

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING)
A CONTRACT FOR TECHNICAL)
ASSISTANCE, FINANCIAL ANALYSIS)
AND INTERGOVERNMENTAL)
COORDINATION FOR THE SOUTH/)
NORTH TRANSIT CORRIDOR STUDY)

RESOLUTION NO. 95-2218

Introduced by Mike Burton,
Executive Officer

WHEREAS, The Regional Transportation Plan has the South/North Transit Corridor Study as the region's highest priority for development once the Light Rail Transit in the Westside Corridor and Hillsboro Extension is complete; and

WHEREAS, Light rail alignment and termini studies from Clackamas County through Milwaukie, Portland and Vancouver into Clark County, Washington are now being developed as part of a Draft Environmental Impact Statement (DEIS); and

WHEREAS, Consultant Services are deemed to be the most efficient means by which to manage the large amount of work and provide needed technical and financial expertise; and

WHEREAS, The Technical Assistance contract for the South/North Transit Corridor Study is listed in the 1994-95 Fiscal Year Budget as a Type "A" contract which pursuant to Metro Code Provision 2.04.032(d) requires authorization by Metro Council prior to the award of a contract for Consultant Services; and

WHEREAS, In May 1995 Metro Council approved Resolution No. 95-2141A which authorized release of a Request for Proposals for Technical Services for the South/North Study; and

WHEREAS, Three consultant team proposals were received and reviewed by a Consultant Selection Committee that unanimously recommended The Larkin Group Proposal as

the finalist to negotiate a contract with; and

WHEREAS, Metro Code Section 2.04.033 (a)(1) requires the Metro Council to approve all multi-year contracts which commit Metro to expenditures beyond the current fiscal year; now, therefore,

BE IT RESOLVED,

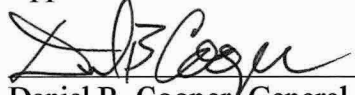
1. That the Metro Council hereby approves authorization to enter into a contract with the Larkin Group, substantially similar to Exhibit A, to provide technical, financial and intergovernmental coordination assistance for the South/North Transit Corridor Study through the completion of the Draft Environmental Impact Statement and the Design Concept and Scope Refinement Report.

2. That the Metro Council approves the inclusion of a statement in the contract which would allow Metro, at its discretion and with future Metro Council approval, to extend that Contract and thereby allow provision of similar services through preparation and completion of the Final Environmental Impact Statement and Record of Decision.

ADOPTED by the Metro Council this 12 day of Oct. 1995.


J. Ruth McFarland, Presiding Officer

Approved as to Form:


Daniel B. Cooper, General Counsel

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 95-2218 FOR THE PURPOSE OF AUTHORIZING A CONTRACT FOR TECHNICAL ASSISTANCE, FINANCIAL ANALYSIS AND INTERGOVERNMENTAL COORDINATION FOR THE SOUTH/NORTH TRANSIT CORRIDOR STUDY

Date: September 19, 1995

Presented by: Andy Cotugno

PROPOSED ACTION

Authorizing entering into a contract with The Larkin Group, Inc. to provide assistance to Metro in preparing methodology reports, technical analyses, results reports and sections and chapters of the South/North Transit Corridor Study. Technical analysis will be provided in areas of transit impact and in developing and evaluating financial plans and scenarios. The Larkin Group, Inc. will also prepare an analysis of and document the project's land use and economic benefits that will be used to address anticipated Federal land use and economic criteria. As noted in the Request for Proposal for this contract, Metro may later consider an extension of this contract for the provision of similar services to assist in the completion of the South/North Transit Corridor Study Final Environmental Impact Statement subject to future Metro Council approval.

FACTUAL BACKGROUND AND ANALYSIS

The proposed scope of work included within the Request for Proposal that was approved in May 1995 by Council for release is one of three consultant contracts that is traditionally issued by Metro and Tri-Met for light rail studies. The first contract for overall preparation of the Draft Environmental Impact Statement is currently being negotiated with Parametrix, Inc. The second contract is for preliminary engineering services and will be issued by Tri-Met. The third contract for technical assistance, financial analysis and intergovernmental coordination is the subject of this Council action.

In May 1995 following Metro Council approval (Resolution No. 95-2141A), Metro's Transportation Planning Department issued a Request for Proposal which identified four criteria to be used in the selection of a consultant to perform the scope of work for the technical assistance contract. Those criteria were:

1. Consultant experience and skill in:
 - Preparation of purpose and need statements and evaluation methodologies for DEIS
 - Providing Financial Analysis for Major Public Work projects
 - Providing state, local and federal intergovernmental coordination
 - Preparation of Benefits Assessment and Monetization of Land Use and Economic Benefits for Major Public Infrastructure Investments

- Preparation of transit and impact analysis for major transit investments, and
 - Review and comment on DEIS results reports;
2. The ability of the consultant (given the work plan, staffing assignments and budget) to meet the proposed project schedule;
 3. Demonstrated consultant ability to control costs, meet schedules and comply with federal state and local regulations; and
 4. Demonstrated consultant ability to effectively communicate both orally and verbally with elected officials, neighborhood groups and staff.

Metro received three proposals in response to the technical assistance Request for Proposals. The responding teams were:

- HDR Engineering with Manuel Padron and Associates, Molyneau Associates and Dorman & Company;
- Cambridge Systematics, Inc. with Pacific Rim Resources, Inc.; and
- The Larkin Group, Inc. with Steven M. Siegel and Associates, Kato and Warren, Inc. and The Underhill Company.

All proposing consultant teams passed the initial screening criteria and were interviewed on August 4, 1995. The interviews were structured to provide the consultant teams the opportunity to make a presentation on their approach to the proposed scope of work and highlight their relevant experience in providing the requested type of professional services. Time was reserved during each interview for the consultant to answer questions from the consultant selection committee and for the consultant to make any concluding remarks.

The consultant selection committee consisted of five members, each from an agency participating in the South/North Transit Corridor Study. The committee was composed of: Richard Brandman, Metro; Elsa Coleman, The City of Portland; Leo Huff, Oregon Department of Transportation; Bob Post, Tri-Met; and Rod Sandoz, Clackamas County. Casey Short attended all of the consultant presentations and observed the consultant selection committee's evaluation process on behalf of the Metro Council.

A weighted rating system was used by the consultant selection committee to evaluate the consultant's proposals and oral presentations.

The consultant selection committee came to an unanimous recommendation that The Larkin Group, Inc. team was the most qualified to provide the professional services outlined in the Request for Proposal based on their proposal, reference checks and their oral presentation. The committee determined that The Larkin Group, Inc. team provides the highest level of experience and skills directly related to the scope of work. Casey Short concurred with the selection committee's recommendation.

The selection committee noted that The Larkin Group, Inc. team members have extensive experience with the Banfield, Westside and Hillsboro light rail projects in providing technical assistance, financial analysis and intergovernmental coordination. The team also provides experience with other major public investments, in particular, experience with full cost-benefit analysis, preparation of evaluation methodologies, preparation of financial plans and analysis for highway projects. Further, The Larkin Group, Inc. team exhibited the highest ability to respond quickly to immediate issues with their strong local presence and record of past performance. The Larkin Group, Inc. proposal was the most responsive to the scope of work and team members exhibited the highest level of understanding of the issues and products presented within the scope. The cost and staffing proposal of The Larkin Group, Inc. provided the highest number of principle staff member hours at a similar total cost. In summary, the selection committee concluded that The Larkin Group, Inc. proposal and team presented the best combination of skills and experience needed to successfully complete the scope of work.

The total value of the proposed contract would be \$249,988 with an additional \$25,000 available if needed following an agreement on a scope of work and budget and written authorization from Metro. As noted in the RFP, Metro may, at its discretion and pending future Metro Council approval, extend this contract to include a similar scope of work for the Final Environmental Impact Statement. Determination of the extension will be based upon performance within the DEIS and the ability to successfully negotiate a scope of work and budget.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 95-2218.

**SOUTH/NORTH TECHNICAL ASSISTANCE, FINANCIAL
ANALYSIS AND INTERGOVERNMENTAL COORDINATION
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 The Larkin Group Inc., referred to herein as "Contractor," located at 2535 SW Patton Court, Portland, OR 97201-1638. Federal ID # 93-1085282.

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 upon signatures of authorized parties and shall remain in effect until and including June 30, 1997, 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 -- Request for Proposals (July 3, 1995) and Exhibit B -- The Larkin Group Proposal (July 25, 1995)," which are incorporated into this Agreement, and referred to herein as "Scope of Work." 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 TWO HUNDRED FORTY NINE THOUSAND NINE HUNDRED EIGHTY EIGHT AND NO/100THS DOLLARS (\$249,988.00). An option to increase the contract up to an additional \$25,000.00 may be authorized following an agreement between METRO and the Contractor on a Scope of Work and budget and written authorization by METRO's Project Manager.

Contractor shall invoice METRO for reimbursement of expenditures for authorized work performed under the Scope of Work approximately on a monthly basis. The invoice(s) shall include a brief description of the work performed during the invoice period and shall include itemization of costs at a task level.

The task budget for this contract is included in "Exhibit B". Budgeted amounts for each task may be modified, keeping the total not to exceed budget constant, upon written agreement between the METRO Project Manager and the Consultant contract manager.

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 INSURED. 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 D, 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 \$1,000,000. 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 Accounts." 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 changes.

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 through 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 payment 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 record keeping, audits, inspection, and retention of records and with 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 certifies that it is not currently employed by the federal government.

b. If federal funds are involved in this Agreement, Exhibit "C", Federal Provisions, 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 30 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.

21. Staffing. Metro's Project Manager is Leon Skiles, Metro High Capacity Transit Planning Manager. Contract's Contract Manager is Geoff Larkin, The Larkin Group, Inc. Within Exhibit "B", Contractor has identified and committed key staff for each task to work with Metro through the duration of this Agreement. Any changes in the key staff must be requested and approved in writing by Metro. Unacceptable changes in the key staff will be sufficient cause for termination of this contract.

THE LARKIN GROUP, INC.

METRO

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

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