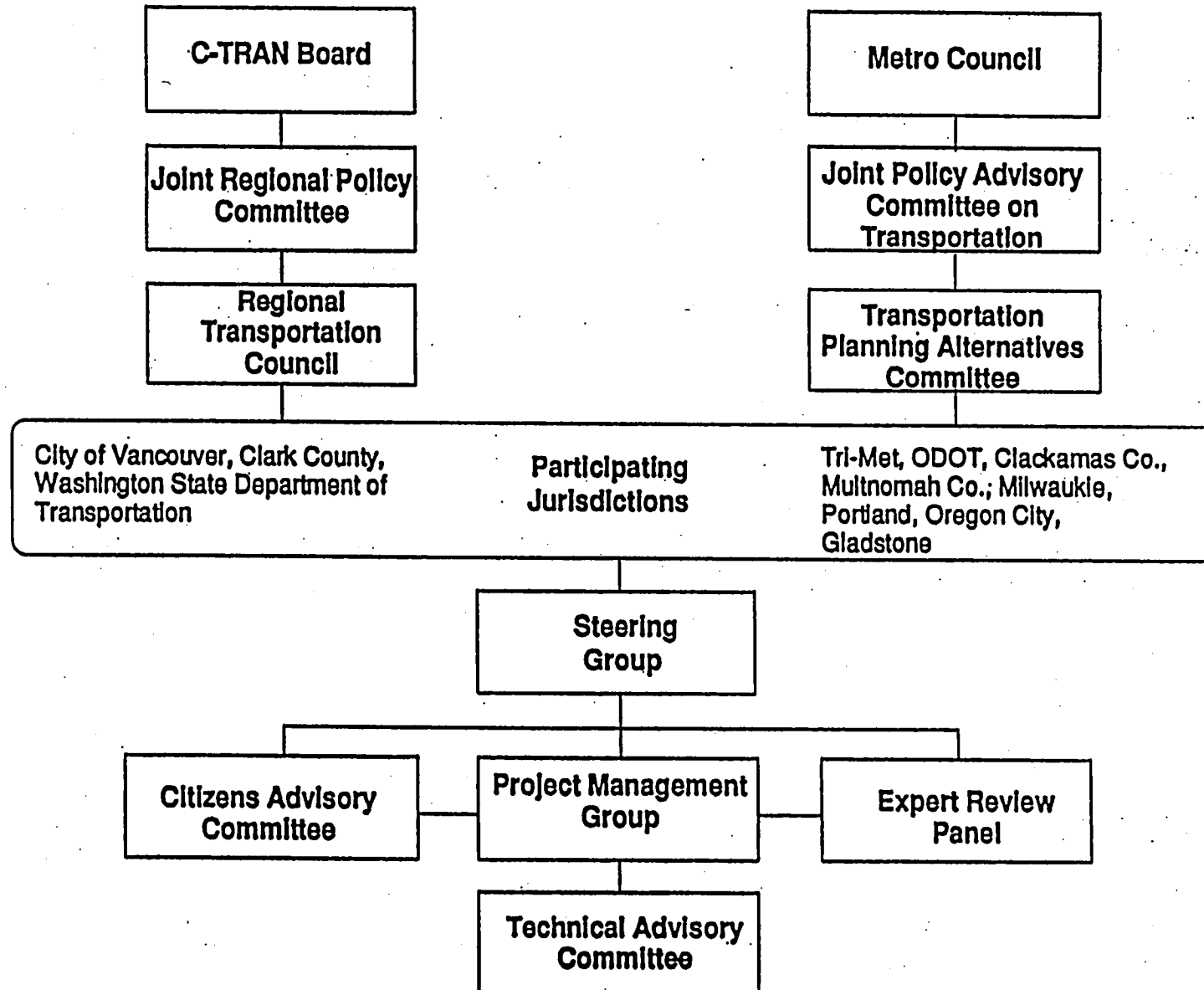
Metro Council C-TRAN Board of Directors

South/North Terminus and Alignment Alternatives Approved for Further Study

- To be studied within the Tier II DEIS
-** Pending further Tier I analysis and public comment
- ~~~~~** To be studied later in Phase II
- Removed from further study

Figure 1

Figure 2
South/North AA Organizational Structure



2.3.3 South/North Corridor Preliminary Engineering

It is the region's intention to initiate Preliminary Engineering for the South/North Transit Corridor Study concurrent with the development of the environmental analysis and DEIS. This consultant procurement process does not include, and is not intended to be amended to include work plan elements for Preliminary Engineering services. However, environmental services required to assist in the Preliminary Engineering effort may be added to this scope of work at a future time if required. Tri-Met will be responsible for developing and managing the Preliminary Engineering work plan.

2.3.4 South/North Corridor Final Environmental Impact Statement

Following completion of the DEIS, and selection of a Locally Preferred Alternative, Metro may, at its discretion, extend the personal services contract resulting from this procurement process to include preparation of the FEIS and mitigation plans. Extension of the contract would require Metro Council approval.

2.3.5 Alternatives Being Evaluated

A comprehensive description of the alternatives to be evaluated within the environmental analysis will be defined in the *Detailed Definition of Alternatives Report*, which is anticipated in the spring of 1995. Following is a brief description of the alternatives expected to be evaluated in the DEIS:

- **No-Build**

The No-Build Alternative includes all the highway, transit and LRT improvements within the South/North Corridor currently in place or within the region's adopted TIP.

- **LRT Build Alternative**

The LRT Build Alternative is expected to include development of Light Rail Transit from a terminus in the vicinity of the Clackamas Town Center in Clackamas County in the South, through downtown Milwaukie, crossing the Willamette River into downtown Portland, again crossing the River on the Steel Bridge into north Portland and then crossing the Columbia River into downtown Vancouver, and progressing north to a terminus location in the vicinity of 99th Street.

- **LRT Short Terminus Build Alternative**

An LRT Short Terminus Build Alternative may be evaluated, possibly from Milwaukie to Vancouver.

The Transportation Systems Management (TSM) Alternative is expected to be developed primarily for the purpose of developing a Cost Effective Index (CEI) evaluation. It is Metro's current expectation that the study will not be required to develop a full TSM Alternative for evaluation of environmental impacts in the DEIS. FTA has indicated an interest in this approach. FTA concurrence will be sought prior to initiation of the environmental analysis. The scope of work in Attachment A does not include environmental analysis of a TSM Alternative.

2.3.6 Work Completed To Date

- Scoping Report
- Tier I Analysis - Technical Summary Report, Final Recommendation Report
- Final Tier I Decisions
- Phase 1 (SEPA) Final EIS on the High Capacity Transit System (Pre-AA), C-TRAN
- Final (SEPA) SFEIS on the High Capacity Transit System, (Pre-AA), C-TRAN

2.3.7 Tier II

Tier II of the South/North Transit Corridor Study has four major components as described below. The consultant services being sought to support these work tasks are described in more detail in the "Scope of Work" included in Attachment A.

- Detailed Definition of Alternatives;
- Development of Methodologies;
- Impact Assessment and Results Reports; and,
- Preparation of the Draft Environmental Impact Statement

3 Procurement Process

3.1 General

Metro is seeking proposals from firms interested and qualified in assisting in the environmental analysis and preparation of results reports for the South/North Transit Corridor Study. This Request for Proposals (RFP) outlines the information necessary to participate in the consultant selection process and the documentation required to be deemed responsive to this

solicitation.

Proposals are being sought concurrently for the preparation of the Social, Economic and Environmental (SEE) Methodologies, environmental analysis for the Results Reports and the Draft Environmental Impact Statement. A consultant team will be selected, based upon their qualifications and proposals, to assist in the preparation of Methodology Report, Results Reports and DEIS.

Metro may, at its discretion, decide to negotiate an extension of the contract resulting from this RFP process to include preparation of all or parts of the FEIS and Mitigation Plans. Metro will base that decision upon issues such as budget, schedule, agency staffing needs, and consultant performance in preparing the environmental analysis and results reports. The option to extend the contract will be undertaken sometime in the Fall of 1996 and will require Metro Council approval.

After reviewing this RFP and the accompanying supplemental information, any firm that determines it has the necessary expertise, experience and could successfully perform the required services may submit a proposal for study addressing the items set forth herein. Metro's staff and the Consultant Selection Committee will evaluate all proposals and select a single prime consultant and team to negotiate a contract with.

Metro reserves the right to reject any and all proposals received. The Selection Committee will be the ultimate authority in selection of a finalist. They will select the proposer and proposal which is deemed to best meet all the requirements set forth in this RFP and appears to be in the best interest of Metro. All costs incurred in the preparation of a proposal and participating in the RFP process shall be borne by the proposing firms. Proposals submitted in response to this RFP shall become the property of Metro and considered public documents under applicable Oregon State laws.

Metro, and the consultant selection committee, may at its discretion, narrow the number of consultant teams asked to participate in the interviews. Screening for interviews will be based upon the selection criteria in Section 3.4. Prior to interviews/presentations the remaining consultant teams may be required to submit further information relating to their qualifications and proposals.

3.2 Consultant Selection Schedule

The estimated schedule for the consultant selection process is defined below. This schedule may be changed as necessary by Metro.

October 4, 1994	Notice of Intent to Release RFP
March 2, 1995	Metro Council Approval to Release RFP
March 7, 1995	Pre-Proposal Meeting

March 28, 1995	Proposals Due
March 31, 1995	Selection of Firms to Interview
April 5, 1995	Oral Interviews
April 14, 1995	Consultant Selected for Negotiation
May 15, 1995	Sign Negotiated Contract and Notice to Proceed

3.3 Consultant Selection Committee

All proposals will be evaluated by a Consultant Selection Committee, made up of approximately six staff members from jurisdictions participating in the South/North Transit Corridor Study and the Project Manager. Assessment of the proposals and teams will be prepared for the committee by Metro and other participating agency staff.

3.4 Selection Criteria and Considerations

Selection of a consultant shall be based upon the following criteria. The Consultant Selection Committee will assess each consultant team relative to these criteria, and the information presented to and gathered by Metro through this consultant selection process.

1. Related Experience and Technical Competence - 20 Points

Specialized experience and technical competence of the proposed team personnel to complete the type of work required to complete the study. Of specific importance is recent experience and expertise in preparing the Washington State SEPA and Federal NEPA Environmental Analysis, Results Reports and DEIS for projects of similar scope and scale, including but not limited to, direct and recent experience in completing an FTA regulated DEIS/FEIS process.

2. References and Successful Projects - 20 Points

References for successful projects of similar scope and scale using substantially the same personnel for the prime and sub-consultants as proposed for this study. This assessment will include such factors as control of costs, responsiveness to staff direction, quality of work, ability to meet schedules, and other managerial and attitudinal considerations.

3. Commitment to Complete the Project - 15 Points

The firm and team members' demonstrated capacity and capability to complete the analysis and documentation required for this environmental analysis accurately, efficiently and within the schedule provided.

4. Documentation Capabilities - 15 Points

The firm and team members' demonstrated capacity and past experience to quickly and accurately prepare and compile large, complex and technical documentation from a variety of sources, and the capacity to coordinate and integrate review and comment from various sources into the completed document.

5. Writing and Regulation Compliance - 10 Points

The firm and the team members' ability to demonstrate strong technical writing, attention to detail and ability to comply with state and federal regulations in documentation and in technical reports.

6. Communication Skills - 10 Points

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

7. Cost - 10 Points

Cost of the proposed services and how accurately the proposed project budget reflects the level of effort necessary to complete the scope of work and the proposed Work Plan.

A proposal may respond to all or part of the requested services and qualifications. Metro reserves the right to select the component(s) for which the consultant submits the most competitive proposal and may offer a contract for only that portion. The selection of the consultant team is the sole responsibility of the consultant selection committee, and their decision is final.

3.5 Notification

Metro shall endeavor to notify all participants as specific stages are reached and resolved.

- Request for qualifications and proposals;
- Selection of Firms for interviews/presentations;
- Disqualification of a firm;
- Selection of a finalist to negotiate a contract; and
- Notice to Proceed.

Project _____
Contract No. _____

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the METRO, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, and _____, referred to herein as "Contractor," located at _____. Federal ID# _____.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. **Duration.** This personal services agreement shall be effective _____ and shall remain in effect until and including _____, unless terminated or extended as provided in this Agreement.
2. **Scope of Work.** Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. **Payment.** Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed _____ AND ____/100THS DOLLARS (\$_____).
4. **Insurance.**
 - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
 - (2) Automobile bodily injury and property damage liability insurance.

b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Project Records. The Contractor shall establish and maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. To facilitate the administration of the Project, separate accounts shall be established and maintained within the Contractor's existing accounting system or set up independently. Such accounts are referred to herein collectively as the "Project Account." The Contractor shall charge to the Project Account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of Metro, shall not be considered eligible costs. All costs, charged to the Project, including any approved services contributed by the Contractor or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Audits, Inspections and Retention of Records. Metro, the Oregon and Washington Departments of Transportation, the State Auditors, and any of their representatives shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of the Contractor's records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, accounting records and other materials pertaining to costs incurred in connection with the project shall be retained by the Contractor for three years from the date of completion of the project to facilitate any audits or inspections. If any litigation, claim, or audit is commenced, the records along with supporting documentation shall be retained until any litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

10. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

11. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

12. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

13. Equal Employment Opportunity. The Contractor agrees to abide by all state and federal laws and regulations with respect to employment. This includes, but is not limited to, equal opportunity employment, nondiscrimination assurances, project recordkeeping, audits, inspection, and retention of records and will adhere to all of the nondiscrimination provisions in Chapter 49.60 RCW, Laws of the State of Washington.

14. Federal Funds Provisions.

a. If this payment is to be charged against federal funds, the Contractor certified that it is not currently employed by the federal government. Contractor further certifies that it is not currently employed by the State of Oregon.

b. If federal funds are involved in this Agreement, Exhibit "B", Certificate of Consultant, and Exhibit "C," Federal Provisions, including Certification of Involvement In Any Debarment and Suspension, are incorporated into this Agreement by reference.

c. Contractor shall not be compensated for work performed under this Agreement by any other federal, state, or local agency.

d. This Agreement may be terminated by Metro upon 30 days notice, in writing and delivered by certified mail or in person if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. The Agreement may be modified to accommodate a reduction in funds.

15. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the state of Oregon and shall be conducted in the circuit court of the state of Oregon, for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

16. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

17. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor ___ days prior written notice of intent to terminate, without waiving any claims or remedies it may have against

Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

18. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

19. Severability. The parties agree that if any term or provision of this Agreement 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 Agreement did not contain the particular term or provision held to be invalid.

20. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

METRO

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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CERTIFICATION OF CONSULTANT

I hereby certify that I am the _____ (title) and duly authorized representative of the firm of _____, whose address is _____, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

DATE

SIGNATURE

CERTIFICATION OF AGENCY OFFICIAL

I hereby certify that I am the Agency Official of _____ Oregon, and that the above consulting firm or his representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to:

- (a) employ, retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

DATE

SIGNATURE

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Federal Provisions**CERTIFICATION OF NONINVOLVEMENT IN ANY
DEBARMENT AND SUSPENSION**

As a supplement to this proposal, the Contractor on this project shall complete the following certification with regard to current involvement in any debarments, suspensions, indictments, convictions, and civil judgement indicating a lack of business integrity.

(Name and Title of Authorized Representative of Contractor)

(Signature)

being duly sworn and under penalty of perjury under the laws of the State of Oregon, certifies that, except as noted below,

(Name of Firm)

certifies to the best of its knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by an Federal department or agency;
- Have not within a three-year period preceding this proposal been convicted of or had a civil judgement 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;
- 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
- 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 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.

**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 Agency's 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 presentation of fact upon which reliance was placed when the 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 the Agency may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to the 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 the Agency's _____ 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 the Agency entering into this transaction.
7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 title, "Appendix B -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions", provided by the 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 the Agency may terminate this transaction for cause of default.

**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, the Agency 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 the department or agency with which this transaction originated.
6. The prospective lower tier participant further agreed 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 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.
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, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

- (1) 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.
- (2) 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.

Employment

- A. 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 warranting, 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.
- B. 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.

- C. 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.

Nondiscrimination

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

- A. **Compliance and 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 Agency of Transportation relative to nondiscrimination in Federally assisted programs of the Agency 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 the Appendix B of the Regulations.
- B. **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.
- C. **Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act).** During the performance of this contract, Contractor agrees as follows:
 - (1) 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.

- (2) 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.

D. **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, ODOT, or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.

E. **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:

- (1) Withholding of payments to Contractor under the agreement until Contractor complies; and/or
- (2) Cancellation, termination, or suspension of the agreement in whole or in part.

F. **Incorporation of Provisions.** Contractor will include the provisions of paragraph A through F 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 Agency.

Disadvantaged Business Enterprise (DBE) Policy

In accordance with Title 49, Code of Federal Regulations, Part 23, or as may be amended (49 CFR 23), Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the Oregon Department of Transportation (Department) that Disadvantaged Business Enterprises as defined in 49 CFR 23 shall have the maximum

opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR 23 apply to this contract.

DBE Obligations. Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regards, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 23 to ensure that Disadvantaged Business Enterprises have the maximum 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 it 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 goal has been satisfied should be reported to the Agencies.

DBE Definition. Only firms certified by the Executive Department, State of Oregon may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL ____ %

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.

Lobbying

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

- A. 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.

- B. 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.

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Attachment D

Related Documents

Documents Available for Review and Purchase

The following documents are available for consultants to review at the Metro Planning Department, 600 NE Grand Avenue, Portland, Oregon 97232-2736. Copies of the reports may be purchased from Metro for the cost of copying. Please contact Berthe' Carroll at (503) 797-1857 to inquire.

South/North Documents

1. *Draft Description of Wide Range of Alternatives Report*. July 20, 1993. (89 Pages - \$9.00)
2. *Preliminary Alternatives Report for Scoping Meeting*. October 25, 1993. (62 Pages - \$6.00).
3. *Appendix II Mode and Alignment Workshop Report*. October 25, 1993. (75 Pages - \$7.50).
4. *Tier I Description of Alternatives Report*. December 17, 1993. (55 Pages - \$5.50).
5. *Tier I Evaluation Methodology Report*. December 17, 1993. (55 Pages - \$5.50).
6. *Work Plan Alternatives Analysis / Draft Environmental Impact Statement*. May 1994. (135 Pages - \$13.50).
7. *Briefing Document - Tier I Technical Summary Report*. August 15, 1994. (55 Pages - \$5.50).
8. *Narrowing the Options - A Summary of Tier I Public Meetings and Comments*. September 13, 1994. (412 Pages - \$41.00).
9. *Tier I Technical Summary Report - South/North Steering Group*. September 14, 1994. (275 Pages - \$27.50).
10. *Tier I Final Recommendation Report - South/North Steering Group*. October 6, 1994. (25 Pages - \$2.50).

Hillsboro Corridor Documents

1. *Westside Corridor: Travel Forecasting Methodology Report Westside and Hillsboro Corridor Alternatives Analysis*. January 1991. (170 Pages - \$17.00).
2. *Hillsboro Corridor AA: Detailed Definition of Alternatives*. July 1991. (140 Pages - \$14.00).
3. *Hillsboro Corridor AA: Evaluation Methodology Report*. January 1992. (70 Pages - \$7.00)

4. *Hillsboro Corridor AA: Technical Appendix for Purpose and Need Report.* Summary of State and Local Land Use Policies. January 1992. (25 Pages - \$2.50).
5. *Hillsboro Corridor AA: Capital Cost Estimates Report.* June 1992. (55 Pages - \$5.50).
6. *Hillsboro Corridor AA: Ecosystems Results Report.* June 1992. (134 Pages - \$13.50).
7. *Hillsboro Corridor AA: Hazardous Materials Results Report.* June 1992. (82 Pages - \$8.00).
8. *Hillsboro Corridor AA: Hydrology and Water Quality Results Report.* June 1992. (80 Pages - \$8.00).
9. *Hillsboro Corridor AA: Local & Systemwide Traffic Impacts Results Report.* June 1992. (145 Pages - \$14.50).
10. *Hillsboro Corridor AA: Purpose and Need Report.* June 1992. (55 Pages - \$5.50).
11. *Hillsboro. Corridor AA: Air Quality Impact Results Report.* July 1992. (70 Pages - \$7.00).
12. *Hillsboro Corridor AA: Noise and Vibration Impacts Results Report.* July 1992. (175 Pages - \$17.50).
13. *Hillsboro Corridor AA: Displacement and Relocation Results Report.* August 1992. (50 Pages - \$5.00).
14. *Hillsboro Corridor AA: Energy Impact Results Report.* August 1992. (65 Pages - \$6.50).
15. *Hillsboro Corridor AA: Historic, Archaeological and Cultural Resources Results Report.* September 1992. (280 Pages - \$28.00).
16. *Hillsboro Corridor AA: Land Use and Economic Impacts Results Report.* September 1992. (120 Pages - \$12.00).
17. *Hillsboro Corridor AA: Parklands Results Report Preliminary 4(f) Evaluation.* September 1992. (60 Pages - \$6.00).
18. *Hillsboro Corridor AA: Final Definition of Alternatives Report.* October 1992. (200 Pages - \$20.00).
19. *Hillsboro Corridor AA: Transit Impacts Results Report.* October 1992. (70 Pages - \$7.00).
20. *Hillsboro Corridor AA: Travel Demand Forecasting Results Report.* October 1992. (106 Pages - \$10.50).

21. *Hillsboro Corridor AA: Visual Quality and Aesthetic Impacts Results Report.* October 1992. (130 Pages - \$13.00).
22. *Hillsboro Corridor AA: Financial Analysis Results Report.* November 1992. (134 Pages - \$13.50).
23. *Hillsboro Corridor AA: Neighborhood Impacts Results Report.* November 1992. (55 Pages - \$5.50).
24. *Hillsboro Corridor AA: Operations and Maintenance Cost Results Report.* November 1992. (60 Pages - \$6.00).
25. *Hillsboro Corridor AA: Draft Environmental Impact Statement Executive Summary.* April 1993. (45 Pages - \$4.50).
26. *Hillsboro Corridor AA: Draft Environmental Impact Statement.* April 1993. (460 Pages - \$46.00).
27. *Hillsboro Corridor AA: Locally Preferred Alternative Report.* July 1993. (100 Pages - \$10.00).
28. *Hillsboro Corridor AA: Hillsboro Corridor Briefing Document.* August 4, 1993. (30 Pages - \$3.00).
29. *Hillsboro Corridor AA: Central Hillsboro Parking Survey: Hillsboro Corridor Final Environmental Impact Statement.* November 1993. (25 Pages - \$2.50).
30. *Westside Corridor: Draft Section 4(f) Documentation.* January 1994. (50 Pages - \$5.00).
31. *Westside Corridor: Hazardous Materials Mitigation Plan.* February 1994. (50 Pages - \$5.00).
32. *Westside Corridor: Local Traffic and Parking Mitigation Plan.* February 1994. (130 Pages - \$13.00).
33. *Westside Corridor: Wetlands, Floodplains, Water Quality and Storm Water Runoff Mitigation Plan.* February 1994. (170 Pages - \$17.00).
34. *Westside Corridor: Construction Impacts Mitigation Plan.* March 1994. (50 Pages - \$5.00).
35. *Westside Corridor: Displacement Mitigation Plan.* March 1994. (20 Pages - \$2.00).
36. *Westside Corridor: Noise and Vibration Mitigation Plan.* March 1994. (200 Pages - \$20.00).

37. *Westside Corridor. Final Environmental Impact Statement Executive Summary.* March 1994. (35 Pages - \$3.50).
38. *Westside Corridor. Visual Impact Mitigation Plan.* March 1994. (70 Pages - \$7.00).
39. *Westside Corridor. Section 4(f) Report.* March 1994. (40 Pages - \$4.00).
40. *Westside Corridor. Public Comments Received on the Draft Environmental Impact Statement.* March 1994. (255 Pages - \$25.50).
41. *Westside Corridor. Final Environmental Impact Statement.* March 1994. (502 Pages - \$50.00).

C-TRAN/Clark County Documents

1. *C-TRAN High Capacity Transit Environmental Analysis - Phase I Draft EIS.* February 1993 (99 Pages - \$10.00).
2. *C-TRAN High Capacity Transit Environmental Analysis - Phase I Final EIS.* March 1993 (108 Pages - \$10.80).
3. *C-TRAN High Capacity Transit Environmental Analysis Draft Supplemental EIS.* May 1993 (73 Pages - \$7.30).
4. *C-TRAN High Capacity Environmental Analysis - Final Supplemental EIS.* June 1993 (73 Pages - \$7.80).
5. *Clark County South/North Light Rail - System Plan & Financing Plan.* December 22, 1994 (43 Pages - \$4.30).

SNORTH/DOC0210.LST
bc

Attachment E

Qualification/Proposal Forms

Metro Consultant Questionnaire Statement of Qualifications

Firm name/business address:

Date prepared _____

Date firm established _____

Principal to contact _____

Business telephone (503) _____

Former firm name(s), if any, and year(s) established:

Submittal is for:

Name/address/telephone of parent company, if any:

- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ Branch office
- ☐ Parent company

Ownership:

Percent minority _____

Percent women _____

Personnel:

Total number _____

Total minority _____

Total women _____

Firm's present offices:

(City, state, telephone, number of personnel)

If firm is an engineering corporation, is it registered to do business in the State of Oregon?

Yes _____

No _____

Name(s) of professional and/or public liability insurance carrier(s):

This Metro questionnaire and statement of qualifications is being submitted:

1) _____ To place our firm on file with Metro enabling notifications and consideration for consulting services.

2) _____ In response to Metro's advertisement for _____

(Name of project)

Project Example

Proposing team _____

Project example No. _____

Firm name _____

Project name and location: _____

Owner's name, address, telephone: _____

Consultant fee: _____

Firm was involved as a:

Contract start date: _____

____ Prime consultant ____ Joint venture

Contract end date: _____

____ Sub consultant ____ Other

Project Description: _____

Firm's project personnel:

(Name, title, employer at time of project performance, project responsibility for personnel included within this proposal)

Project references:

(Name, organization, title, telephone - Please ensure information is current)

Project work was performed by:

____ Submitting firm

____ Firm's personnel when employed by _____

(Name of organization)

Resume of Key Personnel

(Please limit to one page)

Firm _____

Team _____

Name _____

Title _____

Years employed by firm _____ Total years professional experience _____

Education:
(College, degree, year)

Professional registrations and licenses:
(Type, state, year)

Awards, publications, etc.:

Previous employment:
(Firm, location, title, dates)

**METRO
COST PROPOSAL FOR
PERSONAL SERVICES CONTRACT**

RFP/Contract #

TASK:

 Please provide a sheet for each Major Task and Subtask.

Name/Firm	Proposal Number (Metro Use)			
Business Address				
Contact Person, Title	Business Phone			
Description of Services				
<i>INSTRUCTIONS: Metro requires a detailed breakdown of all estimated costs for this procurement within the categories specified below. Additional attachments may be included to further explain cost items. Cost information is treated as confidential, and will not be released for public inspection. Cost data is subject to verification by government audit.</i>				
DIRECT LABOR (identify by position)	Est. Hrs.	Rate/Hr.	Est. Cost	TOTALS
TOTAL DIRECT LABOR				
LABOR OVERHEAD	O.H. Rate	Base	Est. Cost	
TOTAL LABOR OVERHEAD				
DIRECT NON-SALARY	Est. Cost			
Other Direct Costs (Specify)				
TOTAL DIRECT NON-SALARY				
TOTAL ESTIMATED COSTS				
FEE (or profit)				
TOTAL COST PROPOSAL (all estimated costs plus fee/profit)				

Attachment F

Outline/Table of Contents for Biological Assessment

PROPOSED TABLE OF CONTENTS FOR BIOLOGICAL ASSESSMENT

Section	Page
1.0 Introduction	
1.0.1 Project Action Area.....	
1.0.2 Status of Species that are Listed, Proposed for Listing, or Considered for Listing in the Project Area	
1.1 Snake River Spring/Summer Chinook and Sockeye Salmon Biology	
1.1.1 Juveniles.....	
1.1.2 Adults	
1.1.3 Critical Habitat	
1.2 Snake River Fall Chinook Salmon Biology	
1.2.1 Juveniles.....	
1.2.2 Adults	
1.2.3 Critical Habitat	
1.3 Petitioned or Proposed Salmon Stock Biology (Coho)	
1.3.1 Juveniles.....	
1.3.2 Adults	
1.3.3 Proposed Critical Habitat.....	
1.4 Steelhead	
1.5 Listed, Petitioned, or Proposed Plants and Wildlife (and Non-Anadromous Fish) Species Biology (See Attached List)	
1.6 Proposed Federal Transit Administration Action	
1.6.1 Columbia River and Oregon Slough Crossing	
1.6.1.1 Construction Schedule	
1.6.1.2 Monitoring and Conditions to Minimize Potential Impacts	
1.6.2 Willamette River Crossing	
1.6.2.1 Bridge Design and Location.....	
1.6.2.2 Construction Schedule	
1.6.2.3 Monitoring and Conditions to Minimize Potential Impacts	
2.0 Biological Analysis of Proposed Actions	
2.0.1 Snake River Sockeye and Critical Habitat	
2.0.1.1 Analytical Methods.....	
2.0.1.2 Critical Assumptions.....	
2.0.1.3 Studies and Reports	

2.0.2	Snake River Spring/Summer Chinook and Critical Habitat
2.0.2.1	Analytical Methods
2.0.2.2	Critical Assumptions
2.0.2.3	Studies and Reports
2.0.3	Proposed Salmon Stocks and Critical Habitat
2.0.3.1	Analytical Methods
2.0.3.2	Critical Assumptions
2.0.3.3	Studies and Reports
2.0.4	Other Species and Critical Habitat
2.0.4.1	Analytical Methods
2.0.4.2	Critical Assumptions
2.0.4.3	Studies and Reports
2.0.5	Summary of Analytical Findings
2.0.5.1	Effects on Sockeye Salmon and Critical Habitat
2.0.5.2	Effects on Spring/Summer Chinook Salmon and Critical Habitat
2.0.5.3	Effects on Fall Chinook and Critical Habitat
2.0.5.4	Effects on Other Wildlife Species

**Biological Resources Identified by the Oregon Natural Heritage Program Database
and Agency Contacts within the Proposed Project Area**

Classification		Status		Distribution/Habitat
Common Name	Scientific Name	Federal	State	
REPTILES				
Northwest Pond Turtle	<i>Clemmys marmorata marmorata</i>	C2	SC	Inhabits permanent marshes, sloughs, moderately deep ponds, and slow moving portions of creeks and rivers. Requires basking sites on logs, vegetation, or banks. Females leave the water from late May to July to nest in upland areas.
Painted Turtle	<i>Chrysemys picta</i>		SC	They are found in ponds, small lakes, and the quiet backwaters of rivers. They prefer muddy bottoms with considerable aquatic vegetation like cattail marshes, or open banks. These omnivores nest in a variety of habitats.
Spotted Frog	<i>Rana pretiosa</i>	C1C2	SC	Habitat included the marshy edges of ponds and lakes, or in algae-covered overflow pools of streams. Breeds in shallow water.
MAMMALS				
Pacific Pallid Bat	<i>Antrozous pallidus pacificus</i>		SV	Found in open, lowland areas below 2,000 feet. Colonial, can be found in caves, crevices, or buildings.
BIRDS				
American Peregrine Falcon	<i>Falco Peregrinus Anatum</i>	LE	LE	Open-county birds whose presence is determined by the availability of prey. Prefer to nest close to water on steep cliffs, or rocky bluffs, but have been known to nest on man-made structures such as bridges.
Tri-colored Blackbird	<i>Agelaius tricolor</i>	C2	SP	Portland is north of this species normal range, but colonies have been sighted. Large flocks forage in wet meadows and on agricultural land, but nest in marshlands.
Yellow-billed Cuckoo	<i>Coccyzus Americanus</i>		SC	These secretive birds utilize heavy shrub cover in woodlands and along streams. Nesting occurs in woodlands associated with wetland and riparian habitats.
FISH				
Oregon Chub	<i>Oregonichthys crameri</i>	LE	SC	Willamette River Basin. Ponds, streams, and sloughs with aquatic vegetation and little or no current.
INVERTEBRATE				
Columbia Pebblesnail or Spire Snail	<i>Fluminicola columbiana</i>	C2		Mainstem Columbia River. Specific habitat preferences unknown.
Giant Columbia River Limpet	<i>Fisherola nuttalli</i>	3C		Mainstem Columbia River. Prefers bedrock, boulders, large cobble, and possibly wetted rip-rap along stabilized shorelines.
PLANTS				
Columbia Water-Meal	<i>Wolffia columbiana</i>			Occurs only in the Willamette Valley, normally with other water-meal species.
Oregon Sullivantia	<i>Sullivantia oregana</i>	C2	C	Grows on shaded, perpetually wet, rocky areas the lower Willamette Valley and in the west end of the Columbia River Gorge. Flowers May to July.
Tall Bugbane	<i>Cimicifuga elata</i>	C2	C	Prefers moist woodlands and lower elevations west of the cascades from southern British Columbia to northwest Oregon.
Valley Bottom Sphagnum Moss Bog	<i>Valley sphagnum bog or fern</i>			This is the only bog of this type in Oregon.
Vernal Pond	<i>Vernal Pond</i>			This habitat type is very rare in Oregon.
White Rock Larkspur	<i>Delphinium leucophaeum</i>	C2	PE	This plant uses open hills, cliffs, prairies, and fields in the vicinity of Portland. Flowers May through July.
White-topped Aster	<i>Aster curtus</i>	C2	PT	Prairies and native grass lands west of the Cascades from south of Vancouver Island to southwest Oregon is where this species is found. Flower blooms through Aug. and Sept.
Willamette Valley Daisy	<i>Erigeron decumbens ssp decumbens</i>	C1	LE	Confined to the Willamette Valley, this plant prefers open areas. Flowers June into early July.
Bradshaw's Lomatium	<i>Lomatium bradshawii</i>	T		
Nelson's Checkermallow	<i>Sidalcea nelsoniana</i>	T		

Attachment G

Schedule



METRO

Attachment G

TIER I SCHEDULE

TASK	DATE
Technical Work	May, 1994
Technical Reports	July, 1994
Financial Report	July, 1994
CAC & PMG Briefings	May - July, 1994
Steering Group Briefing	July, 1994
Public Open Houses	July, 1994
PMG Draft Recommendation	Early August, 1994
CAC Discussions	Mid/Late August, 1994
Steering Group Public Meetings	Early September, 1994
Final PMG & CAC Recommendation	September, 1994
Steering Group Recommendation	October, 1994
Jurisdictions' Recommendations	November, 1994
TPAC/RTC	November, 1994
Tier I Adopt - JPACT, Metro, JRPC, C-TRAN	December, 1994

KEY MILESTONES

TASK	DATE
Agreement on Legislative Package	November, 1994
Oregon Vote on S/N General Obligation Bond	November, 1994
Adopt South/North Tier I	December, 1994
Start DEIS/PE	March, 1995
Clark County Vote on South/North	May, 1995
Success at Oregon and Washington Legislatures on State Share	July, 1995
"Mini" ISTEA Authorization - Establishes 50%: Section 3, Federal Participation	Fall, 1995
Adopt S/N Locally Preferred Alternative (LPA)	August, 1996*
ISTEA Authorization	October, 1996
End South/North PE/FEIS	Summer 1998
Hillsboro Operations Start	September, 1998
South/North Full Funding Grant Agreement (FFGA)	Late 1998
Start South/North Construction Phase	Late 1998- Early 1999
Operations Start	2005

*This date assumes that the EIS is fairly straight-forward based on a significant narrowing of alignment options in Tier I. Failure to do so will result in an adjustment to this date and all subsequent dates.

Outline for Land Use and Economic Impacts Results Report:

S Summary

- 1. Introduction**
 - 1.1 Background**
 - 1.2 Purpose and Need**
 - 1.3 Alternatives Considered**
- 2. Agency Coordination and Involvement**
- 3. Methodology**
 - 3.1 Data Collection**
 - 3.2 Affected Environment**
 - 3.3 Impact Assessment**
 - 3.4 Construction Impacts**
 - 3.5 Mitigation Measures**
- 4. Affected Environment**
 - 4.1 Portland/Vancouver Metropolitan Region**
 - 4.2 Community Profiles**
 - 4.3 Corridor Inventory**
- 5. Environmental Consequences**
 - 5.1 Introduction**
 - 5.2 Regional Impacts**
 - 5.2.1 Long Term Impacts**
 - 5.2.2 Short Term Impacts**
 - 5.3 Corridor Impacts**
 - 5.3.1 Long Term Impacts**
 - 5.3.2 Short Term Impacts**
 - 5.4 Impacted Sites**
 - 5.2.1 Long Term Impacts**
 - 5.2.2 Short Term Impacts**
 - 5.5 Indirect and Cumulative Impacts**
 - 5.6 Mitigation**
- 6. References**
- 7. Appendix**

3. Products

The South/North Transit Corridor Study is on an accelerated schedule. To the extent practical and technically justified and/or feasible the consultant may, and is encouraged to, use analyses and products developed during the Westside Corridor Project (to S.W. 185th) methodologies, technical memorandum, SDEIS/FEIS and Hillsboro Extension (to downtown Hillsboro) methodologies, results reports and DEIS/FEIS.

- 3.1 Technical Analyses Coordination and Management.** The lead consultant from the selected consultant team will be responsible for overall coordination and management of technical analyses (in conformance with the work plan and budget, as approved by Metro) and schedule conformance.
- 3.2 Social Economic and Environmental Analysis Methodology.** The consultant will be responsible for producing a complete SEE Methodology Report. Metro will coordinate local and federal review, and will provide consolidated comments to the consultant for inclusion in revisions.
- 3.3 Results Reports.** The initial product of each of the individual areas of analysis will be a results report, based on the outline provided, documenting the alternatives analyzed, coordination, data collection, assessment of existing conditions, analysis of potential impacts, findings, conclusions, recommendations and mitigation options. The results reports will serve as support documents for the Draft Environmental Impact Statement (DEIS), and may also serve as resource documents for various local, regional, state and federal permits and other procedures.

The individual results reports shall be produced and reviewed as follows, and in accordance with the schedule defined in Appendix G.

- a. **Preliminary Draft (TAC review draft)** - These draft documents shall consist of substantially complete (95%) drafts of the results reports. Development of these drafts will be coordinated extensively between the Project Task Manager, other project participants and the consultant task managers for each individual subject area. Metro's assigned task managers will have authority to review and approve individual chapters of the draft prior to the compilation of the complete Preliminary Draft. The Project Task Manager will review the draft for general adequacy and content, and may circulate sections to other agency or jurisdiction technical staff for comments as he/she deems necessary prior to compilation and release of a complete preliminary draft. When complete, this draft will be submitted to the Technical Advisory Committee (TAC) for review and comment.

The Project Task Manager will be responsible for compiling the TAC comments. A single set of comments/revisions will be provided to the consultant task manager by the metro task manager. The consultant task manager will be responsible for

incorporating the TAC comments into the document. Metro's task manager must approve the revisions prior to submission to the PMG. A redline/strikeout version of the report may be required if comments are significant.

- b. **PMG Review Draft** - These draft documents shall consist of revised versions of the preliminary drafts, incorporating comments made by the TAC and would represent approximately 99% complete documents. Changes based on comments or concerns raised by the PMG will be incorporated into the PMG revisions. A single set of comments/revisions will be compiled by the Project Task Manager and submitted to the consultant task manager. PMG approval is required prior to submittal to FTA.
- c. **FTA Review Draft** - These draft documents shall consist of the PMG approved draft Results Report. They shall represent a compilation of technically complete (100%) analysis of the individual subject areas for submittal to FTA for review and comment. More than one revision may be required to incorporate FTA comments. Revisions shall include changes to address FTA comments and other changes deemed appropriate by the Project Task Manager or Metro's Project Manager. FTA may approve these documents after revisions are made.
- e. **Final Draft** - This draft shall consist of the revised version of the results reports as reviewed and may be approved by FTA. This draft shall be for public release and shall be the technical support documentation for the Draft Environmental Impact Statement (DEIS).

3.4 Document Production. Development of each results report will be the responsibility of a technical team made up of the Metro assigned task manager and the Consultant task manager. Primary responsibility for the document's development will be with the consultant. Extensive coordination with the Project Task Manager will be required. Document technical assistance will be provided as follows:

- a. **Text** - the consultant task managers will have primary responsibility for development and production of the document text. The Project's assigned task manager has authority to review, comment and revise the draft report for technical content and project consistency.
- b. **Maps** - base maps for use in the results reports will be provided by Metro. Mock ups of maps to be used in the Results Reports will be provided by the consultant. Metro will do technical production of maps and provide final maps for inclusion in the results reports.
- c. **Graphics** - the consultant will be responsible for developing mock ups of graphics for the Results Reports. Metro will do technical production of graphics.

d. Tables - the consultant will be responsible for development and production of tables in support of the Results Reports. The Project Task Manager has authority to review, comment and/or revise for format, content and project consistency. Table format will be defined by Metro.

e. Format - Metro will provide a style guide for use in all Results Reports. All reports must be consistent with the style guide. The consultant will develop the style guide for the DEIS, subject to Metro approval. The style guide for the DEIS will be substantially the same as the one used for the Westside and Hillsboro EIS's.

3.5 DEIS. The consultant will be responsible for summarizing all the results reports into the Draft Environmental Impact Statement. The DEIS will be developed and reviewed chapter by chapter. The consultant DEIS task manager will work closely with the project task manager. Review of each chapter will be substantively similar to review and comment on the results reports. The general outline will be as indicated in the attached draft DEIS outline. Changes to the outline must be approved by the project task manager, and may require FTA approval.

3.6 Printing. Printing of multiple copies of all documents will be managed by Metro.

3.7 Distribution. Distribution of all documents will be managed by Metro.

**Draft Environmental Impact Statement
Outline and Responsibilities (in parentheses)**

TABLE OF CONTENTS

SIGNATURE PAGE (Metro)
ABSTRACT PAGE (Consultant)
TABLE OF CONTENTS (Consultant)
LIST OF TABLES (Consultant)
LIST OF FIGURES (Consultant)
LIST OF ACRONYMS/PROJECT NOMENCLATURE (Consultant)
PREFACE (Metro)
EXECUTIVE SUMMARY (Joint)

Introduction (Joint)

The Local Decision and the Process

- 1. Purpose and Need (Metro)**
- 2. Alternatives Considered (Metro)**
 - 2.1 Screening and Selection Process**
 - 2.2 No-Build Alternative**
 - 2.3 LRT Alternative**
 - 2.4 Short Terminus**
- 3. Transportation Impacts (Joint)**
 - 3.1 Transit Impacts (Tri-Met/C-TRAN/Metro)**
 - 3.1.1. Service Characteristics**
 - 3.1.2. Transit Ridership (Metro)**
 - 3.2 Street and Highway Impacts (Consultant)**
 - 3.2.1. Congestion**
 - 3.2.2. Parking Supply and Demand**
 - 3.3 Freight Movements (Consultant)**
- 4. Environmental Consequences (Consultant)**
 - 4.1. Land Use and Economic Development**
 - 4.2. Displacement and Relocation**
 - 4.3. Neighborhoods**
 - 4.4. Visual and Aesthetics Resources**
 - 4.5. Air Quality**
 - 4.6. Noise and Vibration**
 - 4.7. Ecosystems**

- 4.8. Water Quality and Hydrology
- 4.9. Energy
- 4.10. Geology
- 4.11. Hazardous Materials
- 4.12. Construction Impacts
- 5. Evaluation of Alternatives (Metro)
 - 5.1 Financial Analysis
 - 5.1.1. Costs
 - 5.1.2. Existing Revenues
 - 5.1.3. Existing Revenue Shortfalls
 - 5.1.4. Proposed Additional Revenues
 - 5.1.5. Financial Feasibility Conclusions and Uncertainties
 - 5.2. Effectiveness Evaluation
 - 5.3. Equity Considerations
 - 5.4. Significant Trade-Offs Between Alternatives
- 6. Issues to be Resolved (Metro)
 - 6.1. Selection of LPA
 - 6.2. Implementation of Financing Plan
 - 6.3. Completion of the Proposed Mitigation Plan

DEIS CHAPTERS

- 1 PURPOSE AND NEED (Metro)
 - 1.1 Description of the Study Area
 - 1.2 Corridor Transportation Facilities
 - 1.3 State, Regional and Local Plans
 - 1.3.1 Land Use Policy
 - 1.3.2 Regional Urban Growth Boundary
 - 1.3.3 Regional Transportation Policy
 - 1.3.4 Local Comprehensive Plans
 - 1.4 Transportation-Related Problems in the Corridor
 - 1.4.1 Traffic Trends and Highway Network Conditions
 - 1.4.2 Transit System Conditions
 - 1.4.3 Development Related Issues
 - 1.5 Goals and Objectives
 - 1.5.1 Critical Issues
 - 1.5.2 Goals and Objectives
- 2 ALTERNATIVES CONSIDERED (Metro)

- 2.1 Screening and Selection Process
- 2.2 Definitions of Alternatives
 - 2.2.1 No-Build Alternative
 - 2.2.1.1 Basic Characteristics
 - 2.2.1.2 Bus Operations
 - 2.2.2 LRT Alternative(s)
 - 2.2.3 Short Terminus Alternative(s)

3 AFFECTED ENVIRONMENT (Joint)

- 3.1 Land Use and Economic Activity (Consultant)
 - 3.1.1 Portland/Vancouver Metropolitan Region
 - 3.1.1.1 The Regional Population, Housing and Employment
 - 3.1.1.2 Regional Land Use Plans and Policies
 - 3.1.2 South/North Corridor
 - 3.1.2.1 Corridor Population and Employment
 - 3.1.2.2 Corridor Land Use Plans and Policies
 - 3.1.3 Impacted Sites
 - 3.1.3.1 LRT Alignment Segments and Station Areas
- 3.2 Transportation (Joint)
 - 3.2.1 Travel Behavior (Metro)
 - 3.2.2 Public Transportation (Tri-Met/C-TRAN)
 - 3.2.2.1 Transit Lines and Operation
 - 3.2.2.2 Passenger Facilities
 - 3.2.2.3 Management
 - 3.2.2.4 Current Ridership, Operating Revenue, and Operating Expenses
 - 3.2.2.5 Accessible Service
 - 3.2.3 Highways (Consultant)
 - 3.2.4 Parking (Consultant)
 - 3.2.5 Transportation Plans (Metro)
 - 3.2.5.1 Planned Transit Improvements
 - 3.2.5.2 Planned Highway and Street Improvements
 - 3.2.6 Freight Railroads (Consultant)
- 3.3 Neighborhoods (Consultant)
 - 3.3.1 Demographic Description
 - 3.3.1.1 Neighborhood Descriptions and Population Characteristics
 - 3.3.1.2 Economic Characteristics
 - 3.3.1.3 Housing Characteristics
 - 3.3.2 Community Facilities and Services

- 3.4 Visual and Aesthetic Conditions (Consultant)
 - 3.4.1 Visual Assessment Units
- 3.5 Air Quality (Consultant)
 - 3.5.1 Regulations and Standards
 - 3.5.2 Existing Air Quality
 - 3.5.3 Climate
- 3.6 Noise and Vibration (Consultant)
 - 3.6.1 Noise and Vibration Regulations and Standards
 - 3.6.1.1 Highway Noise Regulations and Standards
 - 3.6.1.2 LRT Noise and Vibration Regulations and Standards
 - 3.6.2 Existing Noise Levels
 - 3.6.3 Existing Vibration Levels
- 3.7 Ecosystems (Consultant)
 - 3.7.1 Fish and Wildlife
 - 3.7.2 Vegetation
 - 3.7.3 Wetland and Riparian Areas
- 3.8 Water Quality and Hydrology (Consultant)
 - 3.8.1 Surface Waters
 - 3.8.2 Existing Water Quality
- 3.9 Geology and Soils (Consultant)
 - 3.9.1 Physiography
 - 3.9.2 Geology
 - 3.9.3 Soils
 - 3.9.4 Earthquake Hazards
 - 3.9.5 Soil and Rock Resources
- 3.10 Hazardous Materials (Consultant)
 - 3.10.1 Methodology
 - 3.10.2 LRT Alternatives

4 TRANSPORTATION IMPACTS (Joint)

- 4.1 Transit Impacts (Tri-Met/C-TRAN)
 - 4.1.1 Service Characteristics
 - 4.1.2 Transit Ridership
- 4.2 Highway and Street Impacts (Consultant)
 - 4.2.1 Congestion
 - 4.2.2 Access to Stations

- 4.2.3 Parking Supply and Demand
- 4.3 Freight Movements (Consultant)
 - 4.3.1 Freight Railroads
 - 4.3.2 Truck Deliveries

5 ENVIRONMENTAL CONSEQUENCES

- 5.1 Land Use and Economic Activity (Consultant)
 - 5.1.1 Regional Impacts
 - 5.1.1.1 Regional Land Use and Development Impacts
 - 5.1.1.2 Compatibility with Land Use Plans and Policies
 - 5.1.1.3 Compatibility with Existing and Proposed Development
 - 5.1.1.4 Impacts on Existing Business Community
 - 5.1.2 Corridor Impacts
 - 5.1.2.1 Corridor Land Use and Development Impacts
 - 5.1.2.2 Compatibility with Land Use Plans and Policies
 - 5.1.2.3 Impacts on Tax Base
 - 5.1.3 Impacts to Specific Sites
 - 5.1.3.1 Impacts to Property Access
 - 5.1.3.2 Displacements
 - 5.1.3.3 Site-Specific Land Use and Development Impacts
 - 5.1.3.4 Opportunities for Joint Development
 - 5.1.3.5 Summary of Station Area Impacts
 - 5.1.4 Indirect and Cumulative Impacts
 - 5.1.4.1 Indirect Impacts
 - 5.1.4.2 Cumulative Impacts
 - 5.1.5 Economic and Employment Impacts
 - 5.1.5.1 Construction Phase
 - 5.1.5.2 Operations Phase
- 5.2 Displacements and Relocation (Consultant)
 - 5.2.1 Displacements
 - 5.2.2 Mitigation
- 5.3 Neighborhoods (Consultant)
 - 5.3.1 Barriers to Social Interaction
 - 5.3.2 Pedestrian and Bicycle Travel
 - 5.3.3 Access to Community Facilities
 - 5.3.4 Safety and Security
- 5.4 Visual and Aesthetic Resources (Consultant)
 - 5.4.1 Summary
 - 5.4.2 LRT Alternative-Visual Impacts

- 5.4.3 Analysis of Retaining Wall Exposure
- 5.4.4 Analysis of Bridges
- 5.4.5 Mitigation Measures
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Attachment B

Disadvantaged Business Enterprise (DBE) Requirements

ATTACHMENT B1

2.04.300 Disadvantaged Business Enterprise Program (DBE Program) For Federally-Funded Contracts, Findings, Purpose and Authority:

(a) It is the purpose of Metro Code Sections 2.04.300-.390 to establish and implement a program to encourage the utilization by Metro of disadvantaged businesses by creating for such businesses the maximum possible opportunity to compete for and participate in federally-funded Metro contracting activities. The DBE Program does not apply to locally-funded contracts, which are governed by 2.04.100, .200, and .400 et seq.

(b) Metro Code Sections 2.04.300-.390 are adopted pursuant to 49 CFR 23 and are intended to comply with all relevant federal regulations. Federal regulation 49 CFR 23 and its amendments implement section (105)(f) of the Surface Transportation Assistance Act of 1982 relating to the participation by Minority Business Enterprises in Department of Transportation programs.

(c) Metro Code Sections 2.04.300-.390 shall be known and may be cited as the "Metro Disadvantaged Business Enterprise Program for Federally-Funded Contracts," hereinafter referred to as the "DBE Program."

2.04.305 Policy Statement:

(a) Through the DBE Program, Metro:

- (1) Expresses its strong commitment to provide maximum opportunity to disadvantaged businesses in contracting;
- (2) Informs all employees, governmental agencies and the general public of its intent to implement this policy statement; and
- (3) Assures conformity with applicable federal regulations as they exist or may be amended.

(b) It is the policy of Metro to provide equal opportunity to all persons to access and participate in the projects, programs and services of Metro. Metro and Metro contractors will not discriminate against any person or firm on the basis of race, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation or marital status.

(c) The policies, practices and procedures established by the DBE Program shall apply to all Metro departments and project areas except as expressly provided in the DBE Program.

(d) The objectives of the DBE Program shall be:

- (1) To assure that provisions of the DBE Program are adhered to by all Metro departments, contractors, employees and USDOT subrecipients and contractors; and
- (2) To initiate and maintain efforts to increase DBE Program participation by disadvantaged businesses.

(e) Metro accepts and agrees to the statements of 49 CFR §23.43 (a)(1) and (2), and said statements shall be included in all USDOT agreements with USDOT subrecipients and in all USDOT-assisted contracts between Metro or USDOT subrecipients and any contractor.

2.04.310 Definitions: For purposes of the DBE Program, the following definitions shall apply:

(a) "Applicant" means one who submits an application, request or plan to be approved by a USDOT official or by Metro as a condition to eligibility for Department of Transportation (USDOT) financial assistance; and "application" means such an application, request or plan.

(b) "Construction Contract" means a contract for construction of buildings or other facilities, and includes reconstruction, remodeling and all activities which are appropriately associated with a construction project.

(c) "Contract" means a mutually binding legal relationship or any modification thereof obligating the seller to furnish supplies or services, including construction, and the buyer to pay for them. For purposes of the DBE Program a lease or a purchase order of \$500.00 or more is a contract.

(d) "Contractor" means the one who participates, through a contract or subcontract, in the DBE Program and includes lessees.

(e) "Department or USDOT" means the United States Department of Transportation, including its operating elements.

(f) "Disadvantaged Business Enterprise or DBE" means a small business concern which is so certified by an authorized agency and:

- (1) Which is at least 51 percent owned by one or more socially or economically disadvantaged individuals, or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially or economically disadvantaged individuals; and
- (2) Whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it.

(g) "Executive Department" means the State of Oregon's Executive Department.

(h) "Joint Venture" is defined as an association of two or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge. In a joint venture between a DBE and non-DBE, the DBE must be responsible for a clearly defined portion of the work to be performed and must share in the ownership, control, management responsibilities, risks and profits of the joint venture. A joint venture of a DBE and a non-DBE must receive Metro approval prior to contract award to be counted toward any DBE contract goals.

(i) "Labor and Materials Contract" is a contract including a combination of service and provision of materials other than construction contracts. Examples may include plumbing repair, computer maintenance or electrical repair, etc.

(j) "Lessee" means a business or person that leases, or is negotiating to lease, property from a recipient or the Department on the recipient's or Department's facility for the purpose of operating a transportation-related activity or for the provision of goods or services to the facility or to the public on the facility.

(k) "Oregon Department of Transportation or ODOT" means the State of Oregon's Department of Transportation.

(l) "Personal Services Contract" means a contract for services of a personal or professional nature.

(m) "Procurement Contract" means a contract for the purchase or sale of supplies, materials, equipment, furnishings or other goods not associated with a construction or other contract.

(n) "Recipient" means any entity, public or private, to whom USDOT financial assistance is extended, directly or through another recipient for any program.

(o) "Small Business Concern" means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(p) "Socially or Economically Disadvantaged Individuals or Disadvantaged Individuals" has the meaning established by ORS 200.005(2), (9), including the rebuttable presumption established by ORS 200.015(3), and the definitions supplied by ORS 200.005(7), (10).

(q) "USDOT-Assisted Contract" means any contract or modification of a contract between Metro and a contractor which is paid for in whole or in part with USDOT financial assistance.

(r) "USDOT Financial Assistance" means financial aid provided by USDOT or the United States Railroad Association to a recipient, but does not include a direct contract. The financial aid may be provided directly in the form of actual money, or indirectly in the form of

guarantees authorized by statute as financial assistance services of Federal personnel, title or other interest in real or personal property transferred for less than fair market value, or any other arrangement through which the recipient benefits financially, including licenses for the construction or operation of a Deep Water Port.

2.04.315 Notice to Contractors, Subcontractors and Subrecipients: Contractors, subcontractors and subrecipients of Metro accepting contracts or grants under the DBE Program which are USDOT-assisted shall be advised that failure to carry out the requirements set forth in 49 CFR 23.43(a) shall constitute a breach of contract and, after notification by Metro, may result in termination of the agreement or contract by Metro or such remedy as Metro deems appropriate.

2.04.320 Liaison Officer:

(a) The Executive Officer shall, by Executive Order, designate a Disadvantaged Business Liaison Officer and, if necessary, other staff adequate to administer the DBE Program. The Liaison Officer shall report directly to the Executive Officer on matters pertaining to the DBE Program.

(b) The Liaison Officer shall be responsible for developing, managing and implementing the DBE Program, and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to bid on Metro contracts. In addition to the responsibilities of the Liaison Officer, all department heads and program managers shall have responsibility to assure implementation of the DBE Program.

2.04.325 Directory: A directory of DBEs as certified by ODOT or the Executive Department, as applicable, shall be maintained by the Liaison Officer to facilitate identifying such businesses with capabilities relevant to general contracting requirements and particular solicitations. The directory shall be available to contract bidders and proposers in their efforts to meet DBE Program requirements.

2.04.330 DBE-Owned Banks: Metro will seek to identify DBE-owned banks within the policies adopted by the Metro Council and make the greatest feasible use of their services. In addition, Metro will encourage prime contractors, subcontractors and consultants to utilize such services by sending them brochures and service information on certified DBE banks.

2.04.335 Affirmative Action and Equal Opportunity Procedures: Metro shall use affirmative action techniques to facilitate DBE and participation in contracting activities. These techniques include:

(a) Arranging solicitations, time for the presentation of bids, quantities specifications and delivery schedules so as to facilitate the participation of DBEs.

(b) Referring DBEs in need of management assistance to established agencies that provide direct management assistance to such businesses.

(c) Carrying out information and communications programs on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.

(d) Distribution of copies of the DBE Program to organizations and individuals concerned with DBE programs.

(e) Periodic reviews with department heads to insure that they are aware of the DBE Program goals and desired activities on their parts to facilitate reaching the goals. Additionally, departmental efforts toward and success in meeting DBE goals for department contracts shall be factors considered during annual performance evaluations of the department heads.

(f) Monitor and insure that Disadvantaged planning centers and likely DBE contractors are receiving requests for bids, proposals and quotes.

(g) Study the feasibility of certain USDOT-assisted contracts and procurements being set aside for DBE participation.

(h) Distribution of lists to potential DBE contractors of the types of goods and services which Metro regularly purchases.

(i) Advising potential DBE vendors that Metro does not certify DBEs, and directing them to ODOT until December 31, 1987, and, thereafter, to the Executive Department.

(j) Specifying purchases by generic title rather than specific brand name whenever feasible.

(k) Establishing an interdepartmental contract management committee which will meet regularly to monitor and discuss, among other issues, potential DBE participation in contracts. In an effort to become more knowledgeable regarding DBE resources, the committee shall also invite potential DBE contractors to attend selected meetings.

(l) Requiring that at least one DBE vendor or contractor be contacted for all contract awards which are not exempt from Metro's contract selection procedures and which are 1) for more than \$500 but not more than \$15,001 in the case of non-personal services contracts; and 2) for more than \$2,500 but not more than \$10,001 for personal services contracts. The Liaison Officer may waive this requirement if he/she determines that there are no DBEs on the certification list capable of providing the service or item. For contracts over the dollar amounts indicated in this section, all known DBEs in the business of providing the service(s) or item(s) required shall be mailed bid or proposal information.

(m) The Executive Officer, or his/her designee, may establish and implement additional affirmative action techniques which are designed to facilitate participation of DBEs in Metro contracting activities.

2.04.340 Certification of Disadvantaged Business Eligibility:

(a) To participate in the DBE Program as a DBE, contractors, subcontractors and joint ventures must have been certified by an authorized certifying agency as described in subsection (b) of this section.

(b) Metro will not perform certification or recertification of businesses or consider challenges to socially and economically disadvantaged status. Rather Metro will rely upon the certification and recertification processes of ODOT and will utilize ODOT's certification list until December 31, 1987, and, thereafter, the Executive Department's list in determining whether a prospective contractor or subcontractor is certified as a DBE. A prospective contractor or subcontractor must be certified as a DBE by one of the above agencies, as applicable, and appear on the respective certification list of said agency, prior to the pertinent bid opening or proposal submission date to be considered by Metro to be an eligible DBE and be counted toward meeting goals. Metro will adhere to the Recertification Rulings resulting from 105(f) or state law, as applicable.

(c) Prospective contractors or subcontractors which have been denied certification by one of the above agencies may appeal such denial to the certifying agency pursuant to applicable law. However, such appeal shall not cause a delay in any contract award by Metro. Decertification procedures for USDOT-assisted contractor or potential contractors will comply with the requirements of Appendix A "Section by Section Analysis" of the July 21, 1983, Federal Register, Vol. 45, No. 130, p. 45287, and will be administered by the agency which granted certification.

(d) Challenges to certification or to any presumption of social or economic disadvantage with regard to the USDOT-assisted portion of the DBE Program, as provided for in 49 CFR 23.69, shall conform to and be processed under the procedures prescribed by each agency indicated in paragraph (b) of this section. That challenge procedure provides that:

- (1) Any third party may challenge the socially and economically disadvantaged status of any individual (except an individual who has a current 8(a) certification from the Small Business Administration) presumed to be socially and economically disadvantaged if that individual is an owner of a firm certified by or seeking certification from the certifying agency as a disadvantaged business. The challenge shall be made in writing to the recipient.
- (2) With its letter, the challenging party shall include all information available to it relevant to a determination of whether the challenged party is in fact socially and economically disadvantaged.
- (3) The recipient shall determine, on the basis of the information provided by the challenging party, whether there is reason to believe that the challenged party is in fact not socially and economically disadvantaged.

- (i) if the recipient determines that there is not reason to believe that the challenged party is not socially and economically disadvantaged, the recipient shall so inform the challenging party in writing. This terminates the proceeding.
 - (ii) if the recipient determines that there is reason to believe that the challenged party is not socially and economically disadvantaged, the recipient shall begin a proceeding as provided in paragraphs (b), (4), (5) and (6) of this paragraph.
- (4) The recipient shall notify the challenged party in writing that his or her status as a socially and economically disadvantaged individual has been challenged. The notice shall identify the challenging party and summarize the grounds for the challenge. The notice shall also require the challenged party to provide to the recipient, within a reasonable time, information sufficient to permit the recipient to evaluate his or her status as a socially and economically disadvantaged individual.
- (5) The recipient shall evaluate the information available to it and make a proposed determination of the social and economic disadvantage of the challenged party. The recipient shall notify both parties of this proposed determination in writing, setting forth the reasons for its proposal. The recipient shall provide an opportunity to the parties for an informal hearing, at which they can respond to this proposed determination in writing and in person.
- (6) Following the informal hearing, the recipient shall make a final determination. The recipient shall inform the parties in writing of the final determination, setting forth the reasons for its decision.
- (7) In making the determinations called for in paragraphs (b)(3)(5) and (6) of this paragraph, the recipient shall use the standards set forth in Appendix C of this subpart.
- (8) During the pendency of a challenge under this section, the presumption that the challenged party is a socially and economically disadvantaged individual shall remain in effect. 49 CFR 23.69.

2.04.345 Annual Disadvantaged Business Goals:

(a) The Metro Council shall, by resolution each June, establish annual DBE goals for the ensuing fiscal year. Such annual goals shall be established separately for construction contracts, labor and materials contracts, personal services contracts, procurement contracts and USDOT-assisted contracts regardless of type.

(b) Annual goals will be established taking into consideration the following factors:

- (1) Projection of the number and types of contracts to be awarded by Metro;
- (2) Projection of the number, expertise and types of DBEs likely to be available to compete for the contracts;
- (3) Past results of Metro's efforts under the DBE Program; and
- (4) Existing goals of other local USDOT recipients and their experience in meeting these goals.

(c) Annual goals for USDOT-assisted contracts must be approved by the United States Department of Transportation. 49 CFR §23.45(g)(3).

(d) Metro will publish notice that the USDOT-assisted contract goals are available for inspection when they are submitted to USDOT or other federal agencies. They will be made available for 30 days following publication of notice. Public comment will be accepted for 45 days following publication of the notice.

2.04.350 Contract Goals:

(a) The annual goals established for construction contracts shall apply as individual contract goals for construction contracts over \$50,000.

(b) The Liaison Officer may set a contract goal for any contract other than construction contracts over \$25,000. The setting of such contract goal shall be made in writing prior to the solicitation of bids for such contract. Contract goals for contracts other than construction contracts over \$50,000 shall be set at the discretion of the Liaison Officer and shall not be tied, necessarily, to the annual goal for such contract type.

(c) Even though no DBE goals are established at the time that bid/proposal documents are drafted, the Liaison Officer may direct the inclusion of a clause in any RFP or bid documents for any contract described in this section which requires that the prime contractor, prior to entering into any subcontracts, make good faith efforts, as that term is defined in Section 2.04.160, to achieve DBE participation in the same goal amount as the current annual goal for that contract type.

(d) Contract goals may be complied with pursuant to Section 2.04.360 or 2.04.375. The extent to which DBE participation will be counted toward contract goals is governed by the latter section.

2.04.355 Contract Award Criteria:

(a) To be eligible for award of contracts containing a DBE goal, prime contractors must either meet or exceed the specific goal for DBE participation, or prove that they have made good faith efforts to meet the goal prior to the time bids are opened or proposal are due. Bidders/Proposers are required to utilize the most current list of DBEs certified by the Executive Department in all of the bidders'/proposers' good faith efforts solicitations. The address where certified lists may be obtained shall be included in all applicable bid/proposal documents.

(b) All invitations to bid or request for proposals on contracts for which goals have been established shall require all bidders/proposers to submit with their bids and proposals a statement indicating that they will comply with the contract goal or that they have made good faith efforts as defined in Section 2.04.360 to do so. To document the intent to meet the goals, all bidders and proposers shall complete and endorse a Disadvantaged Business Program Compliance form and include said form with bid or proposal documents. The form shall be provided by Metro with bid/proposal solicitations.

(c) Agreements between a bidder/proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited.

(d) Apparent low bidders/proposers shall, by the close of the next working day following bid opening (or proposal submission date when no public opening is had), submit to Metro detailed DBE Utilization forms listing names of DBEs who will be utilized and the nature and dollar amount of their participation. This form will be binding upon the bidder/proposer. Within five (5) working days of bid opening or proposal submission date, such bidders/proposers shall submit to Metro signed Letters of Agreement between the bidder/proposer and DBE subcontractors and suppliers to be utilized in performance of the contract. A sample Letter of Agreement will be provided by Metro. The DBE Utilization forms shall be provided by Metro with bid/proposal documents.

(e) An apparent low bidder/proposer who states in its bid/proposal that the DBE goals were not met but that good faith efforts were performed shall submit written evidence of such good faith efforts within two working days of bid opening or proposal submission in accordance with Section 2.04.160. Metro reserves the right to determine the sufficiency of such efforts.

(f) Except as provided in paragraph (g) of this section, apparent low bidders or apparent successful proposers who state in their bids/proposals that they will meet the goals or will show good faith efforts to meet the goals, but who fail to comply with paragraph (d) or (e) of this section, shall have their bids or proposals rejected and shall forfeit any required bid security or bid bond. In that event the next lowest bidder or, for personal services contracts, the firm which scores second highest shall, within two days of notice of such ineligibility of the low bidder, submit evidence of goal compliance or good faith effort as provided above. This process shall be repeated until a bidder or proposer is determined to meet the provisions of this section or until Metro determines that the remaining bids are not acceptable because of amount of bid or otherwise.

(g) The Liaison Officer, at his/her discretion, may waive minor irregularities in a bidder's or proposer's compliance with the requirements of this section provided, however, that the bid or proposal substantially complies with public bidding requirements as required by applicable law.

2.04.360 Determination of Good Faith Efforts:

(a) Bidders or Proposers on USDOT-assisted contracts to which DBE goals apply must, to be eligible for contract award, comply with the applicable contract goal or show that good faith efforts have been made to comply with the goal. Good faith efforts should include at least the following standards established in the amendment to 49 CFR §23.45(h), Appendix A, dated Monday, April 27, 1981. A showing of good faith efforts must include written evidence of at least the following:

- (1) Attendance at any pre-solicitation or prebid meetings that were scheduled by Metro to inform disadvantaged business enterprises of contracting and subcontracting or material supply opportunities available on the project.
- (2) Advertisement in trade association, general circulation, disadvantaged and trade-oriented, if any and through a disadvantaged-owned newspaper or disadvantaged-owned trade publication concerning the subcontracting or material supply opportunities at least 10 days before bids or proposals are due.
- (3) Written notification to a reasonable number but no less than five (5) DBE firms that their interest in the contract is solicited. Such efforts should include the segmenting of work to be subcontracted to the extent consistent with the size and capability of DBE firms in order to provide reasonable subcontracting opportunities. Each bidder should send solicitation letters inviting quotes or proposals from DBE firms, segmenting portions of the work and specifically describing, as accurately as possible, the portions of the work for which quotes or proposals are solicited from DBE firms and encouraging inquiries for further details. Letters that are general and do not describe specifically the portions of work for which quotes or proposals are desired are discouraged, as such letters generally do not bring responses. It is expected that such letters will be sent in a timely manner so as to allow DBE sufficient opportunity to develop quotes or proposals for the work described.
- (4) Evidence of follow-up to initial solicitations of interest, including the following:
 - (A) The names, addresses, telephone numbers of all DBE contacted;

- (B) A description of the information provided to DBE firms regarding the plans and specifications for portions of the work to be performed; and
 - (C) A statement of the reasons for non-utilization of DBE firms, if needed to meet the goal.
- (5) Negotiation in good faith with DBE firms. The bidder shall not, without justifiable reason, reject as unsatisfactory bids prepared by any DBE firms.
 - (6) Where applicable, the bidder must provide advice and assistance to interested DBE firms in obtaining bonding, lines of credit or insurance required by Metro or the bidder.
 - (7) Overall, the bidder's efforts to obtain DBE participation must be reasonably expected to produce a level of participation sufficient to meet Metro's goals.
 - (8) The bidder must use the services of minority community organizations, minority contractor groups, local, state and federal minority business assistance offices and other organizations identified by the Executive Department's Advocate for Minority and Women and Emerging Small Business that provide assistance in the recruitment and placement of DBEs.

2.04.365 Replacement of DBE Subcontractors: Prime contractors shall not replace a DBE subcontractor with another subcontractor, either before contract award or during contract performance, without prior Metro approval. Prime contractors who replace a DBE subcontractor shall replace such DBE subcontractor with another certified DBE subcontractor or make good faith efforts as described in the preceding section to do so.

2.04.370 Records and Reports:

(a) Metro shall develop and maintain a record keeping system to identify and assess DBE contract awards, prime contractors' progress in achieving goals and affirmative action efforts. Specifically, the following records will be maintained:

- (1) Awards to DBEs by number, percentage and dollar amount;.
- (2) A description of the types of contracts awarded; and
- (3) The extent to which goals were exceeded or not met and reasons therefor.

(b) All DBE records will be separately maintained. Required DBE information will be provided to federal agencies and administrators on request.

(c) The Liaison Officer shall prepare reports, at least semiannually, on DBE participation to include the following:

- (1) The number of contracts awarded;
- (2) Categories of contracts awarded;
- (3) Dollar value of contracts awarded;
- (4) Percentage of the dollar value of all contracts awarded to DBE firms in the reporting period; and
- (5) The extent to which goals have been met or exceeded

2.04.375 Counting Disadvantaged Business Participation Toward Meeting Goals:

(a) DBE participation shall be counted toward meeting the goals on each contract as follows:

- (1) Subject to the limitations indicated in paragraphs (2) through (8) below, the total dollar value of a prime contract or subcontract to be performed by DBEs is counted toward the applicable goal for contract award purposes as well as annual goal compliance purposes.
- (2) The total dollar value of a contract to a disadvantaged business owned and controlled by both disadvantaged males and non-disadvantaged females is counted toward the goals for disadvantaged businesses and women, respectively, in proportion to the percentage of ownership and control of each group in the business.

The total dollar value of a contract with a disadvantaged business owned and controlled by disadvantaged women is counted toward either the disadvantaged business goal or the goal for women, but not to both. Metro shall choose the goal to which the contract value is applied.
- (3) Metro shall count toward its goals a portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the disadvantaged business partner in the joint venture.
- (4) Metro shall count toward its goals only expenditures to DBEs that perform a commercially useful function in the work of a contract: A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing and

supervising the work involved. To determine whether a DBE is performing a commercially useful function, Metro shall evaluate the amount of work subcontracted, industry practices and other relevant factors.

- (5) Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. The DBE may present evidence to Metro to rebut this presumption. Metro's decision on the rebuttal of this presumption is subject to review by USDOT for USDOT-assisted contracts.
- (6) A DBE which provides both labor and materials may count toward its disadvantaged business goals expenditures for materials and supplies obtained from other than DBE suppliers and manufacturers, provided that the DBE contractor assumes the actual and contractual responsibility for the provision of the materials and supplies.
- (7) Metro shall count its entire expenditure to a DBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale).
- (8) Metro shall count toward the goals 60 percent of its expenditures to DBE suppliers that are not manufacturers, provided that the DBE supplier performs a commercially useful function in the supply process.
- (9) When USDOT funds are passed-through by Metro to other agencies, any contracts made with those funds and any DBE participation in those contracts shall only be counted toward Metro's goals. Likewise, any USDOT funds passed-through to Metro from other agencies and then used for contracting shall count only toward that agency's goals. Project managers responsible for administration of pass-through agreements shall include the following language in those agreements:
 - (A) Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.
 - (B) DBE Obligation. The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance

of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of USDOT-assisted contracts.

(b) DBE participation shall be counted toward meeting annual goals as follows:

- (1) Except as otherwise provided below, the total dollar value of any contract which is to be performed by a DBE is counted toward meeting annual goals.
- (2) The provisions of paragraphs (a)(2) through (a)(8) of this section, pertaining to contract goals, shall apply equally to annual goals.

2.04.380 Compliance and Enforcement:

(a) Metro shall reserve the right, at all times during the period of any contract, to monitor compliance with the terms of this chapter and the contract and with any representation made by a contractor prior to contract award pertaining to DBE participation in the contract.

(b) The Liaison Officer may require, at any stage of contract completion, documented proof from the contractor of actual DBE participation.

RFP1107.ATT

bc

ATTACHMENT B2

DISADVANTAGED BUSINESS PROGRAM COMPLIANCE FORM

(To be submitted with _____ Proposal)

Name of Metro Project: _____

Name of Contractor: _____

Address: _____

Phone: _____

In accordance with Metro's Disadvantaged Business Program, the above-named contractor has fully met the contract's DBE Utilization Goal and will subcontract 13 percent of the contract amount to DBE(s).

Authorized Signature

Date

ATTACHMENT B3
DISADVANTAGED BUSINESS ENTERPRISES UTILIZATION FORM

1. Name of Metro Project _____
2. Name of Contractor _____
Address of Contractor _____
3. The above-named contractor intends to subcontract _____ percent of the contract amount to the following Disadvantaged Business Enterprises (DBEs):

Names, Contact Persons, Addresses and Phone Numbers of DBE Firms Contractor Anticipates Utilizing	Nature of Participation	Dollar Value of Participation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total _____

Amount of Total Contract _____

DBE Percent of Total Contract _____

Authorized Signature

Date: _____

**THIS FORM IS TO BE COMPLETED, SIGNED AND SUBMITTED
BY THE CLOSE OF THE NEXT WORKING DAY FOLLOWING
BID OPENING/PROPOSAL SUBMISSION**

Attachment C

Contract Requirements

2.3 Air Quality Impacts

Purpose: The air quality analysis will evaluate potential environmental impacts on air quality from the proposed project alternatives and options.

Tasks: The air quality analyses will evaluate short-term impacts during construction and long-term impacts from operation of the alternatives. Appropriate mitigation measures to reduce or eliminate these impacts will be assessed.

Data: Following is a brief description of the main data that will be required for the air quality impacts analysis.

- 1 PM peak-hour traffic volumes and travel speeds for all affected roadways.
- 2 The average signal cycle length and average red time length, PM peak-hour traffic volume for each lane, and the actual speed in absence of delay caused by signals during highest annual peak one-hour at all affected key intersections.
- 3 The vehicle miles traveled and average speed for the project area.
- 4 The use and release of toxic air pollutants.
- 5 Engineering drawings of transportation facilities.
- 6 Existing air quality data.
- 7 Location of non-attainment areas; status of redesignation requests to attainment.
- 8 Potential revisions to State Implementation Plan.
- 9 Parameters for modeling vehicle emissions (regionally and at impacted intersections).
- 10 Meteorological data.
- 11 Description of Project conformity requirements.
- 12 Identification of sensitive receptors (e.g. hospitals, schools)

Work completed to date: none.

Products: The product of the air quality impacts analysis will be a results report, based on the attached outline, with supporting analysis, findings, conclusions, and recommendations. The Results Report will also serve as a resource document for indirect

source construction permits and non-source point parking lot permit applications that could be required for construction of the selected alternative.

Outline for Air Quality Impacts Results Report:

S Summary

1. Introduction

1.1 Background

1.2 Purpose and Need

1.3 Alternatives Considered

2. Agency Coordination and Involvement

3. Methodology

3.1 Regulations and Standards

3.2 Air Quality Analysis Requirements for Conformity

3.3 Existing Air Quality

3.4 Selection of Receptor Sites for Hot Spot Analysis

- at improved intersections

- at Park and Ride Sites

- at intersections negatively impacted during construction

3.5 Emission Factors

3.6 Dispersion Modeling

3.7 Burden Analysis

3.8 Impact Analysis

3.9 Construction Impacts

3.10 Mitigation Measures

4. Affected Environment

4.1 Regulations

4.1.1 Air Quality Standards

4.1.2 Non-Attainment Areas

4.1.3 State Implementation Plans

4.1.4 Indirect Source Construction Permit

4.2 Existing Air Quality

4.2.1 Regional Emissions

4.2.2 Corridor Emissions

4.2.3 Site Specific Emissions (e.g. Park and Ride sites) and Concentrations

4.2.4 Monitoring Sites

4.2.5 Carbon Monoxide

4.2.6 Ozone/Ozone Precursors

4.2.7 Particulate Matter

4.2.8 Other Pollutants

- 4.3 Climate/Meteorological impacts
- 4.4 Health Effects of Air Pollution
- 5. Environmental Consequences
 - 5.1 Long Term Impacts (year 2015)
 - 5.1.1 No-Build Alternative
 - 5.1.2 LRT Build Alternative(s)
 - 5.1.3 Short Terminus Alternative(s)
 - 5.2 Short Term Impacts (Construction)
 - 5.2.1 No-Build Alternative
 - 5.2.2 LRT Build Alternative(s)
 - 5.2.3 Short Terminus Alternative(s)
 - 5.3 Mitigation Measures
 - 5.3.1 Construction Impacts
 - 5.3.2 Long Term Impacts
- 6. References
- 7. Appendix

2.4 Noise and Vibration Impacts

Purpose: The purpose of the acoustical study is to identify impacts and identify mitigation measures and designs that minimize adverse noise and vibration impacts, due to the LRT Alternative(s), to the adjoining uses.

Tasks: The analysis will present the noise and vibration criteria, assessment of the existing ambient noise and vibration environment, estimates of noise and vibration levels from LRT operations and change in relative noise levels along major highways and roadways with the change in traffic volumes and road configuration, including buses for the No-Build Alternative.

Data: Following is a brief description of the main data that will be required for the noise and vibration impacts analysis.

- 1 Traffic volumes and speeds along major roads for existing conditions and the No-Build Alternative.
- 2 Physical locations of, and concept plans for, bus transit centers and park and ride lots.
- 3 Physical locations of building adjacent to LRT Alignments.

- 4 Existing ambient noise measurements along the LRT Alignments
- 5 Locations of physical changes in roadways (i.e. areas where the roadway is to be widened).
- 6 Information regarding introduction of any new bus routes.
- 7 LRT speeds along the LRT alignments, track design type, soil types and elevation of track with respect to surrounding environment.

Work Completed to date: none.

Products: The product of the noise and vibration analysis will be a Results Report, based on the attached outline, with supporting analysis, findings, conclusions, and recommendations.

Outline for Noise and Vibration Impacts Results Report:

S Summary

1 Introduction

- 1.1 Background
- 1.2 Purpose and Need
- 1.3 Alternatives Considered

2 Agency Coordination and Involvement

3 Methodology

- 3.1 Noise Background and Terminology
 - 3.1.1 Noise
 - 3.1.2 Vibration
- 3.2 Related Laws, Regulations and Standards
 - 3.2.1 Highway Noise
 - 3.2.2 LRT Noise Standards
 - 3.2.3 Vibration Standards
- 3.3 Acoustical Monitoring Methodology
- 3.4 LRT Noise and Vibration Monitoring Methodology
- 3.5 Measurement Locations
- 3.6 Acoustical Modeling Procedures

4 Affected Environment

- 4.1 Land Use and Sensitive Receptors
- 4.2 Noise Monitoring Program
- 4.3 Existing Noise Levels - South/North Corridor

- 4.4 Existing Noise Levels - Banfield LRT
- 4.5 Vibration Monitoring Program
- 4.6 Existing Vibration Levels
- 5 Environmental Consequences
 - 5.1 Projected Noise Levels Resulting from LRT Operations
 - 5.2 LRT Wheel Squeel Impacts
 - 5.3 Noise from Ancillary Facilities
 - 5.4 Projected Groundborne Vibration Levels Due to LRT Operations
 - 5.5 Assessment of Road Traffic and Bus Noise Impact Analysis
 - 5.6 Construction Noise and Vibration Impacts
- 6. References
- 7. Appendix
 - 7.1 Glossary of Acoustical Terms

2.5 Hydrology and Water Quality Impacts

Purpose: The purpose of the Hydrology and Water Quality technical analysis is to assess potential effects of the project alternatives and options on water quality and hydrology in the drainage basins affected by project alternatives.

Tasks: The analysis will qualitatively and quantitatively evaluate water quality and storm water impacts associated with both the construction and operation phases of the project for each proposed alternative and LRT options under consideration, identify significant problem areas, and discuss possible mitigation strategies.

Data: Following is a brief description of the main data that will be required for the hydrology and water quality impacts analysis.

- 1 Flow data for all rivers, streams, or creeks crossed by project alternatives.
- 2 Floodway and Floodplain data.
- 3 Current status of water quality for water bodies in project area.
- 4 Description of existing or planned water quality monitoring programs in the study area, and written assessment of the potential for coordination with these programs.
- 5 Water quality standards, storm water treatment guidelines, and erosion/sediment control guidelines for the study area.

- 6 Existing regulations for storm water discharge into local systems.
- 8 Engineering drawings indicating locations of all proposed construction, and other improvements and areas of excavation and fill.
- 9 Identification of proposed parking areas, stations and bus storage sites that have adequate space for on-site storm water detention/treatment facilities.
- 10 Description of storm water control components of LRT facilities.
- 11 Identification of construction areas with existing sewer, storm water or water lines, and description of any proposed modifications or hook-ups to the identified lines.
- 12 Hydraulic characteristics of new bridges.
- 13 Mitigation measures under active consideration.

Work Completed to date: None.

Products: The product will be a Results Report, based on the attached outline, with supporting analysis, findings, conclusions, and recommendations.

Outline for Water Quality and Hydrology Impacts Results Report:

S Summary

1. Introduction
 - 1.1 Background
 - 1.2 Purpose and Need
 - 1.3 Alternatives Considered
2. Agency Coordination and Involvement
3. Methodology
 - 3.1 Field Reconnaissance and Data Collection
 - 3.2 Analysis of Water Quality and Hydrology Impacts
 - 3.3 Mitigation Measures
4. Affected Environment
 - 4.1 Watersheds of the Study Area
 - 4.2 Surface Waters Crossed by the Study Alternatives
 - 4.3 Regional Water Quality

5. Environmental Consequences
 - 5.1 Introduction
 - 5.2 Long Term Impacts (year 2015)
 - 5.2.1 No Build Alternative
 - 5.2.2 LRT Build Alternative(s)
 - 5.2.3 Short Terminus Alternative(s)
 - 5.3 Short Term Impacts (Construction)
6. Mitigation Measures
 - 6.1 Water Quality Mitigation
 - 6.2 Hydrology and Floodplains
7. References
8. Appendix

2.6 Section 106 - Historic, Archaeological and Cultural Resources Impacts

Purpose: The purpose of this analysis is to fulfill the requirements of the National Historic Preservation Act, commonly referred to as Section 106.

Tasks:

1. **Inventory of Resources.** The evaluation will begin with an inventory of known and potential historic, archaeological and cultural resources within the project corridor. An Archaeological Reconnaissance of the areas of potential impact will be required. Identified potential resources will be evaluated for eligibility in the National Register of Historic Places. National Register eligibility determinations (and determinations of non-eligibility) must be documented and approved by the State Historic Preservation Officer's (SHPO's) and may be submitted to the Department of Interior for approval.
2. **Evaluation of Effect.** Resources that are found to be on or eligible for the National Register will be evaluated for potential effects from the project alternatives and options. A preliminary analysis of the evaluation of effects must be developed and included in the Results Report and preliminarily reviewed by the SHPO's. Where adverse effects occur to identified resources, coordination with the 4(f) analysis may be required. (Note: The formal "Determination of Effect" forms will be prepared in conjunction with the FEIS after the Locally Preferred Alternative is selected.
3. **Mitigation.** Where an identified resource could be affected by one of the project alternatives, evaluation of possible mitigation measures will be identified. A Memorandum of Agreement (MOA) will be drafted in conjunction with the FEIS that

will define the formal mitigation commitments and must be coordinated with the Advisory Council for Historic Preservation (ACHP), FTA, the SHPO's, Metro, Tri-Met, C-TRAN and possibly the applicable jurisdictions.)

Data: Following is a brief description of the main data that will be required for the Historic, archaeological and cultural impacts analysis.

- 1 The local jurisdictions have done Historic Resource inventories. A listing of potential historic resources (including districts) within the project area will be compiled from the jurisdictions. Additional resource identification will be required.
- 2 An archaeological reconnaissance of the project corridor.
- 3 Determination of the National Register eligibility or non-eligibility for all potential resources.
- 4 Preliminary "Determinations of Effect" for eligible resources in the corridor.

Work Completed to Date: A number of potential historic resources within the LRT Corridor have been identified. Some inventory work is underway.

Products: Documentation of the process, analysis, findings, conclusions and recommendations will be presented in the results report. Specific research and documentation will be required for the "Determination of Eligibility" forms, (and documentation of non-eligibility when resources are determined not to be eligible for the national register). The final "Determination of Effect" forms and MOA will be prepared in support of the FEIS.

Outline for Section 106 Impacts; Historic, Archaeological and Cultural Resources Results Report:

S. Summary

1. Introduction
 - 1.1 Background
 - 1.2 Purpose and Need
 - 1.3 Alternatives Considered
2. Agency Coordination and Involvement
3. Methodology
 - 3.1 Inventory of Resources

- 3.2 National Register and National Register Eligible Resources
- 3.3 Application of Criteria of Effect and Adverse Effect
- 3.4 Mitigation Measures
- 4. Affected Environment
 - 4.1 Historic and Cultural Resources
 - 4.2 Archaeological Resources
- 5. Environmental Consequences
 - 5.1 Long Term Impacts (year 2015)
 - 5.1.1 No-Build Alternative
 - 5.1.2 LRT Build Alternative(s)
 - 5.1.3 Short Terminus Alternative(s)
 - 5.2 Short Term Impacts (Construction)
 - 5.2.1 No-Build Alternative
 - 5.2.2 LRT Build Alternative(s)
 - 5.2.3 Short Terminus Alternative(s)
 - 5.3 Mitigation Measures
- 6. References
- 7. Appendix
 - 7.1 Historic Context Statement
 - 7.2 Archaeological Reconnaissance
 - 7.3 Comments and Coordination Documentation
 - 7.4 Eligibility Forms

2.7 4(f) - Park land, Recreation Area, Wildlife and Waterfowl Refuge Impacts

Purpose: The 4(f) analysis is intended to fulfill federal transportation requirements with respect to publicly owned public parks, recreation areas or wildlife and waterfowl refuges, or significant historic sites.

Tasks: All potential resources (both 4(f) and 6(f)) that could be impacted by any of the alternatives will be identified. Evaluation of potential impacts of the project alternatives on the identified resources will be completed. Where use of identified resources would be caused by one or more of the alternatives, a no prudent or feasible alternatives analysis will be completed.

Data: Inventory data on all potential 4(f) resources in the corridor must be compiled.

Work Completed to date: none

Products: The product will be a results report, based on the attached outline, with supporting analysis, findings, conclusions, and recommended mitigation. The results report will also serve as the Draft 4(f) documentation for review by the Department of Interior. The final 4(f) document will be prepared in conjunction with the Final Environmental Impact Statement.

Outline for 4(f) Impacts Park Lands, Recreation Areas, Wildlife and Waterfowl Refuges Results Report:

S Summary

- 1. Introduction**
 - 1.1 Background**
 - 1.2 Purpose and Need**
 - 1.3 Alternatives Considered**
- 2. Agency Coordination and Involvement**
- 3. Methodology**
 - 3.1 Related Laws and Regulations**
 - 3.2 Inventory of Resources**
 - 3.3 Determination of Impacts**
 - 3.4 Avoidance Alternatives**
 - 3.5 Mitigation**
- 4. Affected Environment**
 - 4.1 Parkland Resources**
 - 4.2 Historic and Cultural Resources**
 - 4.3 Archaeological Resources**
- 5. Environmental Consequences - Draft 4(f) Evaluation**
 - 5.1 Long Term Impacts (year 2015)**
 - 5.1.1 No-Build Alternative**
 - 5.1.2 LRT Build Alternative(s)**
 - 5.1.3 Short Terminus Alternative(s)**
 - 5.2 Short Term Impacts (Construction)**
 - 5.2.1 No-Build Alternative**
 - 5.2.2 LRT Build Alternative(s)**

5.2.3 Short Terminus Alternative(s)

5.3 Avoidance Alternatives

5.4 Mitigation Measures

5.5 Concluding 4(f) Statement

6. References

7. Appendix

7.1 Archaeological Reconnaissance

7.2 Coordination Documentation

2.8 Hazardous Materials Impacts

Note: The Hazardous Materials analysis will not be performed by the consultant team. ODOT and WSDOT will be assisting in this analysis

Purpose: The purpose of the Hazardous materials investigation is to identify and characterize all known or potential hazardous materials sites that may be affected by any of the proposed alternatives.

Tasks: Identify all known or suspected hazardous materials sites that may be affected by any of the proposed alternatives. Each identified site will be evaluated to determine the potential human health risk, and the potential for and extent of environmental, engineering and liability risks. Where necessary, options will be explored for avoiding or mitigating the constraints associated with each site.

Data: Following is a brief description of the main data that will be required for the hazardous materials impacts analysis.

- 1 Engineering drawings (plan and profiles) showing locations of existing right-of-way, proposed right-of-way and acquisitions.
- 2 Historic land use data for areas within and adjacent to identified light rail alignments.
- 3 Current databases from Oregon's Department of Environmental Quality (DEQ) and Washington's Department of Ecology for underground storage tanks, known spill sites, fully-regulated hazardous waste generators, small quantity generators and EPA CERCLIS listings.

- 4 Data on identified hazardous materials sites, available through on-site review of agency files.

Work Completed to date: A draft report evaluating the LRT alternative has been prepared by ODOT for the Oregon portion of the corridor. No data has been compiled for the Washington Portion of the corridor.

Products: The product will be a results report, based on the attached outline, with supporting analysis, findings, conclusions, and recommendations.

Outline for Hazardous Materials Impacts Results Report

S Summary

1. Introduction
 - 1.1 Background
 - 1.2 Purpose and Need
 - 1.3 Alternatives Considered
2. Agency Coordination and Involvement
3. Methodology
 - 3.1 Identification and Characterization of Known Hazardous Materials Sites
 - 3.2 Identification and Characterization of Potential Sites
 - 3.3 Hazardous Materials Evaluations and Recommendations
4. Affected Environment
5. Environmental Consequences
 - 5.1 Long Term Impacts (year 2015)
 - 5.1.1 No-Build Alternative
 - 5.1.2 LRT Build Alternative(s)
 - 5.1.3 Short Terminus Alternative(s)
 - 5.2 Short Term Impacts (Construction)
 - 5.2.1 No Build Alternative
 - 5.2.2 LRT Build Alternative
 - 5.1.3 Short Terminus Alternative(s)
 - 5.3 Mitigation Measures
 - 5.3.1 Pre-construction
 - 5.3.2 Construction

5.3.3 Operation

- 6. References
- 7. Appendix

2.9 Geological Impacts

Note: The Geological analysis will not be performed by the consultant team.

Purpose: The objective of the geology investigation is to identify existing geologic and soil characteristics and evaluate if they present any significant limitations to any of the project alternatives.

Tasks: The investigation will identify existing geologic characteristics and soil types in the area of associated project improvements. The analysis will evaluate potential impacts or limitations associated with both the construction and operation of the proposed alternatives, including erosion and slope stability impacts. Strategies will be identified to avoid or mitigate impacts.

Data: Following is a brief description of the main data that will be required for the geology and soil impacts analysis.

- 1 Engineering drawings (plan and profiles) showing locations for all proposed construction, including LRT stations, park and ride lots, transit centers, bridges, embankments and all areas requiring filling or excavation.
- 2 Engineering estimates of cut and fill volumes.
- 3 Locations and estimates of areas to be cleared of vegetation.
- 4 Engineering methods specifically proposed for mitigating potential slope stability impacts.
- 5 Proposed erosion control plans.
- 6 Areas identified as Prime and Unique Farmland from the local area Soil Conservation Districts (USDA Soil Conservation Service).
- 7 City and County erosion control specifications.

Work Completed to date: None

Product: The product will be a results report, based on the attached outline, with supporting analysis, findings, conclusions, and recommendations.

Outline for Geology and Soils Impacts Results Report:

S Summary

1. Introduction

1.1 Background

1.2 Purpose and Need

1.3 Alternatives Considered

2. Agency Coordination and Involvement

3. Methodology

4. Affected Environment

4.1 Physiography

4.2 Geology

4.3 Soils

4.4 Earthquake Hazards

4.5 Soil and Rock Resources

5. Environmental Consequences

5.1 Long Term Impacts (year 2015)

5.1.1 No-Build Alternative

5.1.2 LRT Build Alternative(s)

5.1.3 Short Terminus Alternative(s)

5.2 Short Term Impacts (Construction)

5.2.1 No Build Alternative

5.2.2 LRT Build Alternative(s)

5.2.3 Short Terminus Alternative(s)

5.3 Mitigation Measures

6. References

7. Appendix

2.10 Displacement and Relocation Impacts

Purpose: The objective of the Displacement and Relocation investigation is to identify residents, businesses and access that would be displaced due to project improvements. The analysis will present a comparison of impacts for each of the proposed alternatives. A relocation study will discuss relocation requirements, opportunities and relocation assistance measures. The analysis, findings and mitigation will be presented in the results report.

Tasks: The evaluation will identify potential displacements associated with project improvements. The analysis will evaluate potential impacts associated with both the construction and operation of the proposed alternatives. Strategies will be identified to avoid or mitigate impacts where possible.

Data: Following is a brief description of the main data that will be required for the Displacement and Relocation impacts analysis.

- 1 Engineering drawings (plan and profiles) showing locations for all proposed construction, including LRT stations, park and ride lots, transit centers, bridges, embankments and all areas requiring filling or excavation.
- 2 Locations of existing right-of-way, proposed right-of-way and acquisitions.
- 3 Identification of Social/Economic status of potential displaced persons and businesses.
- 4 Identification of potential locations/availability of relocation opportunities.
- 5 Preliminary Identification of construction staging requirements for major facilities such as new bridges.

Work Completed to date: None

Product: The product will be a results report, based on the attached outline, with supporting analysis, findings, conclusions, and recommendations.

Outline for Displacement and Relocation Impacts Results Report:

S Summary

1. Introduction
 - 1.1 Background
 - 1.2 Purpose and Need
 - 1.3 Alternatives Considered

2. Agency Coordination and Involvement
3. Methodology
 - 3.1 Overview
 - 3.2 Research and Field Investigation
 - 3.3 Engineering Drawings
 - 3.4 Description and Analysis of Displacement and Relocation
 - 3.5 Relocation Requirements and Mitigation
4. Affected Environment
5. Environmental Consequences
 - 5.1 Long Term Impacts (year 2015)
 - 5.1.1 No-Build Alternative
 - 5.1.2 LRT Build Alternative
 - 5.1.3 Short Terminus Alternative(s)
 - 5.2 Short Term Impacts (Construction)
 - 5.2.1 No-Build Alternative
 - 5.2.2 LRT Build Alternative(s)
 - 5.2.3 Short Terminus Alternative(s)
 - 5.3 Mitigation Measures
6. References
7. Appendix

2.11 Social and Neighborhoods Impacts

Purpose: The purpose of the social and neighborhood impacts investigation is to evaluate potential impacts to continued neighborhood viability and cohesion. The analysis will present an assessment of the effect of the proposed improvements on access within neighborhood units and on the actual or perceived quality of life within neighborhood units. The analysis will also consider changes in neighborhood access to social institutions and services (i.e. schools, government offices, hospitals, religious institutions, police, etc) as a result of project alternatives. Mitigation measures which could reduce adverse impacts will be presented and evaluated. The analysis, coordination, findings and mitigation will be presented in the results report.

Tasks: The evaluation will identify potential impacts to neighborhoods, disadvantaged populations and communities associated with project improvements. The analysis will evaluate potential impacts associated with both the construction and operation of the

proposed alternatives. Strategies will be identified to avoid or mitigate impacts where possible.

Data: Following is a brief description of the main data that will be required for the Social and Neighborhoods impacts analysis.

- 1 Engineering drawings (plan and profiles) showing locations for all proposed construction, including LRT stations, park and ride lots, transit centers, bridges, embankments and all areas requiring filling or excavation.
- 2 Identification of neighborhoods and communities in the corridor.
- 3 Identification of disadvantaged populations (minority, elderly and handicapped) in the corridor.

Work Completed to date: None

Products: The product will be a results report, based on the attached outline, with supporting analysis, findings, conclusions, and recommendations.

Outline for Social and Neighborhood Impacts Results Report

S Summary

1. Introduction
 - 1.1 Background
 - 1.2 Purpose and Need
 - 1.3 Alternatives Considered
2. Public Participation and Agency Coordination
 - 2.1 Introduction
 - 2.2 Local, Regional, State and Federal Participation
 - 2.3 Community Participation
 - 2.4 Public Information Program
 - 2.5 Public Involvement Program
 - 2.6 Documentation
3. Methodology
 - 3.1 Overview
 - 3.2 Related Laws and Regulations
 - 3.3 Methodology
 - 3.4 Mitigation Measures

4. Affected Environment
 - 4.1 Population Characteristics
 - 4.2 Economic Characteristics
 - 4.3 Housing Characteristics
 - 4.4 Community Facilities and Services
 - 4.5 Neighborhood Descriptions
5. Environmental Consequences
 - 5.1 Long Term Impacts (year 2015)
 - 5.1.1 No-Build Alternative
 - 5.1.2 LRT Build Alternative(s)
 - 5.1.3 Short Terminus Alternative(s)
 - 5.2 Short Term Impacts (Construction)
 - 5.2.1 No-Build Alternative
 - 5.2.2 LRT Build Alternative(s)
 - 5.2.3 Short Terminus Alternative(s)
 - 5.3 Mitigation Measures
6. References
7. Appendix

2.12 Ecosystems Impacts

Purpose: The purpose of the ecosystems analysis is to provide an overall description of the ecosystems that may be affected by the proposed alternatives, and then evaluate the potential impacts of the project alternatives on the identified resources.

Tasks: The analysis will identify and provide descriptions of the existing habitat types and wildlife that occur in the project corridor. Sensitive habitats, such as wetlands, and sensitive, threatened or endangered species that may occur in the project area will be identified and impacts to these resources will be evaluated. Analysis to avoid impacts to sensitive resources will be completed in conformance with local, state and federal regulations. Mitigation measures will be presented and evaluated.

This task will also include the initial development of a Biological Assessment. The draft outline for this Biological Assessment is included in Appendix F.

Data: Following is a brief description of the main data that will be required for the ecosystems impacts analysis.

- 1 Definition of the amount of vegetation clearing, grading and filling within the alternative rights-of-way.
- 2 Engineering drawings of all stream and wetland crossings.
- 3 Current plan and profile drawings of all associated facilities.

Work Completed to date: Some natural resource agency regulatory personnel have been contacted and have participated in discussions of the LRT alternative. Avoidance measures have been incorporated in the project design as the design has evolved.

Products: The product will be a results report, based on the attached outline, with supporting analysis, findings, conclusions, and recommendations. The results report will also serve as technical support documentation for the local, state and federal wetlands and floodplain alteration permits.

Outline for Ecosystems Impacts Results Report:

S Summary

1. Introduction
 - 1.1 Background
 - 1.2 Purpose and Need
 - 1.3 Alternatives Considered
2. Agency Coordination and Involvement
3. Methodology
 - 3.1 Related Laws and Regulations
 - 3.2 Methodology
 - 3.2.1 Vegetation and Wildlife
 - 3.2.2 Wetlands
 - 3.3.3 Fish Resources
 - 3.3.4 Impact Analysis and Mitigation
4. Affected Environment
 - 4.1 Vegetation
 - 4.2 Wildlife
 - 4.2 Wetlands
 - 4.3 Fish Resources
5. Environmental Consequences

- 5.1 Long Term Impacts (year 2015)
 - 5.1.1 No Build Alternative
 - 5.1.2 LRT Alternative(s)
 - 5.1.3 Short Terminus Alternative(s)

- 5.2 Short Term Impacts (Construction)
 - 5.2.1 No Build Alternative
 - 5.2.2 LRT Build Alternative(s)
 - 5.2.3 Short Terminus Alternative(s)

5.3 Mitigation Measures

6. References

7. Appendix

2.13 Visual Quality and Aesthetics Impacts

Purpose: The purpose of the Visual Quality and Aesthetics investigation is to evaluate potential impacts of the project alternatives on the visual quality and overall aesthetic value of the project corridor.

Tasks: Existing visual quality will be defined for segments of the project area and impacts will be assessed in terms of the extent of visual change and the viewer response to the project improvements. Where visual quality is decreased by project improvements, mitigation measures will be proposed. Approximately 50 visual simulations will be prepared to illustrate the LRT Build Alternative at a variety of locations with various options.

Data: Following is a brief description of the main data that will be required for the visual quality and aesthetics impacts analysis.

- 1 Engineering drawings showing locations of existing right-of-way and acquisitions associated with all the alternatives.
- 2 Descriptions of the passenger stations, park and ride facilities, track systems and any other proposed project components.

Work Completed to date: Preliminary investigation and identification of the affected environment in selected locations.

Products: The product will be a results report, based on the attached outline, with supporting analysis, findings, conclusions, and recommendations.

Outline for Visual Quality and Aesthetics Impacts Results Report:

S Summary

- 1. Introduction**
 - 1.1 Background**
 - 1.2 Purpose and Need**
 - 1.3 Alternatives Considered**
- 2. Agency Coordination and Involvement**
- 3. Methodology**
 - 3.1 Affected Environment**
 - 3.2 View Sheds**
 - 3.3 Constraints and Opportunities**
 - 3.4 Viewer Response**
 - 3.5 Significant Impacts**
 - 3.6 Analysis**
 - 3.7 Mitigation**
- 4. Affected Environment**
 - 4.1 Definition of the Visual Environment**
 - 4.2 Existing Visual Conditions**
- 5. Environmental Consequences**
 - 5.1 Long Term Impacts (year 2015)**
 - 5.1.1 No-Build Alternative**
 - 5.1.2 LRT Build Alternative(s)**
 - 5.1.3 Short Terminus Alternative(s)**
 - 5.2 Short Term Impacts (Construction)**
 - 5.2.1 No-Build Alternative**
 - 5.2.2 LRT Build Alternative(s)**
 - 5.1.3 Short Terminus Alternative(s)**
 - 5.3 Mitigation Measures**
- 6. References**
- 7. Appendix**

2.14 Land Use and Economic Activity Impacts

Purpose: The purpose of the land use and economic activity investigation is to evaluate potential impacts of the project alternatives on existing and planned land use patterns and development trends of the region, corridor and proposed LRT station areas.

Tasks: The analyses will evaluate the potential for development, redevelopment and related land use and economic impacts that could result from the development of the project alternatives. Investigations will evaluate potential impacts within one half mile of each potential LRT station on population, businesses and employment. The analysis will include an evaluation of regional and jurisdictional plans and policies for land use, transportation, and economic development. Mitigation measures will be proposed where adverse impacts are identified.

Data: Following is a brief description of the main data that will be required for the land use and economic impacts analysis.

- 1 Estimate of construction costs.
- 2 Local and system-wide traffic impacts report.
- 3 Service and Patronage forecasts.
- 4 Population and employment forecasts.
- 5 Updated RTP and adopted 2040 concept plan.
- 6 Number of new jobs created for LRT maintenance and operation.
- 7 Number of job displacements.
- 8 Aerial photos of corridors.
- 9 Planned or proposed development information.
- 10 Engineering drawings showing locations of existing right-of-way and acquisitions.
- 11 Local jurisdiction comprehensive plans and policy documents.

Work Completed to date: Preliminary investigation and identification of the affected environment.

Product: The product will be a results report, based on the following outline, with supporting analysis, findings, conclusions, and recommendations.

Work Completed to Date: none.

Products: The product of the energy analysis will be a Results Report, based on the attached outline, with supporting analysis, findings, conclusions, and recommendations.

Outline for Energy Impacts Results Report:

S Summary

1. Introduction

1.1 Background

1.2 Purpose and Need

1.3 Alternatives Considered

2. Agency Coordination and Involvement

3. Methodology

3.1 Year 2015 Operating Energy Usage

3.2 Indirect Impact Assessment of Construction Energy Usage

4. Affected Environment

4.1 Petroleum

4.2 Electricity

4.3 Other Supplies

4.4 Existing Energy Consumption in the Study Area

5. Environmental Consequences

5.1 Long Term Impacts (year 2015)

5.1.1 No-Build Alternative

5.1.2 LRT Build Alternative

5.1.3 Short Terminus Alternative(s)

5.2 Short Term Impacts (Construction)

5.2.1 No-Build Alternative

5.2.2 LRT Build Alternative

5.2.3 Short Terminus Alternative(s)

5.3 Summary of Energy Consumption

5.4 Mitigation Measures

6. References

7. Appendix

7.1 Modeling Input Parameters

5.9 Mitigation Measures

5.9.1 Long Term Impacts (2015)

5.9.2 Construction Impacts

6. References

7. Appendix

2.2 Energy Impacts

Purpose: The purpose of the energy analysis is to identify and evaluate the impacts on energy usage from construction and operation of the proposed project alternatives and options.

Tasks: The analysis will estimate energy consumed by construction of each of the alternatives and energy saved by the operation of the Light Rail Transit alternatives. Mitigation measures to reduce impacts to energy consumption will be discussed.

Data: Following is a brief description of some of the data that would be required for the energy evaluation.

- 1 The vehicle miles traveled, annualization factor and average speed for gasoline and diesel automobiles, trucks, buses, and motorcycles.
- 2 Daily energy consumption for the same vehicles.
- 3 Banfield LRT daily energy consumption.
- 4 Estimated Westside LRT daily energy consumption.
- 5 Estimated Hillsboro Extension LRT daily energy consumption.
- 6 Vehicle (auto and bus) maintenance daily energy consumption.
- 7 Maintenance facility daily energy consumption.
- 8 Park and Ride daily energy consumption.
- 9 Construction Costs of individual facilities: roadway improvements, transit centers, park and ride lots, bus maintenance facility, bus shelters and miles of track.
- 10 Regional energy production and consumption

Firms should not assume any action has been taken unless they receive specific notification from Metro. Metro will attempt to notify all firms of any changes to the schedule herein. In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all firms who request the RFP from Metro. If any firm has reason to doubt whether Metro is aware of a firm's interest, it is the responsibility of the firm to notify Metro.

3.6 General Proposal/Contract Conditions

3.6.1 Limitation and Award

This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified sources, or to cancel or modify all or a part of this RFP.

3.6.2 Contract Type

Metro intends to award a personal services contract for this study with the selected firm. A copy of the standard form contract which the successful contractor will be required to execute is included as Attachment C, Contract Requirements. Any issues or concerns with respect to this standard contract form must be raised within the proposal and resolved during this RFP process. Metro will not consider issues related to the standard form contract raised after selection..

3.6.3 Billing Procedures

Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. A monthly billing, accompanied by a progress report, will be prepared by the consultant for review and approval by Metro.

The contractor will submit invoices and monthly progress reports to Metro for 100% of the actual costs they have incurred up to the limits specified in the contract for activities defined in the contract scope of work. When funds are received by Metro from C-TRAN and other funding sources, Metro will compensate the parties directly for their invoice.

Metro will review the invoices for consistency with the Scope of Work and the consultant's contract and will approve or reject as appropriate. Based on the invoices submitted by the consultant and including Metro's own expenses, Metro will submit a reimbursement request to C-TRAN and to other funding sources as required. When funds are received by Metro from C-TRAN and other funding sources, Metro will compensate the consultant directly for their invoice. Invoices from the consultant must be detailed by date, task performed, individual

performing work, hours per task, rate per hour, and cost per task. Reimbursable expenses incurred by consultants shall be itemized and shall be detailed by copies of invoices for all non-travel expenses.

3.6.4 Validity Period and Authority

All proposals shall be valid for a period of at least ninety (90) days, commencing with the proposal due date, and shall contain a statement to that effect. The proposal shall contain the name, title, address and telephone number of an individual or individuals with authority to bind the contractor.

4 Documentation and Presentations

Comprehensive information shall be submitted in a clear and concise manner and in the prescribed format to address the following.

4.1 Statements of Qualification

Statements of Qualifications are submitted using the forms provided in Attachment E. Firms shall submit the following items in there Statements of Qualification:

4.1.1 Letter of Interest

The letter of interest should clearly state the capabilities of the proposers. It should clearly define the firms involved, with a clear designation of prime consultant, sub consultants and the lead contact persons for all teams. Also, it should include a statement that the proposal will remain in effect for ninety (90) days after receipt by Metro. The letter of interest may contain any other information not shown on the Statements of Qualification forms, however this letter should not exceed two pages in length.

4.1.2 Forms

Forms must be completed for each firm involved. The certification shall be signed by the prime proposer only. The consultant shall submit the information using the format provided in Attachment E.

4.1.3 Questions

Complete answers to the following questions. Limit the total response for all five questions to ten pages. Restate each question before providing an answer.

1. Describe the depth of your team's environmental analysis (SEPA and NEPA) DEIS experience and skills including but not limited to analyses conducted under FTA

regulations. Relate that experience to your understanding of the project and the scope of work. Include projects in the project example forms. Emphasize your team's proposed project personnel and their direct and related experience.

2. Drawing from your proposed Work Plan, staffing assignments and budget, describe your team's capacity to complete the work within the study's proposed schedule included within the RFP.
3. Describe your firm's and personnel's past performance on contracts with Metro, other government agencies or bodies, or private industry. Emphasize your ability to control costs, meet schedules and to comply with federal, state and local regulations.
4. Describe the depth of your firm's and team member's ability and experience in communicating technical information effectively with staff, elected officials, neighborhood groups and other audiences.
5. Describe your team's depth of experience and skill in preparing and compiling large complex documents, quickly and accurately. Emphasize any EIS or AA projects.
6. Describe your proposed document production approach including coordination with technical analysis, coordination across technical disciplines and management of the document revision process.

4.2 Proposals

4.2.1 Work Plan

Provide a description of the proposed methodology for carrying out the work tasks described in this RFP. This discussion of the work plan should be clearly separated into the components outlined in the Scope of Work and should clearly delineate whether the proposal is for all or part of the work.

Indicate the location of a local project office and other offices of the prime and sub-consultant firms. Indicate the percentage of project work by task that will be completed within the local and other offices.

Describe your proposed project management, coordination and communications strategies and techniques that will be used throughout this project.

Describe the techniques that you propose to use to coordinate and achieve document production. In particular, describe where the documents will be written and finalized, and what techniques will be used to ensure technical accuracy and consistency in the analysis and reports. Further, describe how you will ensure that the analysis and documentation is consistent with federal and state transportation and environmental regulations.

4.2.2 Project Staffing

Identify each principal staff person to be assigned to the study for both the prime and any sub-consultant (using the format in Attachment E). For each person describe their role and responsibility for this study and an estimate of the time commitment on this study relative to other projects that they are assigned to. Also, for each person indicate the location of the office where work will be completed, and the location of their home office. Indicate the percentage of hours devoted to this study that will be worked in the project office and the home office.

Identify and commit a single person as project manager to work with Metro through the duration of this contract. Also identify the primary task manager(s) for each of the specific areas of technical analysis. Particular attention should be made to describe the role of the project manager and task managers in quality control, communications, and decision-making. Any changes in the project manager or task managers must be requested and approved in writing by Metro. Unacceptable changes in the project manager or task managers will be sufficient cause for termination of the contract.

For some of the work in the Scope of Work, an attorney may be desired as a consulting team member. To ensure that such an attorney represents Metro rather than the consultant, the following approach to selection of an attorney to assist the consulting team shall be used:

- Metro General Counsel shall exercise final approval of selection of an attorney proposed to be included in the consulting team for work within the Scope of Work of this contract based on the attorney's qualifications; and
- Metro will execute a separate Personal Services Contract with the attorney as the attorney's client. Legal advice shall be directed to Metro General Counsel before release or inclusion in consulting team Work Products.

For the purposes of this RFP, the suggested work scope, identity of, qualifications and estimated cost, of any attorney shall be approved by Metro General Counsel and should be included in the proposal.

4.2.3 Budget/Cost Proposal

The estimated budget for this contract is \$1,000,000. Consultants are welcome to comment on the adequacy of the proposed budget relative to your proposed work plan.

Summarize all expected products and services to be delivered and provide a proposed budget for each task, unless noted within the scope of work (using the format in Attachment E). Budget estimates should assume that the consultant will provide all services necessary to complete the task and that no previous work on that task will be incorporated into the final product.

Budget summaries should provide the following details:

- Delineation of personnel by level (e.g. Principal, Professional, Administrative), hourly rate, person-days assumed and costs;
- Delineation of materials and other direct and indirect costs; and
- Administrative support, overhead, fee's and profit.

4.3 Oral Interviews and Presentations

Based upon the Statements of Qualification and Proposals the Selection Committee may narrow the number of submitting teams to participate in oral interviews and presentations. The interviews are currently scheduled to take place on or about April 5, 1995. Time limits will be placed on presentations and the proposing teams may be asked to address specific questions within their presentations at the oral interviews.

Attachment A

Scope of Work

South/North Transit Corridor Study

**Environmental Impact Analysis, Results Report and Draft
Environmental Impact Statement**

South/North Transit Corridor Study

Social, Economic and Environmental Impacts Results Reports and Draft Environmental Impact Statement

1. General Task Description

The overall purpose of this consultant procurement is to complete the tasks of identifying local and system wide impacts of the South/North Transit Corridor Study. The analysis must be completed in conformance with federal environmental regulations, including the National Environmental Policy Act (NEPA) and the Federal Transit Administration (FTA) regulations (as well as the Washington State Environmental Policy Act (SEPA), for the portions of the corridor in Clark County, Washington).

Activities to be performed by the consultant include overall social, economic and environmental technical consultant and sub-consultant management and technical analysis. The consultant shall submit a work plan and budget prior to commencing work on any tasks. The work plan and budget must be approved by Metro prior to beginning work on any work task. The work plan will indicate the staff members who will be doing the work, the approximate number of hours of work proposed for each staff member (including persons employed by subcontractors) for each task, and the proposed budget. All consultant products are subject to review and approval by Metro, participating jurisdiction staff and FTA staff.

There are three primary tasks associated with this consultant procurement:

- a. Preparation of the Social, Economic and Environmental Assessment Methodology Report;
- b. Preparation of Results Reports; and,
- c. Preparation of a Draft Environmental Impact Statement.

The methodologies for the individual technical and environmental analyses will be outlined in the Social, Economic and Environmental Impacts Methodology Report. Initial information relating to the methodologies and the expected level of analysis can be found in the related Westside Corridor Project Technical Memorandum and the Hillsboro Extension Project Results Reports. Information relating to the type and level of detail expected for the DEIS can be found in the *Westside Corridor Project Supplemental Draft Environmental Impact Statement* and the *Hillsboro Corridor Alternatives Analysis/Draft Environmental Impact Statement*.

A compilation of subject oriented individual analyses will determine the impacts of the primary alternatives (No-Build Alternative and Light Rail Transit Build Alternative, possibly a Short Terminus Alternative and some LRT design options). The individual analyses will be

summarized and utilized for the development of a Draft Environmental Impact Statement (DEIS). The alternatives and options to be evaluated will be described in the Detailed Definition of Alternatives Report, expected to be completed in the late Winter or Spring of 1995.

A generic outline for each of the results reports that will be developed is described in the following pages. This outline defines the basic level of content of the collective reports. A more detailed outline for each of the specific areas of analysis or results reports follows. Each Results Report is expected to be a stand alone document. Deviations from the format must be approved by the task manager.

Generic Outline for Results Reports

- S Summary** - This section will present an executive summary of the report and will include a summary matrix. It will summarize the findings of the report and compare the alternatives.
- 1. Introduction** - This chapter will include a summary description of the South/North Transit Corridor Study and Alternatives. This chapter will be provided by Metro and will be the same for all Results Reports.
- 2. Agency Coordination and Involvement** - This chapter will include a description of the coordination with, and involvement of, all local, regional, state and federal agencies.
- 3. Methodology** - This chapter will describe the methodology used to develop the analysis contained in the report. It will initially be incorporated from the Social, Economic and Environmental Impacts Methodology Report, prepared as the first task by the selected consultant. Upon completion of the analysis, the methodology will be revised and edited by the primary author of each report as appropriate, to reflect the actual analysis completed and reflected in the report. Significant changes to the methodology will need to be approved by the task manager and may require approval by FTA.
- 4. Affected Environment** - This chapter will contain a discussion of the existing environment in the project area as it relates to the specific topic of the analysis. The planning horizon is the year 2015. Where appropriate, this chapter will be organized by corridor segments as defined by Metro.
- 5. Environmental Consequences** - This chapter will contain the bulk of the description of the analysis of the impacts of the alternatives. It will be organized generally as follows:
 - 5.1 Long Term Impacts (year 2015)**
 - 5.1.1 No-Build Alternative**
 - 5.1.2 LRT Build Alternative(s)**

5.1.3 Short Terminus Alternative(s)

5.2 Short Term Impacts (Construction)

5.2.1 No-Build Alternative

5.2.2 LRT Build Alternative(s)

5.2.3 Short Terminus Alternative(s)

5.3 Mitigation Measures - This section will identify and assess potential measures to mitigate identified impacts of the build alternatives.

- 6. References** - This section will provide a list of reference documents, resource documents and people, as well as related technical analyses.
- 7. Appendix** - The appendix may include related technical information or analysis related to the document on evaluation.

2. Specific Areas of Technical Analyses

The specific individual areas of social, economic and environmental technical analysis to be undertaken by the consultant are described below.

2.1 Local and System-Wide Traffic Impacts

Purpose: The purpose of this task is to identify local and system-wide traffic impacts that would occur with each of the identified alternatives, and to identify and discuss appropriate measures to mitigate these impacts.

Tasks: Activities to be performed under this task include data collection, assessment of existing traffic conditions, system-wide traffic impacts, and local traffic impacts. The system-wide traffic impact analysis will detail the impacts of the alternatives on regional arterial and highway facilities throughout the corridor. This will include measurements of change in the operation and function of regional facilities within the corridor. Local traffic impact analysis will evaluate impacts to local street operations associated with the alternatives. These impacts could result from light rail operations, park-and-ride lot access and egress, at-grade street crossings, signal pre-emption, parking losses or changes and property access changes.

The consultant will determine the transportation impacts of each of the project alternatives.

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

- 1. Base year (1992) and forecast year (2015) trip generation inputs, which include population, households, housing by type, retail employment, and total employment.**

2. A description of the 1992 and 2015 roadway system in the study area which includes link speeds, capacities, and the numbers of lanes. Also, a large-scale plot of the travel model network which shows all zones, links nodes, and centroid connectors in the study area.
3. Physical geometric configurations and signal operation data required for analysis of existing conditions at key intersections and/or grade crossings. (Additional data may be required as the list of analysis locations is updated.)
4. Copies of transportation planning documents from Clackamas County, City of Milwaukie, City of Portland, Multnomah County, Clark County, City of Vancouver, ODOT, WSDOT, Metro, C-TRAN Tri-Met and RTC.
5. A copy of the FTA approved *Detailed Definition of Alternatives Report*.
6. Plan and Profile maps of the study area at 1"=100' scale showing the proposed alignment(s) of the LRT line.
7. Aerial photo blackline prints of the study area at 1"=400' scale.;
8. Preliminary *South/North Light Rail Alignment Plan and Profiles* at 1"=100' scale.
9. Preliminary *South/North Light Rail Alignment Right-of-way Definition* half-size, 1"=100' scale plan set.
10. A description of Metro's traffic and transit patronage forecasting procedure including calibration results.
11. Current PM peak hour traffic counts for key for key roadway facilities in the corridor, for the project base year. Peak hour link counts at LRT grade-crossing locations on existing streets.
12. Year 2015 PM peak hour simulated traffic volumes, including turning movements, at key intersections or grade crossings to be analyzed.
13. Estimated daily and peak-hour vehicular (including buses) and pedestrian traffic volumes at each proposed LRT station, park and ride lot, or transit center in the corridor.

This list of data items may change as the evaluation criteria are finalized.

Work completed to date: The base year traffic counts have been completed, the network maps and assumptions are available and the trip generation inputs are complete.

Products: The product of the local and system-wide traffic impacts analysis will be a complete Results Report, based on the attached outline, with supporting analysis, findings, conclusions, and recommendations.

Outline for Local and System Wide Traffic Impacts Results Report:

- S Summary**
 - S.1 Affected Environment
 - S.2 System Wide Impacts
 - S.3 Highway and Street Congestion
 - S.4 Access to Stations
 - S.5 Parking Impacts
 - S.6 Property Access Impacts
 - S.7 Freight Movements
 - S.8 Construction Impacts
 - S.9 Mitigation
- 1. Introduction**
 - 1.1 Background
 - 1.2 Purpose and Need
 - 1.3 Alternatives Considered
- 2. Agency Coordination and Involvement**
(document coordination with Federal, State, and local agencies)
- 3. Methodology**
 - 3.1 Analysis Locations
 - 3.2 Data Collection
 - 3.3 Level of Service Definitions
 - 3.4 Surface Street Analysis
 - 3.4.1 Signalized intersections
 - 3.4.2 Unsignalized intersections
 - 3.4.3 Grade crossings
 - 3.5 Transit Priority Measures
 - 3.5.1 Bus
 - 3.5.2 Light Rail Transit
 - 3.6 Transit Station/Park and Ride Lot Impacts
 - 3.7 Construction Impacts
 - 3.8 Mitigation
- 4. Affected Environment**
 - 4.1 Travel Patterns
 - 4.1.1 Trip-Making

- 4.1.2 Mode of Travel
- 4.2 Highway and Street Congestion
 - 4.2.1 Physical Characteristics
 - 4.2.2 Traffic Volumes and Level of Service
- 4.3 Parking Supply and Demand
 - 4.3.1 Clackamas Town Center
 - 4.3.2 downtown Milwaukie
 - 4.3.3 downtown Portland
 - 4.3.4 downtown Vancouver
 - 4.3.5 Other Key Locations
- 4.4 Freight Movements
 - 4.4.1 Railroad
 - 4.4.2 Trucking
- 5. Environmental Consequences
 - 5.1 Description of the Alternatives
 - 5.1.1 No-Build Alternative
 - 5.1.2 LRT Build Alternative
 - 5.1.3 Short Terminus Alternative(s)
 - 5.2 Systemwide Impacts (2015)
 - 5.2.1 Regional Traffic Impact Analysis
 - 5.2.2 Corridor Traffic Analysis
 - 5.2.3 Freeway Characteristics
 - 5.3 Local Traffic Impacts (2015) - CTC to Milwaukie
 - 5.3.1 Surface Street Congestion
 - 5.3.2 Access to Stations
 - 5.3.3 Parking
 - 5.3.4 Property Access Impacts
 - 5.3.5 Freight Movements
 - 5.4 Local Traffic Impacts (2015) - Milwaukie to Portland CBD
(repeat 5.3.1 through 5.3.5)
 - 5.5 Local Traffic Impacts (2015) - Portland CBD
(repeat 5.3.1 through 5.3.5)
 - 5.5.6 Mall Operations
 - 5.6 Local Traffic Impacts (2015) - Portland CBD to Vancouver CBD
(repeat 5.3.1 through 5.3.5)
 - 5.7 Local Traffic Impacts (2015) - Vancouver CBD to 99th Street
(repeat 5.3.1 through 5.3.5)
 - 5.8 Short Term Impacts (Construction)
 - 5.2.1 No Build Alternative
 - 5.2.2 LRT Build Alternative(s)
 - 5.2.3 Short Terminus Alternative(s)

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

To: Procurement and Contracts Division

Vendor

From

Date November 2, 1994TBDDepartment PlanningDivision Transportation

Subject

Name Jenny Kirk☐ Bid☐ Contract

Vendor no.

Title Assoc. Mgmt. Analyst☐ RFP☐ OtherContract no. 904021Extension 1812Purpose South/North Environmental Services

Expense

☐ Procurement ☒ Personal/professional services ☐ Services (LM) ☐ Construction ☐ IGA

Revenue

☐ Contract☒ Grant☒ Other

Budget code(s)

140 122200 524190 45640

Price basis

☐ Unit☐ Total☐ Other

Term

☐ Completion☐ Annual☒ Multi-year**This project is listed in the
1994 -1995 budget.☒ Yes☒ Type A☐ No☐ Type B

Payment required

☐ Lump sum☒ Progress payments2/1/95

Beginning date

12/31/96

Ending date

Total commitment

Original amount

Est. expenditure of \$ Estimate \$1,000,000

Previous amendments

\$400,000 FY94-95

This transaction

Total

A. Amount of contract to be spent fiscal year _____

B. Amount budgeted for contract \$1,750,000

C. Uncommitted/discretionary funds remaining as of _____

Approvals

Division manager

Department director

Labor

Fiscal

Budget

Risk

Legal

Competitive quotes, bids or proposals:

Submitted by	\$Amount	M/W/DBE	Foreign or Oregon Contractor
Submitted by	\$Amount	M/W/DBE	Foreign or Oregon Contractor
Submitted by	\$Amount	M/W/DBE	Foreign or Oregon Contractor

Comments:

Attachments:

- ☐ Ad for bid
☐ Plans and specifications
☐ Bidders list (M/W/DBEs included).

Instructions:

1. Obtain contract number from procurement division.
Contract number should appear on the summary form and all copies of the contract.
2. Complete summary form.
3. If contract is:
 - A. Sole source, attach memo detailing justification.
 - B. Less than \$2,500, attach memo detailing need for contract and contractor's capabilities, bids, etc.
 - C. More than \$2,500, attach quotes, evaluation form, notification of rejection, etc.
 - D. More than \$10,000 or \$15,000 attach RFP or RFB respectively.
 - E. More than \$50,000, attach agenda management summary from council packet, bids, RFP, etc.
4. Provide packet to procurement for processing.

Special program requirements:

General liability: _____ / _____ / _____

Liquidated damages \$ _____ day

☐ Workers comp

☐ Auto

☐ Professional liability

☐ Prevailing wages

☐ Non-standard contract

☐ Davis/Bacon

Dates:

Ads _____ (Publication) _____

Pre-bid meeting _____ Bid opening** _____

Filed with council _____ For action _____

Filed with council committee _____ For hearing _____

Project estimate: _____

Funding:

☐ Local/state

☐ Federal

☐ Other

Bond requirements:

_____ % Bid \$ _____

_____ % Performance \$ _____

_____ % Performance/payment* \$ _____

_____ % L/M \$ _____

* Separate bonds required if more than \$50,000.

** Minimum period: two weeks from last day advertised.

Staff Report

CONSIDERATION OF RESOLUTION NO. 95-2101 FOR THE PURPOSE OF AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSAL TO SELECT CONSULTANT SERVICES FOR ENVIRONMENTAL ANALYSIS AND PREPARATION OF A DRAFT ENVIRONMENTAL IMPACT STATEMENT FOR THE SOUTH/NORTH TRANSIT CORRIDOR STUDY, AND TO AUTHORIZE THE EXECUTIVE OFFICER TO EXECUTE THE CONTRACT SUBJECT TO CONDITIONS

Date: February 14, 1995

Presented by: Andrew Cotugno

PROPOSED ACTION

Approval to release a Request for Proposal so that a consulting team can be selected to work on the South/North Transit Corridor Study Environmental Analysis and preparation of a Draft Environmental Impact Statement. In addition, it is requested that the Council approve the waiving of Council review of the final contract, with execution by the Executive Officer.

FACTUAL BACKGROUND AND ANALYSIS

The South/North Transit Corridor Study is moving into the environmental analysis phase. In this phase, Metro will analyze in detail the performance and impacts of a variety of alternatives, including but not limited to: a full-length light rail build alternative; a short terminus alternative; and a no-build alternative. The analysis will provide technical analysis and information for regional decision-makers to make an informed decision on which alternative to pursue.

To define and analyze these alternatives requires specialized technical expertise and staffing requirements beyond the capacity of project planning staff. The hiring of this expertise by contract is the most cost-effective method of acquiring these services.

The environmental analysis will address the National Environmental Policy Act (NEPA) and the State of Washington Environmental Protection Act (SEPA), for the portion of the corridor in Washington State. Topics of environmental analysis intended to be addressed by the consultant team include:

Land Use	Economic
Transportation and Transit	Communities, Neighborhoods, and Social
Visual and Aesthetic	Air Quality
Noise and Vibration	Ecosystems
Soils and Geology	Water Quality and Hydrology
Hazardous Materials	Historic, Archaeological and Cultural
Parklands	Displacements and Relocation
Energy	

The primary products expected from the consultant will include:

1. Social, Economic and an Environmental Impacts Methodology Report with an existing conditions environmental reconnaissance,
2. A series of results reports addressing the topics listed above; and
3. A Draft Environmental Impact Statement (DEIS).

The tentative schedule for release of the RFP and selection of the consultant team is generally:

1. Release of the RFP, draft scope of work and pre-proposal meeting in early February 1995 (subject to Metro Council approval);
2. Proposals due in March, 1995;
3. Interviews by the end of March, 1995;
4. Selection of a consultant team for contract negotiation by early to mid-April, 1995; and
5. Execute a contract by the end of April, 1995.

Metro may later consider an extension of the contract with the selected consultant team to complete the Final Environmental Impact Statement (FEIS) and a series of mitigation reports. This action would require a subsequent Metro Council action.

The generalized time frame for the consultant work is expected to be:

1. Completion of the SEE methodology by May, 1995;
2. Completion of the series of results reports by Fall, 1995; and
3. Completion of the DEIS by Spring, 1996.

The Environmental Analysis RFP is a component of the Coordinated Interdepartmental FY 1994-95 Work Plan. Funding for this contract is from a variety of sources, including a Federal Transit Administration Grant, State of Washington High Capacity Transit funds, State of Oregon Lottery funds and other local sources.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 95-2101.

95-2101.RES
February 14, 1995
bc