

A G E N D A

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
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METRO

MEETING: METRO COUNCIL REGULAR MEETING
DATE: January 25, 1996
DAY: Thursday
TIME: 7:00 p.m.
PLACE: Council Chamber

Approx.
Time *

Presenter

- | | | |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 7:00 PM | CALL TO ORDER AND ROLL CALL | |
| (5 min.) | 1. INTRODUCTIONS | |
| (5 min.) | 2. CITIZEN COMMUNICATIONS | |
| (5 min.) | 3. EXECUTIVE OFFICER COMMUNICATIONS | |
| | 4. CONSENT AGENDA | |
| 7:15 PM
(5 min.) | 4.1 Consideration of Minutes for the January 18, 1996 Metro Council Meeting. | |
| | 5. ORDINANCES - FIRST READINGS | |
| 7:20 PM
(5 min.) | 5.1 Ordinance No. 96-628 , Amending the FY 1995-96 Budget and Appropriations Schedule for the Purpose of Conducting the FHWA Pre-Project Study of Congestion Pricing, Authorizing Two New FTE, Recognizing Federal Grant Funds and Local Match Expenditures, and Purchasing Two Laptop Computers; and Declaring an Emergency. | |
| | 6. RESOLUTIONS | |
| 7:25 PM
(5 min.) | 6.1 Resolution No. 96-2257 , For the Purpose of Authorizing an Exemption From Competitive Bidding and Issuing a Request for Proposals for a Home Compost Bin Distribution Program and Authorizing the Executive Officer to Enter into a Contract with Successful Proposer. | McLain |
| 7:30 PM
(5 min.) | 6.2 Resolution No. 96-2254 , For the Purpose of Authorizing the Release of Two RFP's for Public and Technical Components of Congestive Price Study. | McLain |
| 7:35 PM
(2 hr.) | 6.3 Resolution No. 95-2244 , For the Purpose of Amending Urban Reserve Study Areas | McLain |

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* All times listed on the agenda are approximate; items may not be considered in the exact order listed.

Approx.
Time *

Presenter

9:35 PM 7. COUNCILOR COMMUNICATIONS
(10 Min.)

9:45 PM ADJOURN

* All times listed on the agenda are approximate; items may not be considered in the exact order listed.

AGENDA ITEM No. 4.1
Meeting Date: January 25, 1996

Consideration of Minutes for the January 18, 1996 Metro Council Meeting.

ORDINANCES - FIRST READINGS

Ordinance No. 96-628, Amending the FY 1995-96 Budget and Appropriations Schedule for the Purpose of Conducting the FHWA Pre-Project Study of Congestion Pricing, Authorizing Two New FTE, Recognizing Federal Grant Funds and Local Match Expenditures, and Purchasing Two Laptop Computers; and Declaring an Emergency.

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 96-628 FOR THE PURPOSE OF AMENDING THE FY 1995-96 BUDGET AND APPROPRIATIONS SCHEDULE FOR THE PURPOSE OF CONDUCTING THE FHWA PRE-PROJECT STUDY OF CONGESTION PRICING; AUTHORIZING 2 NEW FTE; RECOGNIZING FEDERAL GRANT FUNDS AND LOCAL MATCH EXPENDITURES; PURCHASE 2 LAPTOP COMPUTERS; AND DECLARING AN EMERGENCY

Date: January 11, 1996

Presented by: Andrew Cotugno

PROPOSED ACTION

This ordinance amends Metro's FY 95-96 budget to include the Congestion Pricing Pre-Project Study within the Transportation Department work program. The amendment authorizes initiation of the FY 95-96 portion of the \$1.290 million two-year study. This includes the hiring of and expenditures for two study staff and materials and services, including two study consultant contracts. The department's revised Planning fund is shown in Exhibit A.

FACTUAL BACKGROUND AND ANALYSIS

Prior History

Section 1012(b) of the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 authorized the Secretary of Transportation to create a Congestion Pricing Pilot Program by entering into an agreement with up to five states or local governments or other public authorities to establish, maintain, and monitor a congestion pricing pilot project.

The department has also identified the need to purchase two Laptop/Notebook computers. These computers are required to assist the administrative staff and traveling members of the Transportation Department when they are required to attend meetings and take accurate notes, minutes and proceedings that are then revised and published for this agency and/or the public. This action would authorize the transfer of \$7,000 from Contingency to pay for these items.

Resolution No. 93-1743A

Resolution No. 93-1743A endorsed the region's application for a congestion pricing pilot project and directed Metro and ODOT staff to pursue ISTEA funds for this purpose.

The region's initial proposal (January 23, 1993) to participate in the congestion pricing pilot program was denied by the Federal Highway Administration (FHWA). The reasons cited were that the proposed approach was "too study oriented" and it needed a clearer intent to evaluate a pricing project within the life of ISTEA.

Resolution No. 93-1846

Due to a lack of qualifying proposals, FHWA revised the grant specifications and invited Metro and ODOT to re-apply.

The region's re-application to FHWA was endorsed by the Metro Council in Resolution No. 93-1846. The revised approach focused on the following in order to meet FHWA program guidelines:

- A comprehensive evaluation of the technical feasibility for and the effects of congestion pricing using "stated preference" survey techniques. The techniques allow for a comprehensive evaluation of congestion pricing alternatives in that they can better predict driver behavior;
- A public involvement and education process for congestion pricing that could be replicated in other parts of the country; and
- A commitment to implement a pilot congestion project pending the outcome of the study's Alternatives Analysis and regional selection of a recommended project.

FHWA Action

In March of 1994, ODOT was notified that the joint Metro/ODOT re-application was again turned down. However, FHWA did ask Metro and ODOT to consider a pre-project study of congestion pricing and a "first-phase" congestion pricing funding agreement. FHWA agreed to fund activities to promote pilot projects in areas deemed to have the best chance of advancing projects to the implementation stage. The Portland area was considered an appropriate place to fund such a study.

Pre-Project Study Approval

In August 1995, the Federal Highway Administration (FHWA), after negotiations with Metro and ODOT, approved a joint Metro/ODOT Portland area Congestion Pricing application for pre-project funding under the ISTEA Congestion Pricing demonstration program. FHWA approved a request for \$1,290,000 for the Portland region to conduct a two-year, two-phased study.

The pre-project study of congestion pricing will include substantial public involvement and numerous technical work tasks. The purpose of the two-year study is to investigate the technical and political feasibility of congestion pricing in the Portland region. The study is intended to answer many of the questions being raised across the country about the true benefits and costs of congestion pricing. The study includes the design of a public

process to inform and educate the public and governmental agencies about the concept of congestion pricing and to generate regional consensus on an implementation strategy.

Existing Metro Budget and Program

At the time the FY 95/96 budget for the Transportation Planning Section was prepared, final approval for the FHWA Congestion Pricing Pre-Project Study had not been obtained. Because funding was uncertain, the Metro budget was not changed to reflect grant revenues and staffing requirements to conduct the study.

Proposed Amendments to the FY 95-96 Metro Budget

With the final approval by FHWA for Metro to conduct the two-year pre-project study of congestion pricing in the Portland region, Metro must now amend its FY 95-96 budget for the Transportation Planning Department to be consistent with Metro budgetary authority and federal obligation authority for conducting the study. This proposed amendment would implement the following changes (see below) to the FY 95-96 budget and is consistent with the proposed budget for FY 96-97. The FY 97 budget submittal identifies study completion in FY 97-98.

Program Narrative

The budget amendment will be consistent with current year's pre-project start-up activities. These activities have included contracting with ODOT, who will serve as the pass-through agency for receipt of federal funds, the preparation of intergovernmental agreements between Metro and six participating agencies who will provide local match and receive federal funds to assist with the study, the hiring of project staff, and the contracting for consultant services for the technical and public involvement components of the study.

Staffing

The proposed budget amendment will add two staff positions for the second half of FY 95-96 for a total of 1.0 FTE. These positions are shown to carry over in the department's FY 96-97 submitted budget. First, a Project Supervisor will be added to oversee the entire project. This position will manage project staff, manage the consultant contracts for technical and public involvement assistance, prepare status reports to FHWA, prepare critical path schedules and budgets, staff study committees, and ensure the timely processing of study analysis and results. The supervisor will also be the liaison between the "Blue Ribbon" Project Steering Group and JPACT/Metro Council.

Second, an Associate Public Affairs Specialist will be hired to assist with public involvement activities as developed through a

staff/consultant partnership. This person will provide technical and administrative support for public outreach, education and consensus building throughout the two-year study. The duties will include meeting preparations and logistics, preparation of graphic materials and meeting reports, providing initial public contact, working with the media, and performing a variety of other public involvement duties.

Contracts List

The budget amendment will add six Intergovernmental Agreements for work to be performed for the study to the contract list.

Federal funds and obligation authority have been made available in the amount of \$1,032,000 (80 percent of 1,290,000 million). A minimum 80/20 (federal/state) funding match is required under the federal program, resulting in a state and local matching share of not less than \$258,000.

Attachment A to this staff report provides the match amounts for each participating agency.

Metro total match contribution for the two year study is 66,700 (25.8%). The budget amendment provides \$12,616 of this match for FY 95-96 and is provided through the Department's contingency.

The remainder of the two-year match will be distributed as follows: ODOT will contribute 50.5 percent (\$130,300) and the Port 9.7 percent (\$25,000) over the course of the project; local participating jurisdictions (Clackamas County, Multnomah County, Washington County, Tri-Met, and DEQ) will each pay \$6,000 (2.3 percent each) to complete the total match of \$258,000. Their FY 95-96 contributions are shown in Exhibit A to the resolution.

Materials and Services

In addition to the contract and IGA changes described above, the materials and services budget for the department would be increased by \$144,800. The majority (\$135,000) of the increase will be divided somewhat equally between two consultant contracts. The first contract will provide for technical work to modify the regional travel forecasting model and to analyze and rank congestion pricing alternatives. The second contract will be for public involvement activities to design a regional process for potentially gaining public consensus on a congestion pricing demonstration project in the Portland region. In addition, the amendment will add purchases for new software and office supplies for the two new employees. Finally, the amendment will add additional funds for the increased public involvement activities including costs for printing, mailings, advertisement fees, equipment rental, and postage.

Capital Outlay

Due to the increase in budgeted staff, the budget amendment would increase capital outlay for new computers and office furniture for two positions by \$7,000.

Conclusion

The proposed budget amendment will increase Transportation Department expenditures for FY 95-96 by \$197,118 funded by Federal Highway Administration grant funds of \$157,694, ODOT match funds of \$15,375, local match funds of \$5,519, and Port match funds of \$5,194, and Metro match of \$12,616. In addition, this action would transfer \$14,000 from Contingency to Capital Outlay to purchase computers and furniture for new staff as well as two laptop computers.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Ordinance No. 96-628.

BEFORE THE METRO COUNCIL

AN ORDINANCE AMENDING THE FY 1995-96	)	ORDINANCE NO. 96-628
BUDGET AND APPROPRIATIONS)	
SCHEDULE FOR THE PURPOSE OF	)	Introduced by Mike Burton
CONDUCTING THE FHWA PRE-PROJECT	)	Executive Officer
STUDY OF CONGESTION PRICING,)	
AUTHORIZING 2 NEW FTE, RECOGNIZING)	
FEDERAL GRANT FUNDS AND LOCAL)	
MATCH EXPENDITURES, AND PURCHASING)	
2 LAPTOP COMPUTERS; AND DECLARING)	
AN EMERGENCY)	

WHEREAS, The Metro Council has reviewed and considered the need to transfer appropriations with the FY 1995-96 Budget; and

WHEREAS, Oregon Budget Law ORS 294.326(2) allows the recognition and expenditure of certain grant funds in the year of receipt of said funds; and

WHEREAS, The need for a transfer of appropriation has been justified; and

WHEREAS, Adequate funds exist for other identified needs; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS;

1. That the FY 1995-96 Budget and Schedule of Appropriations are hereby amended as shown in the column titled "Revision" of Exhibits A and B to this Ordinance for the purposes of recognizing \$197,188 in new grants and a transfer of resource from the General Fund, authorizing two full time, limited duration FTE and other expenditures related to the FHWA pre-project study of congestion pricing, and transferring \$14,000 from Contingency to purchase computer and office furniture for the new staff as well as purchase two laptop computers for the department.

2. This Ordinance being necessary for the immediate preservation of the public health, safety or welfare of the Metro area in order to meet obligations and comply with Oregon Budget Law, an emergency is declared to exist, and this Ordinance takes effect upon passage.

ADOPTED by the Metro Council this ____ day of _____, 1996.

Jon Kvistad, Presiding Officer

ATTEST:

Approved as to Form:

Recording Secretary

Daniel B. Cooper, General Counsel

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1/11/96 6:04 PM

Exhibit A
Ordinance No. 96-628

FISCAL YEAR 1995-96		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
General Fund							
General Expenses							
<u>Interfund Transfers</u>							
581513	Trans. Indirect Costs to Bldg. Fund-Regional Center		296,950		0		296,950
581610	Trans. Indirect Costs to Support Svcs. Fund		427,687		0		427,687
581615	Trans. Indirect Costs to Risk Mgmt. Fund-Gen'l		2,576		0		2,576
581615	Trans. Indirect Costs to Risk Mgmt. Fund-Workers' Comp		3,325		0		3,325
581615	Trans. Indirect Costs to Risk Mgmt. Fund (Open Spaces)		10,000		0		10,000
583615	Trans. Direct Costs to Risk Mgmt Fund (Open Spaces EIL)		10,000		0		10,000
<u>Excise Tax Transfers</u>							
582140	Trans. Res. to Planning Fund		3,415,068		12,616		3,427,684
582513	Trans. Res. to Building Mgmt. Fund		53,328		0		53,328
582554	Trans. Res. to Spectator Facilities fund		250,000		0		250,000
582160	Trans. Res. to Reg. Parks/Expo Fund (Green. Prgs)		620,889		0		620,889
582160	Trans. Res. to Reg. Parks/Expo Fund (earnd on facilities)		213,329		0		213,329
Total Interfund Transfers			5,303,152		12,616		5,315,768
<u>Contingency and Unappropriated Balance</u>							
599999	Contingency		471,156		(12,616)		458,540
599990	Unappropriated Fund Balance		200,000		0		200,000
Total Contingency and Unappropriated Balance			671,156		(12,616)		658,540
TOTAL FUND REQUIREMENTS		19.55	7,379,395	0.00	0	19.55	7,379,395

**Exhibit A
Ordinance No. 96-628**

FISCAL YEAR 1995-96		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
Planning Fund							
	<u>Resources</u>						
305000	Fund Balance		33,420		0		33,420
331110	Federal Grants-Operating-Categorical-Direct						
	FY 95 103 e(4) (OR-26-9006)		5,436,491		0		5,436,491
	FY 94 FTA S/N AA/DEIS (OR-29-9021)		500,000		0		500,000
	FY 94 FTA S/N AA/DEIS (OR-29-9022)		1,600,000		0		1,600,000
	FEMA (OEM)		542,500		0		542,500
331120	Federal Grants-Operating-Categorical Indirect						
	FY 96 Congestion Pricing - FHWA		0		157,694		157,694
	FY 96 Congestion Pricing - ODOT		0		15,375		15,375
	FY 96 PL/ODOT		767,885		0		767,885
	FY 96 Sec 8 - ODOT		208,415		0		208,415
	FY 96 STP		779,000		0		779,000
	FY 96 STP/ODOT Mtc		26,897		0		26,897
	FY 96 Metro STP Dues Replacement		100,600		0		100,600
	FY 93 FHWA (Trans/Land Use Model)		50,000		0		50,000
	FY 93 STP		478,450		0		478,450
	FY 96 Other Federal Grants		542,000		0		542,000
	FHWA 1000 Friends Grant		50,000		0		50,000
334110	State Grants-Operating-Categorical-Direct						
	FY 96 ODOT Supplemental		534,000		0		534,000
	FY 96 DEQ Grants		105,000		0		105,000
334120	State Grants-Operating-Categorical-Indirect						
	ODOT S/N Lottery		2,235,658		0		2,235,658
334210	State Grants-Operating-Non-Categorical-Direct						
	C-TRAN S/N AA/DEIS/PE (WSDOT)		3,757,710		0		3,757,710
337110	Local Grants-Operating-Categorical-Direct						
	FY 96 Congestion Pricing - Port match		0		5,914		5,914
	FY 96 Congestion Pricing - local match		0		5,519		5,519
	FY 96 TM		684,000		0		684,000
	FY 95 Tri-Met - Westside LRT		70,000		0		70,000
	FY 96 Tri-Met TSAP		40,000		0		40,000
	PDOT Contract		120,300		0		120,300
339200	Contract Services		131,500		0		131,500
	DRC Subscriptions		100,000		0		100,000
	Travel Forecasting Sales		5,000		0		5,000
	Misc. DRC Sales - Maps & Data		50,000		0		50,000
	Various Jurisdictions - Technical Asst.		73,000		0		73,000
341310	UGB Fees		1,400		0		1,400
341500	Documents & Publications		18,000		0		18,000
341600	Conferences & Workshops		20,000		0		20,000
365100	Donations and Bequests		50,000		0		50,000
391010	Trans. Resources from Gen1 Fund-Excise Tax		3,415,068		12,616		3,427,684
391160	Trans. Resources from Reg. Parks/Expo Fund		14,900		0		14,900
391530	Trans. Resources from S.W. Revenue Fund		355,063		0		355,063
TOTAL RESOURCES			22,896,257		197,118		23,093,375

Exhibit A
Ordinance No. 96-628

FISCAL YEAR 1995-96		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
Planning Fund							
<u>Personal Services</u>							
511121	SALARIES-REGULAR EMPLOYEES (full time)						
	Senior Director	1.00	89,143		0	1.00	89,143
	Assistant Director	2.00	154,433		0	2.00	154,433
	Senior Manager	1.00	75,177		0	1.00	75,177
	Manager	4.00	268,694		0	4.00	268,694
	Senior Program Supervisor	7.00	395,238		0	7.00	395,238
	Program Supervisor	1.00	55,533	0.50	22,340	1.50	77,873
	Assoc. Management Analyst	3.00	147,565		0	3.00	147,565
	Senior Public Affairs Specialist	1.00	54,992		0	1.00	54,992
	Senior Regional Planner	5.00	252,372		0	5.00	252,372
	Senior Accountant	1.00	49,873		0	1.00	49,873
	Senior Management Analyst	3.00	166,665		0	3.00	166,665
	Senior Trans. Planner	12.00	606,277		0	12.00	606,277
	Assoc Public Affairs Specialist	4.00	169,051	0.50	18,060	4.50	187,111
	DP Operations Analyst	1.00	49,483		0	1.00	49,483
	Assoc. Trans. Planner	9.00	391,045		0	9.00	391,045
	Assoc. Regional Planner	4.00	166,608		0	4.00	166,608
	Asst. Trans. Planner	6.00	206,994		0	6.00	206,994
	Asst. Regional Planner	9.00	314,234		0	9.00	314,234
511221	WAGES-REGULAR EMPLOYEES (full time)						
	Administrative Secretary	3.00	100,444		0	3.00	100,444
	Secretary	3.00	86,766		0	3.00	86,766
	Program Assistant 1	1.00	26,324		0	1.00	26,324
511231	WAGES - TEMPORARY EMPLOYEES (Full-time)						
	Temporary Assistance	1.90	38,140		0	1.90	38,140
511400	OVERTIME		1,200		0		1,200
512000	FRINGE		1,140,544		11,918		1,152,462
Total Personal Services		82.90	5,006,795	1.00	52,318	83.90	5,059,113
<u>Materials & Services</u>							
521100	Office Supplies		49,144		500		49,644
521110	Computer Software		69,600		700		70,300
521111	Computer Supplies		9,000		0		9,000
521240	Graphics/Reprographic Supplies		38,200		1,000		39,200
521260	Printing Supplies		2,000		0		2,000
521310	Subscriptions		5,539		0		5,539
521320	Dues		8,546		400		8,946
524110	Accounting & Auditing Services		5,000		0		5,000
524190	Misc. Professional Services		2,582,488		135,000		2,717,488
525640	Maint. & Repairs Services-Equipment		82,800		0		82,800
525710	Equipment Rental		11,000		0		11,000
525740	Capital Leases (FY 92)		276,750		0		276,750
526200	Ads & Legal Notices		37,800		1,500		39,300
526310	Printing Services		276,200		2,000		278,200
526320	Typesetting & Reprographics Services		64,000		0		64,000
526410	Telephone		19,500		0		19,500
526420	Postage		160,689		1,000		161,689
526440	Delivery Services		11,200		100		11,300
526500	Travel		50,560		1,200		51,760
526510	Mileage Reimbursement		2,900		0		2,900
526700	Temporary Help Services		28,800		0		28,800
526800	Training, Tuition, Conferences		52,220		400		52,620
528100	License, Permits, Payments to Other Agencies		11,333,261		0		11,333,261
529500	Meetings		33,211		1,000		34,211
529800	Miscellaneous		750		0		750
Total Materials & Services			15,211,158		144,800		15,355,958

Exhibit A
Ordinance No. 96-628

FISCAL YEAR 1995-96		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
Planning Fund							
	<u>Capital Outlay</u>						
571500	Purchases-Office Furniture & Equipment		69,300		14,000		83,300
	Total Capital Outlay		69,300		14,000		83,300
	<u>Interfund Transfers</u>						
581513	Trans. Indirect Costs to Bldg. Fund-Regional Center		422,451		0		422,451
581610	Trans. Indirect Costs to Support Svcs. Fund		1,435,684		0		1,435,684
581615	Trans. Indirect Costs to Risk Mgmt. Fund-Gen1		11,255		0		11,255
581615	Trans. Indirect Costs to Risk Mgmt. Fund-Workers' Comp		14,197		0		14,197
	Total Interfund Transfers		1,883,587		0		1,883,587
	<u>Contingency and Unappropriated Balance</u>						
599999	Contingency		725,417		(14,000)		711,417
	Total Contingency and Unappropriated Balance		725,417		(14,000)		711,417
	TOTAL REQUIREMENTS	82.90	22,896,257	1.00	197,118	83.90	23,093,375

Exhibit B
Ordinance No. 96-628
FY 1995-96 SCHEDULE OF APPROPRIATIONS

	Current Appropriation	Revision	Proposed Appropriation
GENERAL FUND			
Council			
Personal Services	688,681	0	688,681
Materials & Services	84,320	0	84,320
Capital Outlay	19,500	0	19,500
Subtotal	792,501	0	792,501
Executive Management			
Personal Services	304,759	0	304,759
Materials & Services	33,827	0	33,827
Capital Outlay	0	0	0
Subtotal	338,586	0	338,586
Special Appropriations			
Materials & Services	274,000	0	274,000
Subtotal	274,000	0	274,000
General Expenses			
Interfund Transfers	5,303,152	12,616	5,315,768
Contingency	471,156	(12,616)	458,540
Subtotal	5,774,308	0	5,774,308
Unappropriated Balance	200,000	0	200,000
Total Fund Requirements	\$7,379,395	\$0	\$7,379,395
PLANNING FUND			
Personal Services	5,006,795	52,318	5,059,113
Materials & Services	15,211,158	144,800	15,355,958
Capital Outlay	69,300	14,000	83,300
Interfund Transfers	1,883,587	0	1,883,587
Contingency	725,417	(14,000)	711,417
Total Fund Requirements	\$22,896,257	\$197,118	\$23,093,375

All Other Appropriations Remain As Previously Adopted

AGENDA ITEM No. 6.1
Meeting Date: January 25, 1996

**Resolution No. 96-2257, For the Purpose of Authorizing an Exemption From
Competitive Bidding and Issuing a Request for Proposals for a Home Compost
Bin Distribution Program and Authorizing the Executive Officer to Enter into
a Contract with Successful Proposer.**

REGIONAL ENVIRONMENTAL MANAGEMENT COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 95-2257, FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION FROM COMPETITIVE BIDDING AND ISSUING A REQUEST FOR PROPOSALS FOR A HOME COMPOST BIN DISTRIBUTION PROGRAM AND AUTHORIZING THE EXECUTIVE OFFICER TO ENTER INTO A CONTRACT WITH SUCCESSFUL PROPOSER

Date: January 17, 1995

Presented by: Councilor McLain

Committee Recommendation: At the January 17 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 95-2257. Voting in favor: Councilors McCaig, McFarland, and McLain.

Committee Issues/Discussion: Leigh Zimmerman, Regional Environmental Management Waste Prevention and Composting Manager, presented the staff report and reviewed the purpose of the resolution. Zimmerman noted that the resolution is requesting an exemption from competitive bidding to release an RFP to procure compost bins for spring distribution. The resolution also would authorize the Executive Officer to enter into a contract with the successful proposer. Zimmerman explained that the RFP release for similar contracts for the past two years have been exempt from competitive bidding.

Zimmerman indicated that the compost bin distribution program is an important element of the newly adopted Regional Solid Waste Management Plan (RSWMP). The distribution program is slated to continue for the next three years at approximately the same funding level (\$80,000/year).

She noted that last year a total of 7,400 bins were sold during single day distribution events in Gresham and Clackamas County. This year, distribute is scheduled for multiple sites in Portland and Washington County. Staff is hopeful that 7-12,000 bins can be sold, depending on the cost of the bins.

Zimmerman presented some preliminary survey results from a sampling of last year's bin purchasers. She noted that 93% of the purchasers reported that they were still using the bins. A total of 48% were "very satisfied" and 31% were "satisfied" with the bin's performance. The bins had resulted in an increase in composting by 52% of the purchasers, including 39% that have increased food scrap composting. Zimmerman reported that 92% of those surveyed supported continuation of the distribution program.

Councilor McCaig asked about the nature of the subsidy that Metro provides to reduce the cost of the bins. Zimmerman responded that last year the RFP noted that Metro would provide up to a 50% subsidy. Because a lower cost bin was selected for distribution, the actual subsidy was 35% (\$10.80 of the \$30.80 wholesale cost, with the bins selling for \$20). The proposed RFP provides for a

subsidy of about 25%. She noted that the survey indicated that purchasers would be willing to pay up to \$40. McCaig indicated that she was very supportive of the program, but questioned the need for a continuing subsidy. She noted that the subsidy limits the number of bins that can be purchased at existing funding levels.

Councilor McLain noted that the entire region, including Washington County, had not had an opportunity to obtain bins at a subsidized price. She indicated that everyone in the region should have an opportunity for purchase before the subsidy is eliminated. She also suggested that staff develop a specialized promotional program for Washington County. She noted that, in the past, some in the county have not been fully supportive of yard debris collection and composting. She asked that she have an opportunity to review a draft of the promotional campaign.

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 95-2257, FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION FROM COMPETITIVE BIDDING AND ISSUING A REQUEST FOR PROPOSALS FOR A HOME COMPOST BIN DISTRIBUTION PROGRAM, AND AUTHORIZING THE EXECUTIVE OFFICER TO ENTER INTO A CONTRACT WITH SUCCESSFUL PROPOSER.

Date: December 20, 1995

Presented by: Leigh Zimmerman

PROPOSED ACTION

Approve Resolution No. 95-2257 to authorize the use of a Request for Proposals to procure the services of a contractor to manufacture, promote and distribute home compost bins at a discount to Metro area residents. The RFP is attached as Exhibit A.

BACKGROUND

The FY 95-96 Waste Reduction and Planning Services Division budget allocates \$80,000 for a compost bin distribution program in the spring of 1996. It is estimated that approximately 8000 bins at \$30 a piece could be purchased with these funds. Metro would pay for approximately one-third of the wholesale price (\$10) a bin. Consumers will pay approximately \$20. The exact number of bins and Metro's contribution will depend on the bin selected and the specific proposals. The Request for Proposal requires a minimum of 5000 bins.

The purpose of the program is to expand home composting by offering compost bins at a discounted price to residents in the region. The goal is to increase the number of households composting in order to reduce the amount of yard debris and food waste disposed or put out for curbside recycling. Studies by Metro and experiences in other areas indicate that providing home compost bins is a low cost approach to reducing waste at the source before it enters the waste or recycling system. It is estimated that approximately 450 pounds of waste a year per household can be diverted from landfilling or curbside recycling through home composting. The results of a survey on the impact of Metro's prior bin programs will be available in early January.

This is the third year of the compost bin program. In the summer and fall of 1994, Pac-West Distributors provided 900 Toro Yard Cycler bins to targeted neighborhoods in Portland and Washington County. In June 1995, Metro sold 7,400 Earth-Machine compost bins at one-day distribution events in Clackamas County and Gresham.

The spring 1996 program will be similar to that offered last year. However, contractors will also be asked to provide advertising and promotion, and to manage the distribution events. The City of Portland and Washington County will be targeted. The RFP requires a one-day distribution at four locations within these jurisdictions. Portland and Washington County will work with Metro to assist in promotion and educational activities on the day of the events.

JUSTIFICATION FOR USING REQUEST FOR PROPOSAL RATHER THAN REQUEST FOR BID

Because more than fifty percent of the project costs are for a product, the Metro Code requires the use of a Request for Bids rather than Proposals. Because there are a number of non-cost factors that should be considered in this project, an exemption from competitive bidding and the use of a Request for Proposal is requested. The justification for this request is summarized below.

1. The use of an RFP process to procure the bins and supplemental services will provide flexibility and allow Metro and local governments to select the contractor offering the greatest additional service as well as a bin that meets specifications. Metro's own experience and that of other governments indicate that many bin manufacturers also offer promotion, distribution and other management services. Metro and local governments do not have adequate resources to manage all aspects of the sale. Therefore, the service component is a key feature of the project.
2. Design and appearance of the bin is important to a successful program. The least cost bin may not be the most effective or popular bin. Experience from other cities and Metro's research indicate that the appearance of a bin and the ease of use are features that increase the number of households that will purchase a bin. Since participants will be asked to share in the cost, public acceptance of the design is very important. An RFP will give Metro greater flexibility to consider aesthetic and design features than would a competitive bidding process.
3. Using a Request for Proposal rather than a Request for Bid to procure compost bins should not sacrifice cost savings because of the interest by contractors to enter the Portland market and the large number of bins the region can purchase. There is strong competition between bin manufacturers. The proposal evaluation process will allow Metro to select the best combination of cost and services to most wisely invest the dollars available for this program.
4. Once a contractor has been selected, planning needs to begin immediately in order to sell the bins in the spring when there is the greatest interest and need for a compost bin. The marketing strategy and distribution sites need to be in place soon after the contract is awarded. Therefore, Resolution No. 95-2257 requests that the Council allow the Executive Officer to enter into a contractual agreement with successful proposer.

BUDGET IMPACT

The FY 95-96 Regional Environmental Management Department budget has appropriated \$80,000 for this home compost bin program. This will cover approximately 30 percent of the bin price offered to Metro. The remainder will be paid directly to the contractor by residents who buy the bin.

Although the Council through a budget note indicated an additional \$50,000 could be released for a bin program, depending on an evaluation of the results and effectiveness of other Metro bin distribution programs, these funds will not be requested. The existing appropriation should be adequate to purchase and distribute a large number of bins in an efficient manner.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 95-2257.

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BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING AN)	RESOLUTION NO. 95-2257
EXEMPTION FROM COMPETITIVE BIDDING)	
AND ISSUANCE OF A REQUEST FOR PROPOSALS	)	Introduced by Mike Burton,
FOR A HOME COMPOST BIN DISTRIBUTION	)	Executive Officer
PROGRAM, AND AUTHORIZING THE EXECUTIVE)	
OFFICER TO ENTER INTO A CONTRACT WITH)	
SUCCESSFUL PROPOSER.)	

WHEREAS, Metro has budgeted \$80,000 to fund a home compost bin distribution program, where compost bins are offered at a discounted price; and

WHEREAS, This compost bin project includes professional services but is predominantly for procurement of compost bins; and

WHEREAS, The Metro Code would require that this contract be subject to competitive bidding unless an exemption is obtained from the Metro Contract Review Board; and

WHEREAS, Metro Code Section 2.04.041(c) authorizes, where appropriate, the use of alternative contracting and purchasing practices that take account of market realities and modern innovative contracting and purchasing methods which are consistent with the public policy of encouraging competition; and

WHEREAS, The Board finds that it is unlikely that procurement of compost bins without competitive bidding will encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts because: (1) competitive proposals will be solicited; (2) a Request for Bids for a specified compost bin would limit the ability of a wide variety of firms to show that their products are superior in their convenience of use and in their ability to compost household and yard wastes; and (3) using a Request for Proposals process will allow Metro to review a wide variety of promotion and event management services; and

WHEREAS, The Board also finds that the exemption will result in substantial cost savings to Metro because: (1) contractors will be required to provide promotion and management services in addition to manufacturing the bins; and (2) cost will be a factor in the selection process; and

WHEREAS, The resolution was submitted to the Executive Officer for consideration and was forwarded to the Council for approval; now therefore,

BE IT RESOLVED,

1. That the Metro Contract Review Board hereby exempts the contract for the home compost bin distribution and education program from the competitive bidding requirements.

2. That the Council approves issuance of the Requests for Proposals for a Home Compost Bin Distribution Program attached to this Resolution as Exhibit A.

3. That the Council authorizes the Executive Officer to enter into a contract with the successful proposer.

ADOPTED by the Metro Contract Review Board this ____ day of _____, 1996.

Jon Kvistad, Presiding Officer

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EXHIBIT A

**REQUEST FOR PROPOSALS
FOR HOME COMPOST BIN DISTRIBUTION PROGRAM
SPRING 1996**

RFP # 96R-1-REM

JANUARY 1996

**Metro
Regional Environmental Management Department
600 NE Grand Avenue
Portland, OR 97232-2736**



Printed on Recycled Paper, 30 Percent Post-Consumer Content

**REQUEST FOR PROPOSALS
FOR A HOME COMPOST BIN DISTRIBUTION PROGRAM**

(RFP #96R - REM))

I. INTRODUCTION

The Regional Environmental Management Department of 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, is requesting proposals for a Home Compost Bin Distribution Program. Proposals and a sample compost bin will be due no later than 3:00 p.m., February 20, 1996 at the Metro's business offices, Regional Environmental Management Department, 600 NE Grand Avenue, Portland, OR 97232-2736. Final candidates should be available for interviews one week after the proposal is submitted. Details concerning the project and proposal are contained in this document.

II. BACKGROUND/HISTORY OF PROJECT

Metro is a regional government responsible for solid waste planning and disposal of waste in the Portland metropolitan area. The Metro boundary covers the urban portions of Clackamas, Multnomah and Washington Counties, and includes over one million people.

The recently-adopted 10-year *Regional Solid Waste Management Plan* directs Metro and local governments to promote source reduction of residential yard debris and vegetative food waste through home composting. Current home composting efforts focus on education, and promotion. Metro operates five home compost demonstration sites throughout the region. Workshops are offered at the sites in the spring and fall every year. Metro also provides the public and local governments with brochures and a video on home composting.

Offering compost bins at a discount is another part of the region's overall educational strategy. This is the third time Metro has sought proposals to purchase home compost bins to distribute to area residents at a discount. A pilot project that distributed bins in parts of the City of Portland and Washington County was implemented in the spring and fall of 1994. In June 1995, 7,400 bins were sold in one day through distribution events at four locations in Clackamas County and the City of Gresham.

Metro has \$80,000 in its budget to purchase compost bins for the Spring 1996 distribution. The bin events that will be implemented as part of this Request for Proposal will target Washington County and the City of Portland. The area is highlighted on the attached map. There are a total of approximately 200,000 detached dwellings in the area.

III.. PROPOSED SCOPE OF WORK

The purpose of the discount compost bin distribution program and the intent of this RFP is to as follows:

- Purchase the maximum number of home compost bins that meet required specifications;
- Secure the maximum amount of promotion and distribution services that effectively reach the largest number of residents in the selected areas; and
- Provide well-managed events which make it easy and convenient for residents to purchase a compost bin.

Metro has \$80,000 budgeted for the purchase of compost bins for the spring distribution events. *This RFP is requesting the Contractor to manufacture, deliver, promote and distribute compost bins using a "truck sale" approach.* Contractor will manage the sale of bins, collect customer payments, maintain sales records and provide information on how to use the bin.

The sale will be held on one weekend day in May or June at four locations strategically located in the target area. Metro and local governments will provide a list of possible locations, such as schools, parks, malls, fair grounds, and stadiums to selected Contractor, and will be responsible for reserving the site.

The specific tasks required as part of this contract are described below.

Specific Tasks

A. Provide compost bins

Indicate the number of bins your will provide and the specifications of your bin. It is the intent of this proposal to purchase a minimum of 5000 home compost bins. The exact number of bins will vary depending on the type of bin and the accompanying services provided. The compost bins shall meet the following specifications:

Specifications for Compost Bin:

1. Size: Not less than 10 cubic feet and not more than 25 cubic feet
2. Guarantee of replacement if defective: minimum of 5 years
3. Recycled Content: Bin must be made of plastic (does not include fastenings). Plastic must contain at least 50 percent recycled content. 30 percent of the recycled content must be from post-consumer waste. *(Post-consumer waste means a finished material which would normally be disposed of as solid waste, having completed its life cycle as a consumer item. Post-consumer waste does not include manufacturing waste. Oregon Revised Statutes Chapter 279).*

4. Bin Design and Performance Criteria: Describe how the bin works and provide photos, drawings or videos.

- Allows for turning of the debris to promote maximum aerobic decomposition.
- Has the ability to compost common yard debris like grass clippings, leaves, plant stalks, without additional shredding.
- Has the ability to compost appropriate kitchen scraps like fruit and vegetable peelings, coffee grounds and egg shells.
- Allows easy removal of the finished compost from the bin.
- Has a lid to shed rain in winter, retain moisture in summer, reduce odor, reduce access by flies and pests.

5. Color: Black or green, or another color mutually agreed upon by Contractor and Metro.

6. Metro logo: Visibly display the Metro logo through an imprint, screened image or waterproof decal (A sample logo is attached to the RFP).

7. Assembly: Assembly must be accomplished easily and quickly by the homeowner with only simple, common household tools like a screwdriver or pliers. Simple instructions for assembly must be provided in English (other languages desirable) with each compost bin.

B. Instructions on how to use the bin

Proposer shall supply a short brochure, or other written material, that covers how to assemble, how to use and where to locate the bin in a yard. A copy of the brochure or written material shall be included with each bin and/or provided to each customer purchasing a bin. A copy of the instructions must be submitted as part of this proposal.

C. Delivery and/or Storage

Explain how the bins will be delivered and stored, if necessary. The Contractor shall be responsible for delivery and storage of the bins prior to sale and distribution. Storage must be secured until all bins are sold or the program is completed.

D. Promotion and Advertising

Present a marketing and promotion plan for the compost bin sale. Prior to the distribution events, Contractor shall advertise the bin sale to the targeted communities using newspaper inserts and/or advertising in the *Oregonian* and flyers. Metro and local governments will provide additional promotion, such as local newspaper and radio ads, as needed. Please indicate what portion of the advertising costs are included in your proposal and what services would need to be picked up by Metro and local governments.

E. Distribution of Bins

Present a plan for bin sale. Contractor shall be responsible for all aspects of the bin sale. Explain how you will set up sites, hire staff, manage traffic and crowd control, and provide equipment and supplies. Contractor shall be responsible for distribution of compost bins. The bins shall be distributed at four locations convenient to the residents of the City of Portland and Washington County. The bins should be distributed on one weekend in May or June 1996. Mid-May is the preferred date.

Proposers should contact the recycling coordinators of the City of Portland (Bruce Walker, 823-7772) and Washington County (Kathy Kiwala, 681-3661) for more information on possible distribution locations. Locations need not be secured as part of the RFP, however recommendations on sites or criteria for selecting sites may be included in proposals.

F. Sale of bins and record-keeping

Present a plan for collecting money from sale of bins. Metro will not collect money from sale of the bins. Contractor will be responsible for all sales transactions. Checks will be made out to the Contractor and this income will partially offset the costs of the compost bins. Metro will pay the balance upon completion of the sale, and submittal of receipts from purchasers. The amount paid by Metro will be negotiated when the contract is awarded. However, the amount paid by Metro will not exceed 25 percent of wholesale price. If all bins are not sold, Metro will take ownership of bins.

G. Coordination and Reporting

Proposer shall designate a coordinator responsible for the day-to-day management of the compost bin promotion, planning and distribution. Contractor shall meet with Metro and local governments at the beginning of the project and at least twice during the planning phase to assess progress. The meeting may be in person or via conference call. A final written report evaluating the compost bin sale and promotion should be submitted by June 30, 1996, with the final invoice for payment to Metro upon project completion.

Contractor shall also keep track of sales and provide a list of names, addresses and phone numbers of customers purchasing bins through the Metro program. This information shall be provided to Metro on a database at the completion of the project.

IV. QUALIFICATIONS/EXPERIENCE

Proposers must have demonstrated experience in manufacturing compost bins and selling large numbers of bins through distribution events. Experience conducting programs with other municipalities is required.

V. PROJECT ADMINISTRATION

Metro expects to award this contract in March 1996. The contractual agreement between Metro and Contractor will continue until project completion and submittal of the final report. The specific terms of the contract will be negotiated in the Public Contract.

Metro's project manager and contact for this project is Leigh Zimmerman. Metro intends to award a contract to a single contractor and that contractor shall assume responsibility for any/all subcontractor work as well as the day-to-day direction and internal management of the project. Proposals shall identify a single person as project manager to work with Metro.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

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

Leigh Zimmerman
Regional Environmental Management Department
Metro
600 NE Grand Ave.
Portland, OR 97232-2736

B. Deadline

Proposals and a sample compost bin are due by 3:00 p.m, on Wednesday, February 20, 1996. Proposals will not be considered if submitted after the deadline. Postmarks are not acceptable. FAX copies are not acceptable.

C. RFP as Basis for Proposals

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the proposal. All questions relating to this RFP should be addressed to Leigh Zimmerman at (503) 797-1671. Any questions, which in the opinion of Metro, warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Metro will not respond to questions received after February 14, 1996.

D. Information Release

All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all proposers agree to such activity and release Metro from all claims arising from such activity.

E. Disadvantaged, Minority and Women-Owned Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100,200 & 300.

Copies of that document are available from the Procurement and Contracts Division of Regional Facilities, Metro, Metro Center, 600 NE Grand Avenue, Portland, OR 97232 or call (503) 797-1717.

VII. PROPOSAL CONTENTS

The proposal should contain not more than *10 double-sided* pages of written material, including the transmittal letter and bin cost sheet. Biographies and pre-printed brochures may be included as attachments to the proposal. The proposal must be printed on recycled paper with post-consumer content. The proposal will describe the ability of the Proposer to perform the work requested, as outlined below:

A. Transmittal Letter

The transmittal letter should contain a brief summary of your organization and how/why it is best qualified to complete the tasks outlined in the RFP, and a statement that the proposal will remain in effect for ninety (90) days after receipt by Metro.

B. Approach/Proposed Work Plan

Describe how the tasks outlined in the Scope of Work (Section III. p. 2-4) will be done within the time frame and budget. Include a proposed work plan and schedule for the items in the scope of work.

Provide a sample compost bin with your proposal or mail separately. Companies that do not provide a bin will not be considered. If your company is not selected, your bin will be returned if you pre-pay freight. Identify the source, and percentage of recycled plastic used in the manufacture of the compost bins. Complete and sign the Certificate of Recycled Content form as an attachment to this RFP.

C. Staffing/Project Manager Designation and Experience

Identify the persons who assisted in preparing the proposal. Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. Include resumes of individuals proposed for this contract.

D. Experience

Indicate how your firm meets the experience requirements listed in Section IV of this RFP. List projects conducted over the past three years which involved services similar to the services required here. For each of these projects, include the name of the

customer contact person, his/her title, role in the project, and a telephone number. Identify persons on the proposed project team who worked on each of the other projects listed and their respective roles.

E. Cost/Budget

Metro has established a budget for bins not to exceed \$80,000. Metro's funds will cover up to 25 percent of the wholesale bin price proposed to Metro. The exact subsidy with will be negotiated as part of the contractual agreement. Contractor will recover the balance from residents purchasing bins.

Present the proposed cost of the project and the proposed method of compensation. Indicate the wholesale price per bin that you will offer Metro. Include the amount of subsidy you projected from Metro in calculating the number of bins offered.

List the hourly rates for personnel assigned to the project, total personnel expenditures, support services, and subconsultant fees (if any). Requested expenses should be listed.

F. Exceptions and Comments

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

XI. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award:** This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedures:** Proposers are informed that the billing procedures of the selected firm are subject to review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved invoice.
- C. Validity Period and Authority:** The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.

- D. Conflict of Interest:** A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

XII. EVALUATION OF PROPOSALS

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

B. Evaluation Criteria

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

1. Project Work Plan/Approach (25%)

- a. Effectiveness of proposed approach in meeting project objectives
- b. Specific tasks and method proposed to accomplish work plan elements (i.e., promotion, event coordination)

2. Type of compost bin provided (20%)

- a. Adherence to bin design criteria described in the Scope of Work
- b. Performance of compost bin in terms of the following:
 - Ease of use
 - Durability
 - Appearance
 - Ease of assembly

3. Project Staffing Experience (25%)

- a. Experience and ability of firm and project staff in manufacturing compost bins
- b. Experience in marketing and promotion of sales events
- c. Resources and staff committed to project.

4. Budget/Cost Proposal (30%)

- a. Projected cost of proposed work plan, including number of bins provided, cost per bin, distribution and promotion services. Commitment to budget parameters.

b. Practicality and value of proposed budget.

XIII. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached public contract included herein is a standard agreement approved for use by Metro's General Counsel. As such, it is included for your review prior to submitting a proposal.

CONTRACT NO. _____

PUBLIC CONTRACT

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232, and _____, whose address is _____, hereinafter referred to as the "CONTRACTOR."

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

**ARTICLE I
SCOPE OF WORK**

CONTRACTOR shall perform the work and/or deliver to METRO the materials described in Attachment A, the Scope of Work, which is incorporated herein by this reference. All services and materials shall be of good quality and, otherwise, in accordance with the Scope of Work.

**ARTICLE II
TERM OF CONTRACT**

The term of this Contract shall be for the period commencing on the last signature date below, through and including June 30, 1996.

**ARTICLE III
CONTRACT SUM AND TERMS OF PAYMENT**

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

**ARTICLE IV
LIABILITY AND INDEMNITY**

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

ARTICLE V TERMINATION

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

ARTICLE VI INSURANCE

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

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage.

B. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an aggregate limit, the aggregate limit shall not be less than \$1,000,000. METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

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

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

ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

ARTICLE VIII ATTORNEY'S FEES

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

ARTICLE IX QUALITY OF MATERIALS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades.

CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of materials furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

ARTICLE X OWNERSHIP OF DOCUMENTS

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 hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such documents.

ARTICLE XI SUBCONTRACTORS

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

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

ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

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

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

**ARTICLE XIII
SAFETY**

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

**ARTICLE XIV
INTEGRATION OF CONTRACT DOCUMENTS**

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

**ARTICLE XV
ASSIGNMENT**

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

<hr style="border: none; border-top: 1px solid black; margin-bottom: 10px;"/> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="border-bottom: 1px solid black; width: 100%;"></div>	<p>METRO</p> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="border-bottom: 1px solid black; width: 100%;"></div>
<p>Signature</p> <p>Print name and title</p> <p>Date</p>	<p>Signature</p> <p>Print name and title</p> <p>Date</p>

Attachment A

SCOPE OF WORK

1. Description of the Work.

Contractor shall perform the following work.

2. Payment, Billing and Term.

Contractor's proposal is incorporated into this contract by this reference; if there is any conflict between the proposal and the other parts of this contract, then the other parts of this contract shall prevail. Contractor shall perform task 1 for a price not to exceed \$____. Contractor shall perform task 2 for a price not to exceed \$____. Contractor shall perform task 3 for a price not to exceed \$____. Contractor shall provide all the above services at the hourly rate of \$____ for a maximum price not to exceed ____ THOUSAND, ____ HUNDRED AND ____ DOLLARS (\$____.00).

In the event Metro wishes for Contractor to provide services or materials after the maximum contract price has been reached, Contractor shall provide such services or materials pursuant to amendment at the same unit prices and under the same terms and conditions as are set forth above. Metro may, in its sole discretion and upon written notice to Contractor, extend the term of this contract for a period not to exceed 12 months. During such extended term all terms and conditions of this contract shall continue in full force and effect.

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing statements will include an itemized statement of work done and expenses incurred during the billing period, will not be submitted more frequently than once a month, and will be sent to Metro, Attention Regional Environmental Management Department. Metro will pay Contractor within 30 days of receipt of an approved billing statement.

LZ:ay
S:\SHARE\ZIMMY\DEB\COM\96\BDS\RF\B\IN2.96

CERTIFICATE OF RECYCLED CONTENT

I, the undersigned duly authorized representative for the company and product listed below, hereby certify that to the best of my knowledge the product is a recycled product, with the percent recycled content, defined by Oregon Revised Statutes ORS 279.545(5), ORS 279.545(1) and ORS 279.545(6) and listed below.

ORS 279.545(5): " 'Recycled Product' means all materials, goods and supplies, not less than 50 percent of the total weight of which consists of secondary and post-consumer waste with not less than 10 percent of its total weight consisting of post-consumer waste. 'Recycled product' also includes any product that could have been disposed of as solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form."

ORS 279.545(6): " 'Post Consumer Waste' means a finished material which would normally be disposed of as solid waste, having completed its life cycle as a consumer item. 'Post-consumer waste' does not include manufacturing waste."

ORS 279.545(6): " 'Secondary Waste Material' is defined as fragments of products or finished products of a manufacturing process which has converted a virgin resource into a commodity of real economic value, and includes post-consumer waste, but does not include excess virgin resources of the manufacturing process. For paper, 'secondary waste materials' does not include fibers recovered from waste water or trimmings of paper machine rolls, mill broke, wood slabs, chips, sawdust or other wood residue from a manufacturing process."

I certify that _____ (product name) is a recycled product as defined in the Oregon Revised Statutes (ORS 279.545).

I certify that the product contains _____ percent total recycled content (secondary waste) with _____ percent post-consumer waste as defined in the Oregon Revised Statutes.

Signature: _____ Title: _____
(sign in ink)

Company: _____ Date: _____

Neither Metro nor any Metro employee makes any warranty, expressed or implied, or assumes any legal liability or responsibility for the products listed herein; nor does this certificate constitute an endorsement by Metro of any product or process, manufacturer, company, trade name or trademark.

Printed on recycled content paper with 35% post-consumer waste.



METRO

TRANSMITTAL SUMMARY

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
TEL 503 797 1700 FAX 503 797-1799



METRO

To: Risk and Contracts Management

From: _____ Date: 12/18/95 Vendor: _____
 Department: REM Subject: _____
 Division: WR&P ☐ Bid ☐ Contract
 Name: Leigh Zimmerman ☒ RFP ☐ Other Vendor no.: _____
 Title: Sr. Program Supervisor Contract no.: RFP#96R-1-REM
 Extension: 1671 Purpose: Home Composting Bin Distribution Program

Expense

☐ Procurement ☐ Personal/professional services ☐ Services (L/M) ☐ Construction ☐ IGA

Revenue	Budget code(s)	Price basis	Contract term
<input type="checkbox"/> Contract	_____	<input type="checkbox"/> Unit prices, NTE	<input type="checkbox"/> Completion*
<input type="checkbox"/> Grant	_____	<input type="checkbox"/> Per task	<input type="checkbox"/> Annual
<input type="checkbox"/> Other	_____	<input type="checkbox"/> Total/lump sum	<input type="checkbox"/> Multi-year**
This project is listed in the 199__-199__ budget.		Payment required	Beginning date*
<input type="checkbox"/> Yes	<input type="checkbox"/> Type A	<input type="checkbox"/> Lump sum	_____
<input type="checkbox"/> No	<input type="checkbox"/> Type B	<input type="checkbox"/> Progress payments	Ending date

Total commitment	Original amount	\$
	Previous amendments	\$
	This transaction	\$
	Total	\$
	A. Amount of contract to be spent fiscal year _____	\$
	B. Amount budgeted for contract _____	\$
	C. Uncommitted/discretionary funds remaining as of _____	\$

Approvals

Project manager	<u>[Signature]</u>	Division manager	<u>[Signature]</u>	Department director	<u>[Signature]</u>
Fiscal	<u>[Signature]</u>	Budget manager		Risk	

Legal

AGENDA ITEM No. 6.2
Meeting Date: January 25, 1996

**Resolution No. 96-2254, For the Purpose of Authorizing the Release of Two
RFP's for Public and Technical Components of Congestive Price Study.**

TRANSPORTATION PLANNING COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 95-2254, FOR THE PURPOSE OF AUTHORIZING THE RELEASE OF TWO RFP'S FOR PUBLIC AND TECHNICAL COMPONENTS OF THE CONGESTIVE PRICE STUDY

Date: January 17 , 1996

Presented by: Councilor McLain

Committee Recommendation: At the January 16 meeting, the Committee voted 2-0 to recommend Council adoption of Resolution No. 95-2254. Voting in favor: Councilors McLain and Morissette. Councilor Monroe was absent.

Committee Issues/Discussion: Andy Cotugno, Transportation Planning Director, and Mike Hoglund, Transportation Planning Manager, presented the staff report and reviewed the purpose of the resolution. Cotugno reviewed the history of Metro's interest in conducting a congestion pricing study. He noted that the Council had initially endorsed such a study in 1992.

Federal funding of \$1.032 million was authorized for a pilot study in September 1995. The study is scheduled to be completed in FY 98. An additional \$258,000 will be provided by the state, Tri-Met, local governments and Metro. The total Metro share of these matching funds is \$66,000. Cotugno noted that a budget amendment will be submitted shortly to provide the Metro share for FY 95-96, which is estimated to be \$12,000.

Hoglund indicated that the purpose of the resolution is authorize the release of two RFP's for major components of the work to be completed under the study. The technical component RFP is for \$320,000. The work to be performed would include a congestion pricing alternatives analysis, a narrowing of alternatives, and a detailed analysis of preferred alternatives. This analysis would include examining effects on air quality, neighborhoods, businesses and growth management and transportation plans. The results would be used to identify a potential alternative for a pilot implementation program.

The public involvement component RFP would be for up to \$365,000. This work would include in-depth individual and group surveys, the development of educational and involvement programs related to congestion pricing and establishment of a task force to coordinate the work of the study.

Councilor McLain suggested that staff may wish to use the existing RTP advisory committee for the congestion pricing study. Hoglund responded that there may be a need for specialized expertise on the oversight task force. He also noted that the RTP advisory group is scheduled to complete its work in FY 96-97, while the congestion pricing will not be completed until 1998.

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 95-2254 FOR THE PURPOSE OF AUTHORIZING THE RELEASE OF TWO REQUESTS FOR PROPOSALS FOR PUBLIC AND TECHNICAL COMPONENTS OF THE CONGESTION PRICING STUDY AND WAIVING THE REQUIREMENT FOR COUNCIL APPROVAL OF THE CONTRACT AND AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE THE CONTRACT SUBJECT TO CONDITIONS.

Date: December 14, 1995

Presented by: Mike Hoglund

PROPOSED ACTION

Adoption of Resolution No. 95-2254, authorizing the release of a Request for Proposals for the Public Involvement and Technical Components of the Congestion Pricing Study and authorizing the Executive Officer to execute contracts with the lowest qualified proposers..

FACTUAL BACKGROUND AND ANALYSIS

With the approval of the Metro Council and JPACT, staff has pursued and ODOT and Metro have been awarded "pre-project study" funding to evaluate a potential congestion pricing demonstration project for the region. Federal funding and obligation authority totals \$1.032 million for the study. A twenty percent local/state match of \$258,000 accounts for the remainder of the \$1.290 million study. A budget amendment has been submitted to authorize Metro's expenditures for the study.

As part of the study, two contracts are proposed for consultant assistance in the technical and public involvement components of the study. The technical component totals \$320,000 and work will focus on modifying the regional travel forecasting model to integrate "stated preference" survey results which are sensitive to pricing, to identify and analyze congestion pricing alternatives, develop evaluation criteria, and test pricing implementation technology.

The public involvement piece is proposed at \$365,000. The selected consultant will develop a regional public awareness and education program about congestion pricing, conduct focus group interviews, conduct extensive surveys, and lead an overall public involvement program which may include any combination of mailings/newspaper inserts, town hall and public meetings, cable access programming, and outreach into communities. FHWA recognizes that pricing will be new to most of the community and agrees with staff that the public involvement program should remain flexible.

This resolution will allow for consultant selection by ODOT and Metro to proceed in conjunction with other study start-up activity. The Executive Officer and staff will provide ongoing communication with the Metro Council on the study start-up components over the next few months.

BUDGET IMPACT

The project is multi-year and will conclude in FY 1998. Metro Council has previously authorized Metro share of the matching funds and will be reviewing the full budget amendment in January. Release of the RFP's will be made contingent upon Council approval of the budget amendment.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 95-2254.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF	)	RESOLUTION NO. 95-2254
AUTHORIZING THE RELEASE OF)	
TWO REQUESTS FOR PROPOSALS	)	INTRODUCED BY Mike Burton,
FOR PUBLIC AND TECHNICAL	)	Executive Officer
COMPONENTS OF THE CONGESTION)	
PRICING STUDY AND WAIVING THE)	
REQUIREMENT FOR COUNCIL)	
APPROVAL OF THE CONTRACT AND)	
AUTHORIZING THE EXECUTIVE)	
OFFICER TO EXECUTE THE)	
CONTRACT SUBJECT TO)	
CONDITIONS)	

WHEREAS, The Request for Proposals and contract form attached hereto will provide a means to locate a firm to continue the previously provided and necessary services; and

WHEREAS, Council approval of this Request for Proposals is required pursuant to Metro Code Section 2.04.033(b); now, therefore,

BE IT RESOLVED,

That the Metro Council Authorizes issuance of the Requests for Proposals for the Public Involvement and Technical Components for Congestion Pricing Study for the period December 26, 1995, to June 30, 1998, in a form substantially similar to the attached Exhibit "A" and authorizes the Executive Officer to execute contracts with the most favorable proposers.

ADOPTED by the Metro Council this _____ day of _____, 1995.

Jon Kvistad, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

REQUEST FOR PROPOSAL
for
Portland Area
Pre-Project Study of Congestion Pricing
Technical Work Component

Requested by:
Metro (the Portland region MPO) and the
Oregon Department of Transportation (ODOT)

Metro
600 N.E. Grand Avenue
Portland, OR 97232-2736

ODOT
123 N.W. Flanders Street
Portland, OR 97209-4037

December 19, 1995

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Coversheet	Exhibit D
Sample Contract	Exhibit E
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Request for Proposal
Portland Area Pre-Project Study of Congestion Pricing
Metro and The Oregon Department of Transportation (ODOT)

Introduction

Metro and ODOT, hereafter known as agency is seeking the services of a qualified consultant to develop the Technical Work component for the two-year, two-phase pre project study of congestion pricing in the Portland area.

In a recent values and beliefs study conducted by the Oregon Business Council, congestion ranked with crime and education as a major concern held by the residents of the Portland area. Although the rush hour commute in Portland appears relatively tame when compared with other major urban areas across the country, it is an increasing concern and problem, especially in light of the population projections for the metro region.

In August, 1995 the Federal Highway Administration (FHWA) approved a joint Metro/ODOT application to conduct a pre-project study of congestion pricing in the Portland area. The study is authorized by Section 1012(b) of the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 as published in the November 24, 1992 Federal Register.

The Portland region views the study approval as an important opportunity to conduct a comprehensive investigation of the benefits and costs of congestion pricing, and the technical and political feasibility of pricing as a market-based strategy to affect the amount of travel, mode choice, direction and time of travel to relieve traffic congestion. The overall study will focus on the following issues:

- Defining and evaluating pricing alternatives, including their geographic location and the population which would be affected.
- Evaluation of the technology to implement a congestion pricing demonstration project.
- Determination of the impacts of congestion pricing on business, land development, and low income drivers.
- Assessment of the environmental impacts that might be created, and the development of appropriate mitigation measures.
- Determination of the appropriate fees for congestion pricing, an estimation of revenues, and a determination of how best to utilize the revenue.

- Identification of the legal barriers which may prevent the implementation of congestion pricing in the Portland area, and development of a strategy to overcome them.

In order to address these issues, the Congestion Pricing Pre-Project Study has two components: Technical Work and Public Involvement. Metro and ODOT have separated the consulting effort into two contracts so that decision makers can have direct lines of management and communication with the experts in both areas. While there is a recognized contractual separation between public involvement and technical work, it is important for this study that the overall study focus be a single and coordinated effort. Consequently, the teams/firms which propose on either study component should be aware of and reflect a strategy to assure that the overall study effort is coordinated.

The Consulting services for the Technical Work component will provide model refinement and technical evaluation of alternatives in order to access the practical feasibility of congestion pricing in the Portland region. Individual teams will be evaluated on the soundness of their approach with particular emphasis on an understanding of congestion pricing as a transportation demand management tool. Proposers are encouraged to submit proposals that include more and/or less tasks and associated funding amounts than suggested in this SOP as deemed appropriate to complete the study. However, Metro reserves the right to approve the final workscope.

The contract is anticipated to start in March 1996, and will cover approximately a two-year period. The total value of the contract is estimated to be \$320,000. The Agency reserves the right to amend this contract for additional time and/or money contingent upon need and the availability of approved funding.

Section 1: SOP Submittal and Closing Date

One reproducible original and five copies of the Statement of Proposal (SOP) must be received by 5:00 p.m. on Friday, February 2, 1996

Neither late nor faxed submittals will be accepted. Firms submitting SOP not in compliance with Section 4 will be considered nonresponsive.

SOPs must be addressed to:

Mike Hoglund, Manager
Regional Transportation Planning Section
Metro Regional Center
600 N.E. Grand Avenue
Portland, OR 97232-2736
Telephone: (503) 797 - 1743

Section 2: Inquiries

Metro will respond to both procedural and substantive questions prior to the proposal deadline.

- 2.1 Procedural inquiries regarding the application process should be directed to Rich Ledbetter at (503) 797 - 1761.
- 2.2 Substantive inquiries concerning the study shall be addressed to:

Mike Hoglund, Manager
Regional Transportation Planning
Metro Regional Center
600 N.E. Grand Avenue
Portland, OR 97232-2736
FAX: (503) 797 - 1794

- 2.3 Substantive responses will include the following:

- 2.3.1 Metro will respond to all written substantive inquiries, as appropriate. All substantive inquiries must be received seven days prior to the SOP due date.
- 2.3.2 Metro and ODOT will host a pre-proposal meeting to answer questions from Proposers prior to the application deadline. A summary of questions and issues raised at the meeting will be available to Proposers who cannot attend the scheduled meeting. Requests should be addressed to Metro at the above address. The pre-proposal meeting is scheduled for:

Date: January 16, 1996

Place: Metro Regional Center, 600 N.E. Grand Avenue, Portland, OR 97232

Time: 10:00 AM - 12:00 Noon

Location: Council Chambers (3rd Floor)

Section 3: Statement of Work and Delivery Schedule

- 3.1 Desired Products and Services

This Scope of Work describes the consultant work tasks to complete the Technical Work component for the federally funded two-year, two-phase pre-project study of congestion pricing in the Portland region. Metro

will contract with a consultant for technical work tasks described below. The work has been separated for Phase I Technical Work (Policy Development and Alternatives Analysis), and Phase II Technical Work (Selection of Preferred Alternative).

Note: A copy of the Administrative tasks and committee structure established by Metro for conducting the study and the Public Involvement work scope is included in Attachment A. This information is provided to assist the Proposer in understanding the general decision making process and overall organization of the two-year study.

TECHNICAL WORK PROGRAM (Phase I-Policy Development and Alternatives Analysis) - 18 months.

3.1.1 Joint Metro/Consultant Task: Kick-off Meeting/Revised Work Scope

Process: The Consultant will meet with Metro technical staff and the Project Manager to discuss technical work tasks in the Scope of Work and to suggest revisions as necessary to complete the project.

Product: A revised technical work scope.

3.1.2 Consultant Task: Develop Baseline Model Data

Process: The Consultant will use Metro's travel forecasting model and staff to develop information on regional travel patterns and system conditions, with a focus on problem locations and facilities for congestion and air quality. This data will be further refined and used to identify candidate projects for the application of congestion pricing. Candidate projects will include corridor, facility, and area-wide locations.

3.1.3 Consultant Task: Update current travel models and base travel data with results from the 1994 household survey.

Process: Note: Tasks 3.1.2 and 3.1.3 are complementary, and must be undertaken together. These tasks are designed to improve the current models so as to be credible for the development of price elasticities and the value of time for identified market segments. A preliminary Metro estimate would allocate about half the phase one budget to these tasks, along with significant Metro staff

resources. The proposer(s) should develop their own estimates and priorities.

The primary task will be to re-estimate the mode choice models for Home-Work Trips and Home-Other trips using the recently fielded revealed preference household survey data. The major difference in the new data is it has perceived parking costs for all travellers (not only auto travellers). The impedances will also be vastly improved and the new models must include travel costs indexed to income (the old models did not). It is expected that preliminary work on the analysis of the stated preference pricing survey (Task 3.1.5 should be carried out in concert with this task with some iteration) will suggest a market segmentation scheme to separate groups that have markedly different price elasticities.

Other tasks will include the possible revision of destination choice models for the HBO purpose, again informed by destination choice information contained in the SP survey (not very detailed).

Other model improvements may be required as the project becomes informed by the new data, for example trip generation (trips foregone due to pricing).

Product: With Metro staff, recalibrate the base year (1994) model.

3.1.4 Consultant Task: Describe the base transportation supply and demand conditions.

Process: The Consultant will work with Metro travel forecasting staff to develop a clear picture of longer distance travel patterns that might be appropriate for congestion pricing. The current models are implemented in EMME/2 which the consultant can access remotely if so desired. Alternatively Metro forecasting staff can operate the models to create outputs suitable for the consultants' analysis. Some analysis of a future horizon year may be required.

Product: A description of the basic demand and supply conditions, with particular emphasis on possible candidate locations for implementation. This should include major origin-destination patterns, volume/capacity analysis and transit level of service and demand characteristics for the same candidate locations.

3.1.5 Consultant Task: Reapplication of base model from 3.1.4 with pricing.

Process: Following the base model changes the models will be re-applied to determine the base (non-priced) performance with a model structure that will be used to include pricing effects. A basic demand and supply description will be developed including some, or all of the following items.

- Network (Highway and Transit)
- Capacities (Highway and Transit)
- Transit Line Itineraries and Frequencies
- Cost and Fare Assumptions (auto operating, parking, transit fares)
- Trips by Purpose
- Trip Tables by Purpose by Time of Day (Peak/Off Peak)
- Highway and Transit Assignments by Time of Day (peak/Off Peak)
- Link Level Travel Times / Speed by Time of Day
- Link Level Congestion (V/C)
- Hours of Travel
- Hours of Delay
- VMT

Product: Updated EMME/2 travel forecasting baseline data, maps and charts for use at public meetings and focus groups, and alternatives analysis.

3.1.6 Consultant Task: Develop Alternative Scenarios and Ranking Criteria

Process: The Consultant will produce a set of alternative facility, corridor, sub-area, and possibly regional scenarios (tentatively 5-10 long-term; 3-5 near term) for testing congestion pricing in the region. For analysis and public information purposes, a hypothetical regional pricing application may be designed. The regional application would show overall system benefits of a full pricing scenario. The regional application could test for changes in delay, emissions, and costs as opposed to the baseline long range transportation plan (RTP).

The public will have an opportunity to have input into the selection of scenarios through focus groups and public forums. Each option will undergo an initial screening by the Consultant to determine if

it should be considered further and included in the modeling exercise. Evaluation criteria to use in ranking the modeled alternatives will also be developed.

3.1.7 Consultant Task: Develop initial screening criteria to determine if the alternative should be considered for further analysis and modeling.

Process: Separate screening criteria should be developed for areas, corridors and facilities. These criteria should look at both administrative and technical factors such as ease of implementation and potential for reducing vehicle trips.

Product: Matrix of initial screening criteria to narrow candidate locations for detailed modeling.

3.1.8 Consultant Task: Finalize list of congestion pricing alternative scenarios to be modeled.

Process: This task will include identification of candidate locations (including suggestions made by the public) and screening of the candidates using the criteria established in task 3.1 above. The scope of alternatives may include areas, corridors and facilities. Alternatives will be selected based on criteria consistent with transportation system performance objectives. This task will also include production of a report documenting the screening process, including identification of the candidates and the results of the screening process.

Product: Written report identifying candidate locations for modeling and the screening process.

3.1.9 Consultant Task: Develop evaluation criteria for selection and ranking of alternative scenarios from Task 3.1.8

Process: At a minimum, the criteria will include consideration of the following factors:

- Congestion reduction. Potential for significant congestion reduction (reduction in the volume to capacity ratio below 0.9) in priced locations.

- Social and economic impacts on neighborhoods and businesses. Impacts to businesses along the priced routes as well as other affected areas; traffic impacts on neighborhoods; changes in accessibility to community facilities; right of privacy concerns by drivers as a result of the tolling technology.
- Environmental assessment. Noise impacts and other environmental effects of traffic attempting to bypass the priced facility; changes in travel safety; effects of project alternative on sensitive biological resources.
- Equity impacts on lower income drivers. Economic impacts of project alternative on lower income drivers and potential mitigation measures.
- Avoided cost. Facilities where the projected 2015 congestion could be reduced by pricing rather than capacity enhancement would receive priority in ranking.
- Mobility/transit enhancement. Impacts of the project alternative on normal commute patterns and the availability of alternative routes and modes. Pricing should only be applied to facilities where substantial transit capacity is present, easily instituted or included as part of Tri-Met's strategic plan.
- Legal feasibility. Potential legal impediments to implementation in addition to the need for state legislation authorizing toll collection. (Note: Senate Bill 626 would allow toll roads in the Newburg/Dundee area of Oregon and looks as if it will be passed by the 1995 Oregon legislature.)
- Revenue/cost issues. Potential costs to be incurred and revenues to be raised by the project alternative; scenarios showing possible uses of the revenue and most likely outcomes; public concerns and political issues that may be raised as a result of revenue questions.
- Tolling technology/enforcement/engineering issues. The type of tolling technology proposed by the project

alternative; impacts of technology requirements; engineering feasibility issues; scenarios for effective enforcement and related issues.

- Air quality. Projections for impact on regional ozone and carbon monoxide pollution.
- VMT reduction. Although congestion reduction is the assumed goal, projects structured to achieve both congestion relief and VMT reduction will receive priority consideration.
- Institutional Implications/Political Feasibility What will be the need for new institutional arrangements and agreements as the result of the likely resistance on the part of key interest groups and affected parties.

Product: Alternative congestion pricing scenarios and ranking criteria.
Technical report describing the screening process.

3.1.10 Consultant Task: Develop elasticities and/or factors for incorporation into Metro's Regional Travel Model in order to evaluate congestion pricing alternatives

Process: Following the fielding of Metro's 1994 Household Survey, a subset of approximately 600 households also completed a "stated preference" survey relating to people's different stated behavioral actions relative to various congestion pricing schemes. By asking people what they would do under alternative pricing scenarios, data was collected as to probable outcomes. The results of the stated preference survey on congestion pricing need to be analyzed and integrated with the revealed preference data so that factors and elasticities can be developed for use in Metro's regional model to access the travel and socioeconomic impacts, and associated behavioral change from differing congestion pricing alternatives.

Using the elasticities developed, adjustments will be made to various trip parameters, such as trip distribution and mode split, to reflect changes in travel behavior under congestion pricing. Following these adjustments, the regional model will be capable of forecasting regional travel patterns and conditions with congestion pricing on specific facilities, along corridors, or areawide. This task may also include further refinement of vehicle movement by

mode, particularly related to automobile versus truck (small, large, etc.). Of particular interest are the following:

- Trip generation
- Trip distribution
- Route assignment
- Mode choice
- Time of day of travel
- Trip purpose (work vs. non-work)

This task constitutes the major effort to create model elasticities and cross elasticities for major travel market segments of the population for both work and non-work travel. These implied elasticities will be imputed from the disaggregate choice model (probably using logit and/or nested logit). This model will be developed as a stated choice model directly from the stated preference survey data and as a jointly estimated revealed choice/stated choice model using both the stated and revealed preference data. Should this effort be unsuccessful, a fall-back procedure will be to use the factors determined from the stated preference and apply a judgemental scaling before applying to the revealed preference. As can be seen this is a sophisticated approach to the model improvement and although not used in the USA frequently, has seen development over the last 15 years elsewhere. It will be important for the successful proposer to include among the team modeling professional(s) with demonstrated experience in the empirical estimation of both stated choice and revealed choice models, and who is proficient at the practice of nested logit parameter estimation as well as the estimation of joint revealed-stated choice models (effectively scaling the stated choice models). Metro modeling staff carried out the estimation of the current models and will be integrally involved with the consultant in this effort. All of the network operation, provision of data and impedances etc. for the estimation data sets will be provided by Metro staff who are very familiar with EMME/2 and data preparation for model estimation.

Product: Enhanced Metro travel forecasting model for evaluating congestion pricing alternatives.

3.1.11 Consultant Task: Analyze and Rank Congestion Pricing Scenarios

Process: Model runs will be performed for each congestion pricing scenario, resulting in a forecast of travel patterns and conditions. Each forecast will be evaluated against the goals and objectives of the pilot project and the evaluation criteria developed in B.4. The model results will be used to estimate the effects of congestion pricing on factors related to travel behavior, including congestion, traffic volumes and air quality. The mitigation of economic and social impacts will be estimated by a more qualitative analysis of each scenario including estimates of revenue generation and use of revenues for mitigation (mitigation refers to efforts to reduce, eliminate, or compensate for unwanted or unintended environmental and/or socioeconomic impacts such as displacement of motorists, increased traffic infiltration into neighborhoods, and differential economic impacts to businesses and/or lower income drivers). This task will include the preparation of reports describing the model, other analysis tools, evaluation methodology, and ranked results.

Product: List of ranked alternative congestion pricing scenarios.

3.1.12 Metro Task: Technical Review by Metro Staff

Process: Metro staff will review Consultant work tasks and work products. The Consultant will make revisions and/or modifications to work products as necessary.

Product: Revised work products.

3.1.13 Consultant Task: Final Technical Report

Process: The Consultant will write a final technical report on all activities completed during Phase I for FHWA.

Product: Final Technical Report for Phase

3.2 **TECHNICAL WORK Program (Phase II - Selection of Preferred Alternative) - 6 months.**

3.2.1 Consultant Task: Develop Conceptual Designs for Highest Ranking Scenarios

Process: The Consultant will develop conceptual designs for the three to five alternatives ranked highest in the Alternatives Analysis (Phase I). The TAC and CAC will review these conceptual designs and make a recommendation to JPACT, Metro Council and the PSG. The preliminary design for each alternative should include

- Technological/engineering requirements
- Cost/Revenue estimates
- Projected impact on congestion
- Environmental assessment
- Social and economic impacts on neighborhoods and businesses and mitigation measures
- Equity impacts on lower income drivers and mitigation measures
- Avoided cost estimates
- Accessibility/transit impacts
- Legal feasibility/enforcement
- Air quality impact
- Projected VMT reduction

Product: Conceptual designs for highest ranked alternative scenarios.

3.2.2 Consultant Task: Prepare Reports and Informational Materials To Guide Selection and Adoption of Preferred Alternative

Process: Consistent with federal guidelines and Metro procedures, Metro will conduct a public process to select and adopt a preferred alternative. Technical reports and other informational materials will form the basis for the selection and adoption process. The Consultant will coordinate with the Public Involvement team and prepare technical reports and materials for use at the various technical and policy meetings as needed.

Product: Reports and supplementary materials describing the concept, design, modeling results and background information on the alternatives being considered.

3.2.3 Consultant Task: Final Report Recommending a Preferred Alternative

Process: The Consultant will complete a final report of the technical work and selection process for recommending the preferred alternative. Metro staff will review the Consultant report, and coordinate revisions and/or modifications as necessary. The Consultant will make the necessary modifications to the final report before submitting it for approval.

Product: Final Technical Report and Recommendation for the preferred alternative.

3.3 Selection Schedule

The following dates are confirmed:

Proposal Package Advertised/Available	1/4/96
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Pre-Proposal Meeting to answer Questions/Issues	1/16/96
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Proposals Deadline	2/2/96
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Metro anticipates the following schedule (dates are approximate) for interviews and contract approval:

Notice of Interviews	2/12/96 to 2/13/96
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Interviews	2/19/96 to 2/23/96
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Consultant Selected	2/28/96
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Contract Executed	3/5/96
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Notice to proceed	3/8/96
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Section 4: SOP Contents

- 4.1 The consultant shall submit a definite proposal for the end results set forth in the RFP. The proposal shall describe the consultants qualifications, intended performance, proposed time line for the prescribed activities and the resources

required to perform the activities.

4.2 Proposals that merely repeat requirements of the scope of work will be considered non-responsive to this request and will not be considered.

4.3 Each SOP must contain:

a. A completed Coversheet (Exhibit D. Pass /Fail

b. Scope of Work and Schedule Pass/Fail

See Section 3.1.

c. Firm's Capabilities Max. Score 20

This relates to the firm's capabilities with regard to the requested services. The response must include at least three references (with telephone numbers) and should address the following:

- Similar projects; by type and location, performed within the last three years, that best characterize work quality and cost control
- Internal procedures and/or policies related to work quality and cost control
- Management and organizational structure
- Other on-going projects
- Availability to perform the work for the duration of the contract.

d. Project Team Max. Score 25

This relates to the project principal, the project manager, key staff and sub-consultants. The basic question is how well the team's qualifications and experience relate to the requested services:

- Extent of principal involvement
- Current employer, assignments and location of key members
- Names of key members who will be performing the work on this project and their responsibilities
- Qualifications and relevant individual experience, including sub-consultants
- Experience as a team on similar or related projects
- Project Manager's experience with similar projects and interdisciplinary teams.

e. Understanding of Requested Services/Project Max. Score 30

This relates to the basic or preliminary understanding of the requested services. Is there a clear and concise understanding of the project based on existing information? Is there a general description of the purpose of this project and the chief issues to be addressed?

f. Affirmative Action Program

Pass/Fail

The Agency values diversity in its work force and in the work force of its consultants. The response must include the following:

- A formal statement of nondiscrimination in employment by the consultant
- A description of the firm's affirmative action program¹. Firms of 50 people or less do not need a formal program, but must have a policy

It should also include:

- Past accomplishments in the area of affirmative action
- Diversity of work force in terms of minorities and women
- History of subcontracting with minority and women-owned businesses
- Minority and female recruiting practices

g. Resources

Max. Score 15

This relates to the total resources allocated to each given task of the proposed scope of work (*examples: compatible computer equipment, adequate survey equipment*).

h. Supportive Information

Max. Score 10

Supportive material may include graphs, charts, photos, resumes, additional references, etc.

i. DBE Policy and Participation Goal

Pass/Fail

The assigned DBE participation goal on this project is 12 percent and shall apply to the contract as amended and/or extended. Only DBEs certified by the Office of Minority, Women and Emerging Small Business (OMWESB), Agency of Consumer and Business Services, Labor and

1

An "Affirmative Action Program" is defined as a set of policies and action steps designed to achieve equitable representation of women and minorities in the consultant's work force.

Industries Building, Salem, Oregon 97310 may be used to meet the assigned goal. Questions regarding DBE certification status should be directed to OMWESB at (503) 378-5651.

Consultants shall include the name, address and brief description of work committed to each certified DBE.

DBEs bidding as prime contractors must meet the assigned project goal, and may count their own participation toward achievement of the DBE contract goal for contracts up to \$100,000. For contracts in excess of \$100,000, DBEs bidding as prime contractors may not count their own participation toward achievement of the DBE goal.

The Agency has adopted ODOT's DBE Program Policy, described in Exhibit F.

SOP's not meeting ALL pass/fail criteria will be considered non-responsive and shall be rejected.

Section 5: SOP Format and Length

The SOP must not exceed 30 pages, including the required cover sheet. The SOP must be organized in accordance with the list of SOP contents below.

One page is considered to be one side of a single 8-1/2" x 11" page, and the minimum font size is 12 point for the text (consultants may use their discretion for other materials, e.g. graphics). Firms using a type smaller than 12 point shall be considered non-responsive.

Section 6: SOP Evaluation and Consultant Selection

- 6.1 The consultant selection process will be carried out under *ORS 279.051* and *Oregon Administrative Rule 731-10-030 dated November 22, 1994 and Chapter 125, Division 65,*

The SOP will be evaluated on the completeness and quality of content as described in Section 4 and Section 6.2. In addition, qualifications must include demonstrated capabilities in the following areas:

- Expertise in transportation modeling techniques and the development of model parameters and elasticities.
- The ability to analyze "revealed preference" travel survey data and "stated

preference" survey data and integrate the results.

- The ability to develop a set of alternative facility, corridor, subarea, or regional scenarios for analysis to test the concept of congestion pricing in the Portland region. This will include the ability to develop screening criteria for alternatives and to do the analysis and modeling necessary to develop a preferred alternative.
- Experience with economic analysis and demonstrated ability to assess the cost of travel in Portland, potential economic impacts of pricing strategies on diverse income groups, the business sector, and geographic population segments.
- Ability to present technical findings to groups of various size, including the media, in an understandable and comprehensive manner; and experience in managing the technical analysis for a public process with high media visibility.
- Familiarity with local, regional, and national transportation issues, infrastructure, laws and regulations that are applicable to implementation of a congestion pricing project in the Portland area.
- Experience and ability to perform on a project involving coordination of various consultants as part of a single project.

Interviews may be conducted with the top ranked firms at the Agency's option. The evaluation committee's recommendation will be submitted to Metro for approval.

6.2 Evaluation Criteria

Each SOP will be limited in length and judged as a demonstration of the consultant's capabilities and understanding of the services requested. Evaluation factors and maximum points will be as follows (maximum number of pages for each criterion is left to the consultant's discretion but must not exceed the specified total):

<u>Criteria</u>	<u>No. of Pages</u>	<u>Maximum Score</u>
a. Cover Sheet		Pass/Fail
b. Firm's Capabilities		20
c. Project Team		25
d. Understanding of Requested Services /Project		30
e. Affirmative Action Program		Pass/Fail

f. Resources	15
g. Supportive Information	10
h. DBE Policy & Participation Goal	<u>Pass/Fail</u>

TOTAL NOT TO EXCEED	30 pages	100
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- 6.3 Interviews are included, the consultants who make the short list must submit a completed salary and fee schedule for the proposed services at the time of the interview. Overhead information must also be included.

Section 7: General Information

- 7.1 The Agency may require any clarification or change it needs to understand the selected consultant's project approach. Any changes will be made before executing the contract and will become part of the final contract.

The successful consultant will be required to complete a Unit Price personal services contract (Attachment E).

The successful consultant must have Workers Compensation Insurance covering work in Oregon. The successful consultant must also submit documents addressing insurance, noncollusion, tax law, debarment and conflict of interest as part of the personal services contract.

Payment for any contract entered into as a result of this RFP will be made in accordance with the Scope of Work in Section 3.2. All billings will be processed through:

Metro
600 N.E. Grand Avenue
Portland, OR 97232-2736
Attention: Karen Thackston

- 7.2 The Agency reserves the right to reject any or all SOPs upon a good cause findings if it is in the public interest, and is not liable for any costs the consultant incurs while preparing or presenting the SOP. All SOPs will become part of the public file without obligation to the Agency.

The Agency reserves the right to cancel this RFP upon a good cause finding if it is in the public interest.

- 7.3 The Agency will award a contract to the consultant whose proposal would

be most advantageous to the Agency.

The selected consultant will be required to assume responsibility for all services outlined in the RFP, whether the consultant or a representative produces them. The Agency considers the selected consultant responsible for any and all contractual matters.

- 7.4 Consultants must use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- 7.5 Protests concerning the consultant selection process must be delivered in writing to the Agency within 14 days of the award announcement. Protests must specify the grounds upon which the protest is based. The Agency will review the protest, decide on appropriate action and contact all involved parties. The decision will be presented to all parties within 45 calendar days of receipt of the protest and will be the final Agency position.

EXHIBIT A

A. PROJECT ADMINISTRATION

Task A.1: Metro Task: Manage/Provide Staff Support for Project Meetings:

Process: Metro will provide planning and secretarial staff support to these committees and will coordinate meeting notices and other mailings. As needed, Metro will also coordinate briefings and information updates for other interested groups.

Task A.2: Metro Task: Form Project Steering Group (PSG)

Process: Metro will coordinate formation of a Project Steering Group (PSG) to oversee the study. The PSG will be a small "Blue Ribbon" committee of state and local leaders, jointly selected by JPACT, Metro Council, and the Oregon Transportation Commission (OTC), responsible for policy formulation and project guidance. The PSG will review study findings, and based on input from the CAC, PMG and Technical Advisory Committee, formulate policy recommendations to JPACT/Metro Council for conducting the pre-project study.

After a thorough review of the study findings and conclusions concerning congestion pricing, the PSG will develop policy recommendations concerning the political and technical feasibility of congestion pricing in the Portland region. These policy recommendations will be incorporated into the final report to FHWA and will form the basis for a recommendation on making application to conduct a congestion pricing demonstration project in the Portland area.

The PSG will guide the project through its policy recommendations. Metro will be the lead agency for the congestion pricing study. The congestion pricing study will produce information and recommendations for review by the groups involved in this process (i.e. TPAC, PSG, JPACT/Metro Council). Metro staff will provide appropriate and timely information for consideration at meetings of the PSG and Metro's policy-makers and their advisory committees. Staff will present information to other policy-making bodies in the region, as appropriate.

Product: Project Steering Group (PSG).

Task A.3: Metro Task: Form Project Management Group (PMG)

Process: Metro will coordinate formation of the project management group (PMG) to provide overall study coordination, including management and review of consultant work. The PMG will also coordinate review of study recommendations by the TAC and the CAC. The PMG will be chaired by Metro and will include policy-makers drawn from the local, regional and state agencies represented on JPACT.

Project: Project Management Group (PMG).

Task A.4: Metro Task: Form Technical Advisory Committee (TAC)

Process: Metro will coordinate formation of a Technical Advisory Committee (TAC) to advise the Project Management Group on technical matters relating to the congestion pricing pre-project study. The process to select members would include approval through JPACT/Metro Council resolution. Metro staff will chair this committee. As needed, the committee may request assistance on public involvement issues from the Partners for a Livable Community, a regional communications/public relations group representing state, regional and local government agencies.

Product: A Technical Advisory Committee (TAC).

Task A.5: Metro Task: Citizens Advisory Committee (CAC)

Process: The CAC will provide a forum for discussions among the region's many interest groups (e.g. businesses, environmental organizations, neighborhood associations). This committee would also generate broader public involvement by disseminating information from its members to those members' constituents. Metro's existing RTP CAC may be utilized and any process to select additional members will include approval through JPACT/Metro Council resolution.

Product: A Citizens Advisory Committee (CAC).

Task A.6: Metro Task: Management of Contracts and Budget

Process: Metro will review all financial and contractual agreements with consultants. Metro will maintain budget and financial records for tasks associated with the study. Metro will provide administrative support for consultant contracts. Metro, as lead agency, will receive FHWA

Congestion Pricing Pilot Program grant funding. Tasks undertaken by consultants will be performed and paid for under the terms of contractual agreements approved by the Joint Policy Advisory Committee on Transportation (JPACT) and signed by Metro, ODOT and the consultant. Metro will prepare and administer Intergovernmental Agreements with local agencies for their administrative and technical support.

Task A.7: Metro Task: Coordinate Preparation of Final Report

Process: Metro will review all written material submitted by Consultants for inclusion in the final report. Metro will coordinate with the Consultants on producing a final report of study activities, findings and recommendations.

PUBLIC INVOLVEMENT - SCOPE OF WORK (Phase I - Policy Development and Alternatives Analysis - 18 months)

Task 3.1.2 Consultant Task: Public Opinion Research

Process: The Consultant will conduct public opinion research to gauge public attitudes and awareness about congestion pricing as a possible congestion management tool in general in the region, and to test and evaluate various forms of communication materials.

Product: A written report of public opinion and attitudes about congestion pricing to use in developing (1) a public awareness and involvement media campaign and (2) materials for use in the public involvement program.

Task 3.1.3 Consultant Task Design and implement a Public Awareness and Involvement Media Campaign to educate the public about congestion pricing and to encourage involvement in the study.

Process: The Consultant will design a campaign to: (1) build awareness and interest, (2) educate and (3) solicit response from all targeted audiences. Current funding allows for advertising in major regional and sub-regional newspapers. Funding for radio and television production and advertising will be sought from FHWA if these media are recommended by the Consultant as critical to the success of the Study. The Consultant will be responsible for writing and producing advertisements and purchasing media space.

Product: Media campaign, advertisement writing and production material.

Task 3.1.4 Consultant Task: Develop and implement a public involvement program for Phase I outreach.

Process: The Consultant will develop and implement a program for broad public involvement. The program may include such forums as regional workshops, stakeholder meetings, speakers bureau, house meetings, and conferences. The program should also include the necessary training for 8-10 public outreach personnel who will be

involved in the outreach and involvement activities at the local level as suggested in Phase I.

Product: Public involvement plan, implemented public involvement program and trained outreach personnel.

Task 3.1.5 Consultant Task: Develop and produce presentation materials for Phase I outreach

Process: The Consultant will design, write and produce presentation materials used in Phase I outreach. Materials to be produced in Phase I include a video or slide show, fact sheets, and general informational brochures. Materials should be tailored to the specific public involvement forums proposed in Task 3.1.4.

Product: Presentation material for public involvement campaign.

Task 3.1.6 Consultant Task Ongoing public involvement support and training.

Process: The Consultant will monitor the public involvement program progress and be available as needed to refine the program, presentation materials, and provide training.

Product: Revised program materials.

Task 3.1.7 Consultant Task: Write and Produce Quarterly Newsletter.

Process: The Consultant will develop a quarterly newsletter to notify the public and interested groups of the status of the study and upcoming activities. The Consultant will write and produce the newsletter.

Product: Public Involvement newsletter.

Task 3.1.8 Joint Metro/Consultant Task; Record of Public Comment

Process: Public comment will be solicited and taken at a variety of meetings and hearings and during comment periods. The public will also have the opportunity to submit comments at any time by mail, telephone, fax machine or electronic mail. Metro and/or the Consultant will record all comments, both written and oral, for the

public record. Draft recommendations may be revised by the Consultant based on comments received, as appropriate.

Product: A written record of public comment concerning congestion pricing in the Portland region.

3.2 PUBLIC INVOLVEMENT - SCOPE OF WORK (Phase II-Selection of Preferred Alternative) - 6 months.

Task 3.2.1 Consultant Task: Public opinion research

Process: The Consultant will continue the work begun in Phase I on public opinion research, particularly as it related to the selection of a preferred alternative.

Product: A written report of public attitudes about congestion pricing.

Task 3.2.2 Consultant Task: Design and implement a Public Awareness and Involvement Media Campaign to educate the public about congestion pricing alternatives and to encourage participation in the study.

Process: The Consultant will continue the public involvement activities begun in Phase 1 by designing a campaign to (1) build on awareness and interest, (2) continue to educate the public and (3) solicit responses from all targeted audiences. Funding for radio and television production and advertising will be sought from FHWA if these media are recommended by the Consultant as critical to the success of the Phase II outreach. The Consultant will be responsible for writing and producing advertisements and purchasing media space.

Product: Media campaign; written advertisements and production.

Task 3.2.3 Consultant Task: Develop and implement a public involvement program for Phase I outreach and selection of alternatives.

Process: The Consultant will develop and implement a program for broad public involvement appropriate to the goals of Phase II. The program may include forums such as regional workshops,

stakeholder meetings, speakers bureau, house meetings, and conferences.

Product: Quarterly newsletter/ advertisements

Task 3.2.4 Consultant Task: Preparation of Materials for Presentations to Community Groups/Speakers Bureau

Process: Consultant Task. The Consultant will continue to assist Metro and its regional partners by developing presentation material for use at community groups to disseminate information concerning the selection of the preferred alternative. Presentation materials, including videos, maps and charts, will be developed and maintained for use by speakers. In addition, news releases and public service announcements will be developed and used at key milestones to keep the public informed of decisions and advancements in the congestion pricing study.

Product: Presentation display material for Phase II.

Task 3.2.5 Consultant Task: Final Report

Process: The Consultant will prepare a final report of public involvement activities, results, political feasibility and recommendations for conducting a congestion pricing pilot project in the Portland area.

EXHIBIT B

CERTIFICATION OF CONSULTANT (GRANTEE)

I hereby certify that I, _____ (name), am the duly authorized representative the firm of _____ whose address is _____, and that neither I nor the above firm (Grantee) 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.

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 _____, 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.

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

EXHIBIT C
FEDERAL REQUIREMENTS

1. Disadvantaged Business Enterprises (DBE)

The DBE goal for the personal services contract under this Agreement shall be twelve percent (12%).

Pursuant to 49 CFR 23.43(a), the following provisions are made a part of this contract:

- A. Policy. It is policy of the U.S. Department of Transportation (DOT) and Metro that DBEs 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 contract. Consequently, the DBE requirements of 49 CFR Part 23 apply to this contract.
- B. DBE Obligation. Contractor agrees to ensure that DBEs 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 contract. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT-assisted contracts.
- C. Contractor's failure to carry out the requirements set forth herein shall constitute a breach of contract, and may result in termination of the contract by Metro or such other remedy as Metro deems appropriate.

2. Equal Employment Opportunity

In connection with the execution of this contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontract for standard commercial supplies or raw materials.

3. Title VI Compliance

During the performance of this contract, Contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as "Contractor"), agrees as follows:

- A. Compliance with Regulations: Contractor shall comply with Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as "DOT") 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 herein incorporated by reference and made a part of this contract.

- B. Nondiscrimination: Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Metro or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to Metro, or the FTA, as appropriate, and shall set forth what effort it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of Contractor's noncompliance with the nondiscrimination provisions of this contract, Metro shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
- (1) Withholding of payments to Contractor under the contract until Contractor complies, and/or,
 - (2) Cancellation, termination or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: Contractor shall include the provisions of subparagraphs a through e of this Paragraph in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as Metro or the FTA 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, Contractor may request Metro to enter into such litigation to protect the interests of Metro, and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Cargo Preference

Contractor agrees:

- A. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

- B. To furnish within 30 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in subparagraph A of this Paragraph to Metro (through Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20550, marked with appropriate identification of the Project.
- C. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

5. Conservation

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321, et seq.).

6. Buy America

This procurement is subject to the Federal Transit Buy America Requirements in 49 CFR Part 661.

Section 165a of the Surface Transportation Assistance Act of 1982, as amended, permits FTA participation in this contract only if steel and manufactured products used in the contract are produced in the United States. By signing this contract, Contractor certifies that it will comply with requirements of section 165a of the Surface Transportation Assistance Act of 1982, as amended, and the regulations in 49 CFR Part 661.

7. Interest of Members of, or Delegates to Congress

No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

8. Prohibited Interest

Metro's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to subagreements.

9. Debarred Bidders

Neither Contractor, nor any officer or controlling interest holders of Contractor, is currently, or has been previously, on any debarred bidders list maintained by the United States Government or by the State of Oregon.

10. Maintenance and Inspection of Records

- A. Contractor shall maintain comprehensive records and documentation relating to this contract, and shall permit the authorized representatives of Metro, the U.S. Comptroller General, or the U.S. Department of Transportation to inspect and audit all records and documentation for a period of three (3) years after Metro has made final payment to Contractor.
- B. Contractor shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that Metro, the U.S. Comptroller General or the U.S. Department of

Transportation shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000.00, and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

- C. The period of access and examination for records that relate to (1) litigation of the settlement of claims arising out of the performance of this Contract, or (2) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until such litigation, claims or expectations have been disposed of.

11. Lobbying Prohibition/Certifications/Disclosures

This contract is subject to Section 319, Public Law 101-121 (31 U.S.C. 1352) and regulations promulgated thereto by the Office of Management and Budget, pursuant to which Metro may not expend funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. By signing this contract, Contractor agrees to comply with these laws and regulations.

A. Definitions. As used in this clause,

"Agency," as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) The extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established or otherwise recognized by a State for the performance of a government duty including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
- (3) A special Government employee as defined in section 202, title 18, U.S. Code; and,
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company association, authority, firm, partnership, society, State and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organizations or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional or interstate entity having governmental duties and powers.

B. Prohibition.

- (1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan or cooperative agreement to

pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph B(1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(b) For purposes of paragraph B(2)(i)(a) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.

(c) For purpose of paragraph B(2)(i)(a) of this section the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:

(1.) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale and service capabilities; and,

(2.) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) For purposes of paragraph B(2)(i)(a) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:

(1.) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2.) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

(3.) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by paragraph B(2)(i) of this section are allowable under paragraph B(2)(i).

(ii) Professional and technical services by Own Employees.

- (a) The prohibition on the use of appropriated funds, in paragraph B(1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
- (b) For purposes of paragraph B(2)(ii)(a) of this section, "professional and technical services" shall be limited advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspect of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award document.
- (d) Only those services expressly authorized by paragraph B(2)(ii) of this section are allowable under paragraph B(2)(ii).
- (iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

- (iv) Professional and technical services by Other than Own Employees.

- (a) The prohibition on the use of appropriated funds, in paragraph B(1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

- (b) For purposes of paragraph B(2)(iv)(a) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not all allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (e) Only those services expressly authorized by paragraph B(2)(iv) of this section are allowable under paragraph B(2)(iv).

C. Disclosure.

- (1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, set forth in this document, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.
- (2) Each person who requests or receives from an agency a Federal Contract shall file with that agency disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities", if such a person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.
- (3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph c(2) of this section. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or,

- (b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (c) A change in the officer(s), employee(s) or member(s) contacted to influence or attempt to influence a covered Federal action.
- (4) Any person who requests or receives from a person referred to in paragraph (C)(1) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph C(1) of this section. That person shall forward all disclosure forms to the agency.

D. Agreement.

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

E. Penalties.

- (1) Any person who makes an expenditure prohibited under paragraph B of this clause shall be subjected to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- (2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (3) Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.

F. Cost Allowability.

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

regs
08/30/93

COVER SHEET

STATEMENT OF QUALIFICATIONS/STATEMENT OF PROPOSAL

(_____)
(Project Title)

(_____)
(Work Element)

Metro

Name of Firm _____

Mailing Address _____

Contact Person _____

Telephone _____

Fax _____

the _____ (Name of Firm) accepts all the terms and conditions contained in
Qualifications/Proposal dated _____ (Project Title) Request for
and the attached sample contract:

Signature of authorized representative _____

Date _____

Type name of authorized representative _____

Type name of person(s) authorized to negotiate contracts _____

Type name of person(s) authorized to sign contracts _____

The assigned DBE participation goal on this project is _____ percent. List the name, address, and a
brief description of work committed to each certified DBE (see Section 8 of the RF_____).

DBE Firm Name: _____

Certification No. _____

Address: _____

Work Committed: _____

DBE Firm Name: _____

Certification No. _____

Address: _____

Work Committed: _____

etc: If more than two DBE firms are involved in this project, list other firms on a blank sheet of white paper and
attach to this page.

Exhibit E

PERSONAL SERVICES AGREEMENT

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

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. The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost. 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 insurances, 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 thirty (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.
- f. Contractor shall provide to Metro a certificate of this insurance and thirty (30) days advance notice of material change or cancellation. The Contractor shall furnish acceptable insurance certificates to Metro at the time Contractor returns signed contracts. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause. Insuring companies or entities are subject to Metro acceptance. If requested, complete policy copies shall be provided to Metro. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retention, and/or self-insurance.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any an 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. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

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. 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.

10. 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.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provision 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.

12. 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, 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.

13. 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.

14. 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.

15. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor Three (3) 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.

16. 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.

17. 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.

18. 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.

CONTRACTOR

METRO

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

E:\gm\clerical\shenise\form\lodot.psa
10/06/94

Exhibit F

DBE Program Policy

DBE Program Policy: It is the policy of the Oregon Department of Transportation (ODOT), its recipients and contractors to provide Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 23 and the Transportation Assistance Acts of 1982 and 1987, with maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

Good Faith Efforts: To determine whether a consultant who has failed to meet the assigned goal may receive the contract, ODOT must decide whether the efforts put forth by the consultant were good faith efforts toward meeting the goal. Consultants failing to meet the assigned goal must include documentation of their good faith efforts in performing the following:

- a. The consultant attended any presolicitation or prebid meetings that were scheduled to inform disadvantaged, minority, or women business enterprises of contracting and subcontracting opportunities on the project;
- b. The consultant identified and selected specific economically feasible units of the project to be performed by disadvantaged, minority, or women business enterprises to increase the likelihood of participation by such enterprises;
- c. The consultant advertised in general circulation, trade association, minority and trade oriented, women-focus publications, if any, concerning the subcontracting;
- d. The consultant provided written notice to a reasonable number of specific disadvantaged, minority, or women business enterprises, identified from a list of certified disadvantaged, minority, or women business enterprises provided or maintained by the Department for the selected subcontracting in sufficient time to allow the enterprises to participate effectively;
- e. The consultant followed up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested;
- f. The consultant provided interested disadvantaged, minority, or women business enterprises with adequate information about the plans, specifications and requirements for the selected subcontracting;
- g. The consultant negotiated in good faith with the enterprises, and did not without justifiable reason reject any disadvantaged, minority, or women business enterprises;
- h. Where applicable, the consultant advised and made efforts to assist interested disadvantaged, minority, or women business enterprises in obtaining bonding, lines of credit, or insurance required by the Department or contractor;
- i. The consultant's efforts to obtain disadvantaged, minority, or women business enterprise participation were reasonably expected to produce a level of participation sufficient to meet the goals or requirements of the Department; and
- j. The consultant used the services of minority community organizations, minority contractor groups, local, state and federal minority business assistance offices and other organizations identified by the Advocate for Minority and Women Business that provide assistance in the recruitment and placement of disadvantaged, minority, or women business enterprises.

REQUEST FOR PROPOSAL

for

Portland Area Pre-Project Study of Congestion Pricing Public Involvement Component

Requested by:

**Metro (the Portland region MPO) and the
Oregon Department of Transportation (ODOT)**

Metro

**600 N.E. Grand Avenue
Portland, OR 97232-2736**

ODOT

**123 N.W. Flanders Street
Portland, OR 97209-4037**

December 19, 1995

Federal Aid # CP-0041(001)

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Certification of Consultant	Exhibit B
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Request for Proposal
Portland Area Pre-Project Study of Congestion Pricing
Metro and The Oregon Department of Transportation (ODOT)

Introduction

Metro and ODOT, hereafter known as Agency is seeking the services of a qualified consultant to develop the Public Involvement component for the two-year, two-phase pre-project study of congestion pricing in the Portland area.

In a recent values and beliefs study conducted by the Oregon Business Council, congestion ranked with crime and education as a major concern held by the residents of the Portland area. Although the rush hour commute in the Portland area appears relatively tame when compared with other major urban areas across the country, it is an increasing concern and problem, especially in light of the population projections for the Metro region.

In August, 1995 the Federal Highway Administration (FHWA) approved a joint Metro/ODOT application to conduct a pre-project study of congestion pricing in the Portland area. The study is authorized by Section 1012(b) of the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 as published in the November 24, 1992 Federal Register.

The Portland region views the study approval as an important opportunity to conduct a comprehensive investigation of the benefits and costs of congestion pricing, and the technical and political feasibility of pricing as a market-based strategy to affect the amount of travel, mode choice, direction and time of travel to relieve traffic congestion. The overall study will focus on the following issues:

- Defining and evaluating pricing alternatives, including their geographic location and the population which would be affected.
- Evaluation of the technology to implement a congestion pricing demonstration project.
- Determination of the impacts of congestion pricing on business, land development, and low income drivers.
- Assessment of the environmental impacts that might be created, and the development of appropriate mitigation measures.
- Determination of the appropriate fees for congestion pricing, an estimation of revenues, and a determination of how best to utilize the revenue.

- Identification of the legal barriers which may prevent the implementation of congestion pricing in the Portland area, and development of a strategy to overcome them.

In order to address these issues, the Congestion Pricing Pre-Project Study has two components: Technical Work and Public Involvement. Metro and ODOT have separated the consulting effort into two contracts so that decision makers can have direct lines of management and communication with the experts in both areas. While there is a recognized contractual separation between public involvement and technical work, it is important for this study that the overall study focus be a single and coordinated effort. Consequently, the teams/firms which propose on either study component should be aware of and reflect a strategy to assure that the overall study effort is coordinated.

The Consulting services for the Public Involvement component will include the design of a replicable process for gaining public and political consensus on the feasibility of congestion pricing in the Portland region. The purpose of outreach in Phase I is to introduce the public to the study, to educate the public about congestion pricing, to solicit their feedback about the opportunities and barriers that congestion pricing in the Portland area might pose, and to provide input into the selection of alternatives to be examined in detail in Phase II.

The purpose of the Phase II outreach program is to make the public aware of the alternatives for implementation of congestion pricing, and to involve the community in the evaluation and selection of a preferred alternative.

Individual teams will be evaluated on the soundness of their approach with particular emphasis on an understanding of the work and the various tasks to be performed in the Scope of Work (Section 3.1). Proposers are encouraged to submit proposals that include more and/or less tasks and associated funding amounts than suggested in this SOP as deemed appropriate to complete the study. However, Metro reserves the right to approve the final workscope.

The contract is anticipated to start in March 1996, and will cover approximately a two-year period. The total value of the contract is \$356,000. The Agency reserves the right to amend this contract for additional time and/or money contingent upon need and the availability of approved funding.

Section 1: SOP Submittal and Closing Date

One reproducible original and five copies of the Statement of Proposal (SOP) must be received by 5:00 p.m. on Friday, February 2, 1996

Neither late nor faxed submittals will be accepted. Firms submitting SOPs not in

compliance with Section 4 will be considered nonresponsive.

SOPs must be addressed to: Mike Hoglund, Manager
Regional Transportation Planning Section
Metro Regional Center
600 N.E. Grand Avenue
Portland, OR 97232-2736
Telephone: (503) 797 - 1743

Section 2: Inquiries

Metro will respond to both procedural and substantive questions prior to the proposal deadline.

- 2.1 Procedural inquiries regarding the application process should be directed to Rich Ledbetter at (503) 797-1761.
- 2.2 Substantive inquiries concerning the study shall be addressed to:

Mike Hoglund, Manager
Regional Transportation Planning
Metro Regional Center
600 N.E. Grand Avenue
Portland, OR 97232-2736
FAX: (503) 797 - 1794

- 2.3 Substantive responses will include the following:

- 2.3.1 Metro will respond to all written substantive inquiries, as appropriate. All substantiative inquiries must be received seven (7) days prior to the SOP due date.

- 2.3.2 Metro and ODOT will host a pre-proposal meeting to answer questions from Proposers prior to the application deadline. A written summary of meeting questions/issues will be available for Proposers who cannot attend. Requests should be directed to the above address. The meeting will be scheduled as follows:

Date: January 16, 1996

**Place: Metro Regional Center, 600 N.E. Grand Avenue,
Portland, OR 97232**

Time: 10:00 AM - 12:00 Noon

Location: Council Chambers (3rd Floor)

Section 3: Statement of Work and Delivery Schedule

3.1 Desired Products and Services

This Scope of Work describes the consultant work tasks to complete the Public Involvement component for the federally funded two-year, two-phase pre-project study of congestion pricing in the Portland region. Metro will contract with a consultant for public involvement work tasks described below. The work has been separated for Phase I Public Involvement (Policy Development and Alternatives Analysis), and Phase II Public Involvement (Selection of Preferred Alternative).

Note: A copy of the Administrative tasks and committee structure established by Metro for conducting the study, and the Technical Work Scope is included in Exhibit A. This information is provided to assist the Proposer in understanding the general decision making process and overall context of the two-year study.

3.1.1 Public Involvement Program - General Description

The congestion pricing pre-project study will assess the feasibility of a congestion pricing pilot project for the Portland area. The study will use a public involvement process to introduce the concept of congestion pricing and to make the public more aware of how it can be used as a congestion management tool in this region. Because congestion pricing is a new technique and concept, it will be necessary to educate both citizens and policy makers about the opportunities and constraints it presents.

The consultant will be asked to design and implement a public education,

outreach and involvement process for the Portland region. This process should be designed to serve as a model that could be used by other jurisdictions seeking to implement a congestion pricing demonstration project.

An outline of the tasks that might be included in such a process are listed below. These tasks were identified in a public involvement plan approved by FHWA when it awarded ODOT the funds to finance this pre-project study. They are included as a guide to the consultant rather than an inflexible requirement. The consultant should use their expertise and best judgement to evaluate the following public involvement program and develop those specific tasks and products that accomplish the goals of the project (see Introduction) within the budget provided.

PUBLIC INVOLVEMENT - SCOPE OF WORK (Phase I - Policy Development and Alternatives Analysis - 18 months)

Task 3.1.2 Consultant Task: Public Opinion Research

Process: The Consultant will conduct public opinion research to gauge public attitudes and awareness about congestion pricing as a possible congestion management tool in general in the region, and to test and evaluate various forms of communication materials.

Product: A written report of public opinion and attitudes about congestion pricing to use in developing (1) a public awareness and involvement media campaign and (2) materials for use in the public involvement program.

Task 3.1.3 Consultant Task Design and implement a Public Awareness and Involvement Media Campaign to educate the public about congestion pricing and to encourage involvement in the study.

Process: The Consultant will design a campaign to: (1) build awareness and interest, (2) educate and (3) solicit response from all targeted audiences. Current funding allows for advertising in major regional and sub-regional newspapers. Funding for radio and television production and advertising will be sought from FHWA if these media are determined to be critical to the success of the Study. The Consultant will be responsible for writing and producing advertisements and purchasing media space.

Product: Media campaign, advertisement writing and production material.

Task 3.1.4 Consultant Task: Develop and implement a public involvement program for Phase I outreach.

Process: The Consultant will develop and implement a program for broad public involvement. The program may include such forums as regional workshops, stakeholder meetings, speakers bureau, house meetings, and conferences. The program should also include the necessary training for 8-10 public outreach personnel who will be involved in the outreach activities at the local level.

Product: Public involvement plan, implemented public involvement program and trained outreach personnel.

Task 3.1.5 Consultant Task: Develop and produce presentation materials for Phase I outreach

Process: The Consultant will design, write and produce presentation materials used in Phase I outreach. Materials to be produced in Phase I include a video or slide show, fact sheets, and general informational brochures. Materials should be tailored to the specific public involvement forums proposed in Task 3.1.4.

Product: Presentation material for public involvement campaign.

Task 3.1.6 Consultant Task Ongoing public involvement support and training.

Process: The Consultant will monitor the public involvement program progress and be available as needed to refine the program, presentation materials, and provide training.

Product: Revised program materials.

Task 3.1.7 Consultant Task: Write and Produce Quarterly Newsletter.

Process: The Consultant will develop a quarterly newsletter to notify the public and interested groups of the status of the study and upcoming activities. The Consultant will write and produce the newsletter.

Product: Public Involvement newsletter.

Task 3.1.8 Joint Metro/Consultant Task; Record of Public Comment

Process: Public comment will be solicited and taken at a variety of meetings and hearings and during comment periods. The public will also have the opportunity to submit comments at any time by mail, telephone, fax machine or electronic mail. Metro and/or the Consultant will record all comments, both written and oral, for the public record. Draft recommendations may be revised by the Consultant based on comments received, as appropriate.

Product: A written record of public comment concerning congestion pricing in the Portland region.

3.2 PUBLIC INVOLVEMENT - SCOPE OF WORK (Phase II-Selection of Preferred Alternative) - 6 months.

Task 3.2.1 Consultant Task: Public opinion research

Process: The Consultant will continue the work begun in Phase I on public opinion research, particularly as it related to the selection of a preferred alternative.

Product: A written report of public attitudes about congestion pricing.

Task 3.2.2 Consultant Task: Design and implement a Public Awareness and Involvement Media Campaign to educate the public about congestion pricing alternatives and to encourage participation in the study.

Process: The Consultant will continue the public involvement activities begun in Phase 1 by designing a campaign to (1) build on awareness and interest, (2) continue to educate the public and (3) solicit responses from all targeted audiences. The Consultant will be responsible for writing and producing advertisements and purchasing media space, if needed.

Product: Media campaign; written advertisements and production.

Task 3.2.3 Consultant Task: Develop and implement a public involvement program for Phase I outreach and selection of alternatives.

Process: The Consultant will develop and implement a program for broad public involvement appropriate to the goals of Phase II. The program may include forums such as focus groups, stakeholder meetings, speakers bureau, house meetings, and work sessions..

Product: Quarterly newsletter/ advertisements

Task 3.2.4 Consultant Task: Preparation of Materials for Presentations to Community Groups/Speakers Bureau

Process: Consultant Task. The Consultant will continue to assist Metro and its regional partners by developing presentation material for use at community groups to disseminate information concerning the selection of the preferred alternative. Presentation materials, including videos, maps and charts, will be developed and maintained for use by speakers. In addition, news releases and public service announcements will be developed and used at key milestones to keep the public informed of decisions and advancements in the congestion pricing study.

Product: Presentation display material for Phase II.

Task 3.2.5 Consultant Task: Final Report

Process: The Consultant will prepare a final report of public involvement activities, results, political feasibility and recommendations for conducting a congestion pricing pilot project in the Portland area.

3.3 Selection Schedule

The following dates are confirmed:

Proposal Package Advertised/ Available	1/4/96
Pre-Proposal Meeting to answer Questions/Issues	1/16/96
Proposals Deadline	2/2/96

Metro anticipates the following schedule (dates are approximate) for interviews and contract approval.

Notice of Interviews	2/12/96 to 2/13/96
Interviews	2/19/96 to 2/23/96
Consultant Selected	2/28/96
Contract Executed	3/5/96
Notice to proceed	3/8/96

Section 4: SOP Contents

- 4.1 The consultant shall submit a definite proposal for the end results set forth in the RFP. The proposal shall describe the consultants qualifications, intended performance, proposed time line for the prescribed activities and the resources required to perform the activities.
- 4.2 Proposals that merely repeat requirements of the scope of work will be considered non-responsive to this request and will not be considered.
- 4.3 Each SOP must contain:

- a. Cover Sheet (Exhibit D) Pass/Fail
- b. Scope of Work and Schedule Pass/Fail

See Section 3.1.

- c. Firm's Capabilities Max. Score 20

This relates to the firm's capabilities with regard to the requested services. The response must include at least three references (with telephone numbers) and should address the following:

- Similar projects, by type and location, performed within the last three years, that best characterize work quality and cost control
- Internal procedures and/or policies related to work quality and cost control
- Management and organizational structure

- Other on-going projects
- Availability to perform the work for the duration of the contract.

d. Project Team

Max. Score 25

This relates to the project principal, the project manager, key staff and sub-consultants. The basic question is how well the team's qualifications and experience relate to the requested services:

- Extent of principal involvement
- Current employer, assignments and location of key members
- Names of key members who will be performing the work on this project and their responsibilities
- Qualifications and relevant individual experience, including sub-consultants
- Experience as a team on similar or related projects
- Project Manager's experience with similar projects and interdisciplinary teams.

e. Understanding of Requested Services/Project

Max. Score 30

This relates to the basic or preliminary understanding of the requested services. Is there a clear and concise understanding of the project based on existing information? Is there a general description of the purpose of this project and the chief issues to be addressed?

f. Affirmative Action Program

Pass/Fail

The Agency values diversity in its work force and in the work force of its consultants. The response must include the following:

- A formal statement of nondiscrimination in employment by the consultant
- A description of the firm's affirmative action program¹. Firms of 50 people or less do not need a formal program, but must have a policy

It should also include:

- Past accomplishments in the area of affirmative action
- Diversity of work force in terms of minorities and women

¹

An "Affirmative Action Program" is defined as a set of policies and action steps designed to achieve equitable representation of women and minorities in the consultant's work force.

- History of subcontracting with minority and women-owned businesses
- Minority and female recruiting practices

g. Resources

Max. Score 15

This relates to the total resources allocated to each given task of the proposed scope of work (*examples: compatible computer equipment, adequate survey equipment*).

h. Supportive Information

Max. Score 10

Supportive material may include graphs, charts, photos, resumes, additional references, etc.

i. DBE Policy and Participation Goal

Pass/Fail

The assigned DBE participation goal on this project is 12 percent and shall apply to the contract as amended and/or extended. Only DBEs certified by the Office of Minority, Women and Emerging Small Business (OMWESB), Agency of Consumer and Business Services, Labor and Industries Building, Salem, Oregon 97310 may be used to meet the assigned goal. Questions regarding DBE certification status should be directed to OMWESB at (503) 378-5651.

Consultants shall include the name, address and brief description of work committed to each certified DBE.

DBEs bidding as prime contractors must meet the assigned project goal, and may count their own participation toward achievement of the DBE contract goal for contracts up to \$100,000. For contracts in excess of \$100,000, DBEs bidding as prime contractors may not count their own participation toward achievement of the DBE goal.

The Agency has adopted ODOT's DBE Program Policy, described in Exhibit F.

SOP's not meeting ALL pass/fail criteria will be considered non-responsive and shall be rejected.

Section 5: SOP Format and Length

The SOP must not exceed 30 pages, including the required cover sheet. The SOP must be

organized in accordance with the list of SOP contents below.

One page is considered to be one side of a single 8-1/2" x 11" page, and the minimum font size is 12 point for the text (consultants may use their discretion for other materials, e.g. graphics). Firms using a type smaller than 12 point shall be considered non-responsive.

Section 6: SOP Evaluation and Consultant Selection

- 6.1 The consultant selection process will be carried out under *ORS 279.051* and *Oregon Administrative Rule 731-10-030 dated November 22, 1994 and Chapter 125, Division 65,*

The SOP will be evaluated on the completeness and quality of content as described in Section 4 and the corresponding evaluation criteria described in Section 6. In addition, qualifications must include demonstrated ability in the following:

- Experience developing and conducting public outreach processes including experience in developing grassroots interest for politically sensitive issues and facilitating large and small groups meetings.
- Ability to translate technical findings into information that is easily understood by the general public and by decision makers.
- Experience in conducting public opinion research including designing and conducting telephone surveys and focus groups to determine public awareness and to evaluate public sentiment for innovative public policy initiatives.
- Experience in media strategy development, creativity, market analysis, public opinion interpretation, design and writing of ads, and media placement.
- Familiarity with local, regional and state political environment.
- Experience and ability to perform on a project involving coordination of various consultants as part of a single project.

Interviews may be conducted with the top ranked firms at the Agency's option. The evaluation committee's recommendation will be submitted to Metro for approval.

6.2 Evaluation Criteria

Each SOP will be limited in length and judged as a demonstration of the consultant's capabilities and understanding of the services requested. Evaluation factors and

maximum points will be as follows (maximum number of pages for each criterion is left to the consultant's discretion but must not exceed the specified total):

Criteria	Maximum Score
a. Cover Sheet	Pass/Fail
b. Firm's Capabilities	20
c. Project Team	25
d. Understanding of Requested Services /Project	30
e. Affirmative Action Program	Pass/Fail
f. Resources	15
g. Supportive Information	15
h. DBE Policy & Participation Goal	Pass/Fail
TOTAL NOT TO EXCEED	30 PAGES

- 6.3 Interviews are included, the consultants who make the short list must submit a completed salary and fee schedule for the proposed services at the time of the interview. Overhead information must also be included.

Section 7: General Information

- 7.1 The Agency may require any clarification or change it needs to understand the selected consultant's project approach. Any changes will be made before executing the contract and will become part of the final contract.

The successful consultant will be required to complete a Unit Price personal services contract (Exhibit E).

The successful consultant must have Workers Compensation Insurance covering work in Oregon. The successful consultant must also submit documents addressing insurance, noncollusion, tax law, debarment and conflict of interest as part of the personal services contract.

Payment for any contract entered into as a result of this RFP will be made in accordance with the Scope of Work in Section 3.1 and 3.2 All billings will be processed through:

Metro
600 N.E. Grand Avenue
Portland, OR 97232-2736
Attention: Karen Thackston

- 7.2 The Agency reserves the right to reject any or all SOPs upon a good cause findings if it is in the public interest, and is not liable for any costs the consultant incurs while preparing or presenting the SOP. All SOPs will become part of the public file without obligation to the Agency.

The Agency reserves the right to cancel this RFP upon a good cause finding if it is in the public interest.

- 7.3 The Agency will award a contract to the consultant whose proposal would be most advantageous to the Agency.

The selected consultant will be required to assume responsibility for all services outlined in the RFP, whether the consultant or a representative produces them. The Agency considers the selected consultant responsible for any and all contractual matters.

- 7.4 Consultants must use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

- 7.5 Protests concerning the consultant selection process must be delivered in writing to the Agency within 14 days of the award announcement. Protests must specify the grounds upon which the protest is based. The Agency will review the protest, decide on appropriate action and contact all involved parties. The decision will be presented to all parties within 45 calendar days of receipt of the protest and will be the final Agency position.

EXHIBIT A

A. PROJECT ADMINISTRATION

Task A.1: Metro Task: Manage/Provide Staff Support for Project Meetings:

Process: Metro will provide planning and secretarial staff support to these committees and will coordinate meeting notices and other mailings. As needed, Metro will also coordinate briefings and information updates for other interested groups.

Task A.2: Metro Task: Form Project Steering Group (PSG)

Process: Metro will coordinate formation of a Project Steering Group (PSG) to oversee the study. The PSG will be a small "Blue Ribbon" committee of state and local leaders, jointly selected by JPACT, Metro Council, and the Oregon Transportation Commission (OTC), responsible for policy formulation and project guidance. The PSG will review study findings, and based on input from the CAC, PMG and Technical Advisory Committee, formulate policy recommendations to JPACT/Metro Council for conducting the pre-project study.

After a thorough review of the study findings and conclusions concerning congestion pricing, the PSG will develop policy recommendations concerning the political and technical feasibility of congestion pricing in the Portland region. These policy recommendations will be incorporated into the final report to FHWA and will form the basis for a recommendation on making application to conduct a congestion pricing demonstration project in the Portland area.

The PSG will guide the project through its policy recommendations. Metro will be the lead agency for the congestion pricing study. The congestion pricing study will produce information and recommendations for review by the groups involved in this process (i.e. TPAC, PSG, JPACT/Metro Council). Metro staff will provide appropriate and timely information for consideration at meetings of the PSG and Metro's policy-makers and their advisory committees. Staff will present information to other policy-making bodies in the region, as appropriate.

Product: Project Steering Group (PSG).

- Task A.3: Metro Task: Form Project Management Group (PMG)
- Process: Metro will coordinate formation of the project management group (PMG) to provide overall study coordination, including management and review of consultant work. The PMG will also coordinate review of study recommendations by the TAC and the CAC. The PMG will be chaired by Metro and will include policy-makers drawn from the local, regional and state agencies represented on JPACT.
- Project: Project Management Group (PMG).
- Task A.4: Metro Task: Form Technical Advisory Committee (TAC)
- Process: Metro will coordinate formation of a Technical Advisory Committee (TAC) to advise the Project Management Group on technical matters relating to the congestion pricing pre-project study. The process to select members would include approval through JPACT/Metro Council resolution. Metro staff will chair this committee. As needed, the committee may request assistance on public involvement issues from the Partners for a Livable Community, a regional communications/public relations group representing state, regional and local government agencies.
- Product: A Technical Advisory Committee (TAC).
- Task A.5: Metro Task: Citizens Advisory Committee (CAC)
- Process: The CAC will provide a forum for discussions among the region's many interest groups (e.g. businesses, environmental organizations, neighborhood associations). This committee would also generate broader public involvement by disseminating information from its members to those members' constituents. Metro's existing RTP CAC may be utilized and any process to select additional members will include approval through JPACT/Metro Council resolution.
- Product: A Citizens Advisory Committee (CAC).
- Task A.6: Metro Task: Management of Contracts and Budget
- Process: Metro will review all financial and contractual agreements with consultants. Metro will maintain budget and financial records for tasks associated with the study. Metro will provide administrative support for consultant contracts. Metro, as lead agency, will receive FHWA

EXHIBIT A

A. PROJECT ADMINISTRATION

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Product: Project Steering Group (PSG).

- Task A.3: Metro Task: Form Project Management Group (PMG)
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- Project: Project Management Group (PMG).
- Task A.4: Metro Task: Form Technical Advisory Committee (TAC)
- Process: Metro will coordinate formation of a Technical Advisory Committee (TAC) to advise the Project Management Group on technical matters relating to the congestion pricing pre-project study. The process to select members would include approval through JPACT/Metro Council resolution. Metro staff will chair this committee. As needed, the committee may request assistance on public involvement issues from the Partners for a Livable Community, a regional communications/public relations group representing state, regional and local government agencies.
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- Product: A Citizens Advisory Committee (CAC).
- Task A.6: Metro Task: Management of Contracts and Budget
- Process: Metro will review all financial and contractual agreements with consultants. Metro will maintain budget and financial records for tasks associated with the study. Metro will provide administrative support for consultant contracts. Metro, as lead agency, will receive FHWA

Congestion Pricing Pilot Program grant funding. Tasks undertaken by consultants will be performed and paid for under the terms of contractual agreements approved by the Joint Policy Advisory Committee on Transportation (JPACT) and signed by Metro, ODOT and the consultant. Metro will prepare and administer Intergovernmental Agreements with local agencies for their administrative and technical support.

Task A.7: Metro Task: Coordinate Preparation of Final Report

Process: Metro will review all written material submitted by Consultants for inclusion in the final report. Metro will coordinate with the Consultants on producing a final report of study activities, findings and recommendations.

TECHNICAL WORK PROGRAM (Phase I-Policy Development and Alternatives Analysis) - 18 months.

3.1.1 Joint Metro/Consultant Task: Kick-off Meeting/Revised Work Scope

Process: The Consultant will meet with Metro technical staff and the Project Manager to discuss technical work tasks in the Scope of Work and to suggest revisions as necessary to complete the project.

Product: A revised technical work scope.

3.1.2 Consultant Task: Develop Baseline Model Data

Process: The Consultant will use Metro's travel forecasting model and staff to develop information on regional travel patterns and system conditions, with a focus on problem locations and facilities for congestion and air quality. This data will be further refined and used to identify candidate projects for the application of congestion pricing. Candidate projects will include corridor, facility, and area-wide locations.

3.1.3 Consultant Task: Update current travel models and base travel data with results from the 1994 household survey.

Process: Note: Tasks 3.1.2 and 3.1.3 are complementary, and must be undertaken together. These tasks are designed to improve the current models so as to be credible for the development of price elasticities and the value of time for identified market segments. A preliminary Metro estimate would allocate about half the phase one budget to these tasks, along with significant Metro staff resources. The proposer(s) should develop their own estimates and priorities.

The primary task will be to re-estimate the mode choice models for Home-Work Trips and Home-Other trips using the same basic structure as the old (1985) based models. The major difference will be in the data collected which has perceived parking costs for all travellers (not only auto travellers). The impedances will also be vastly improved and the new models must include travel costs indexed to income (the old models did not). It is expected that

preliminary work on the analysis of the stated preference pricing survey (Task 3.1.5 should be carried out in concert with this task with some iteration) will suggest a market segmentation scheme to separate groups that have markedly different price elasticities.

Other tasks will include the possible revision of destination choice models for the HBO purpose, again informed by destination choice information contained in the SP survey (not very detailed).

Other model improvements may be required as the project becomes informed by the new data, for example trip generation (trips foregone due to pricing).

Product: With Metro staff, recalibrate the base year (1994) model.

3.1.4 Consultant Task: Describe the base transportation supply and demand conditions in 2015.

Process: The Consultant will work with Metro travel forecasting staff to develop a clear picture of longer distance travel patterns that might be appropriate for congestion pricing. The current models are implemented in EMME/2 which the consultant can access remotely if so desired. Alternatively Metro forecasting staff can operate the models to create outputs suitable for the consultants' analysis. It is almost certain that the analysis will have to be carried out for the RTP future horizon in order to have enough congestion to make a response to pricing likely.

Product: A description of the basic demand and supply conditions, with particular emphasis on possible candidate locations for implementation. This should include major origin-destination patterns, volume/capacity analysis and transit level of service and demand characteristics for the same candidate locations.

3.1.5 Consultant Task: Reapplication of base model from 3.1.4 for 2015 with pricing.

Process: Following the base model changes the models will be re-applied to determine the base (non-priced) performance for 2015 with a model structure that will be used to include pricing effects. A basic demand and supply description will be developed including some,

or all of the following items.

- Network (Highway and Transit)
- Capacities (Highway and Transit)
- Transit Line Itineraries and Frequencies
- Cost and Fare Assumptions (auto operating, parking, transit fares)
- Trips by Purpose
- Trip Tables by Purpose by Time of Day (Peak/Off Peak)
- Highway and Transit Assignments by Time of Day (peak/Off Peak)
- Link Level Travel Times / Speed by Time of Day
- Link Level Congestion (V/C)
- Hours of Travel
- Hours of Delay
- VMT

Product: Updated EMME/2 travel forecasting baseline data, maps and charts for use at public meetings and focus groups, and alternatives analysis.

3.1.6 Consultant Task: Develop Alternative Scenarios and Ranking Criteria

Process: The Consultant will produce a set of alternative facility, corridor, sub-area, and possibly regional scenarios (tentatively 12-15) for testing congestion pricing in the region. For analysis and public information purposes, a hypothetical regional pricing application may be designed. The regional application would show overall system benefits of a full pricing scenario. The regional application could test for changes in delay, emissions, and costs as opposed to the baseline long range transportation plan (RTP).

The public will have an opportunity to have input into the selection of scenarios through focus groups and public forums. Each option will undergo an initial screening by the Consultant to determine if it should be considered further and included in the modeling exercise. Evaluation criteria to use in ranking the modeled alternatives will also be developed.

3.1.7 Consultant Task: Develop initial screening criteria to determine if the alternative should be considered for further analysis and modeling.

Process: Separate screening criteria should be developed for areas, corridors and facilities. These criteria should look at both administrative and technical factors such as ease of implementation and potential for reducing vehicle trips.

Product: Matrix of initial screening criteria to narrow candidate locations for detailed modeling.

3.1.8 Consultant Task: Finalize list of congestion pricing alternative scenarios to be modeled.

Process: This task will include identification of candidate locations (including suggestions made by the public) and screening of the candidates using the criteria established in task 3.1 above. The scope of alternatives may include areas, corridors and facilities. Alternatives will be selected based on criteria consistent with transportation system performance objectives. This task will also include production of a report documenting the screening process, including identification of the candidates and the results of the screening process.

Product: Written report identifying candidate locations for modeling and the screening process.

3.1.9 Consultant Task: Develop evaluation criteria for selection and ranking of alternative scenarios from Task 3.1.8

Process: At a minimum, the criteria will include consideration of the following factors:

- Congestion reduction. Potential for significant congestion reduction (reduction in the volume to capacity ratio below 0.9) in priced locations.
- Social and economic impacts on neighborhoods and businesses. Impacts to businesses along the priced routes as well as other affected areas; traffic impacts on neighborhoods; changes in accessibility to community facilities; right of privacy concerns by drivers as a result of the tolling technology.
- Environmental assessment. Noise impacts and other

environmental effects of traffic attempting to bypass the priced facility; changes in travel safety; effects of project alternative on sensitive biological resources.

- Equity impacts on lower income drivers. Economic impacts of project alternative on lower income drivers and potential mitigation measures.
- Avoided cost. Facilities where the projected 2015 congestion could be reduced by pricing rather than capacity enhancement would receive priority in ranking.
- Mobility/transit enhancement. Impacts of the project alternative on normal commute patterns and the availability of alternative routes and modes. pricing should only be applied to facilities where substantial transit capacity is present, easily instituted or included as part of Tri-Met's strategic plan.
- Legal feasibility. Potential legal impediments to implementation in addition to the need for state legislation authorizing toll collection. (Note: Senate Bill 626 would allow toll roads in the Newburg/Dundee area of Oregon and looks as if it will be passed by the 1995 Oregon legislature.)
- Revenue/cost issues. Potential costs to be incurred and revenues to be raised by the project alternative; scenarios showing possible uses of the revenue and most likely outcomes; public concerns and political issues that may be raised as a result of revenue questions.
- Tolling technology/enforcement/engineering issues. The type of tolling technology proposed by the project alternative; impacts of technology requirements; engineering feasibility issues; scenarios for effective enforcement and related issues.
- Air quality. Projections for impact on regional ozone and carbon monoxide pollution.
- VMT reduction. Although congestion reduction is the assumed goal, projects structured to achieve both congestion

relief and VMT reduction will receive priority consideration.

Product: Alternative congestion pricing scenarios and ranking criteria.
Technical report describing the screening process.

3.1.10 Consultant Task: Develop elasticities and/or factors for incorporation into Metro's Regional Travel Model in order to evaluate congestion pricing alternatives

Process: Following the fielding of Metro's 1994 Household Survey, a subset of approximately 600 households also completed a "stated preference" survey relating to people's different stated behavioral actions relative to various congestion pricing schemes. By asking people what they would do under alternative pricing scenarios, data was collected as to probable outcomes. The results of the stated preference survey on congestion pricing need to be analyzed and integrated with the revealed preference data so that factors and elasticities can be developed for use in Metro's regional model to access the travel and socioeconomic impacts, and associated behavioral change from differing congestion pricing alternatives.

Using the elasticities developed, adjustments will be made to various trip parameters, such as trip distribution and mode split, to reflect changes in travel behavior under congestion pricing. Following these adjustments, the regional model will be capable of forecasting regional travel patterns and conditions with congestion pricing on specific facilities, along corridors, or areawide. This task may also include further refinement of vehicle movement by mode, particularly related to automobile versus truck (small, large, etc.). Of particular interest are the following:

- Trip generation
- Trip distribution
- Route assignment
- Mode choice
- Time of day of travel
- Trip purpose (work vs. non-work)

This task constitutes the major effort to create models that have (pseudo) elasticities and cross elasticities for major travel market segments of the population for both work and non-work travel. These implied elasticities will be imputed from the disaggregate

choice models (probably using logit and/or nested logit). These models will be developed both as stated choice models directly from the stated preference survey data and as jointly estimated revealed choice/stated choice models using both the stated and revealed preference data. Should this effort be unsuccessful, a fall-back procedure will be to use the factors determined from the stated preference and apply a judgemental scaling before applying to the revealed preference. As can be seen this is a sophisticated approach to the model improvement and although not used in the USA frequently, has seen development over the last 15 years elsewhere. It will be important for the successful proposer to include among the team modeling professional(s) with demonstrated experience in the empirical estimation of both stated choice and revealed choice models, and who is proficient at the practice of nested logit parameter estimation as well as the estimation of joint revealed-stated choice models (effectively scaling the stated choice models). Metro modeling staff carried out the estimation of the current models and will be integrally involved with the consultant in this effort. All of the network operation, provision of data and impedances etc. for the estimation data sets will be provided by Metro staff who are very familiar with EMME/2 and data preparation for model estimation.

Product: Enhanced Metro travel forecasting model for evaluating congestion pricing alternatives.

3.1.11 Consultant Task: Analyze and Rank Congestion Pricing Scenarios

Process: Model runs will be performed for each congestion pricing scenario, resulting in a forecast of travel patterns and conditions. Each forecast will be evaluated against the goals and objectives of the pilot project and the evaluation criteria developed in B.4. The model results will be used to estimate the effects of congestion pricing on factors related to travel behavior, including congestion, traffic volumes and air quality. The mitigation of economic and social impacts will be estimated by a more qualitative analysis of each scenario (mitigation refers to efforts to reduce, eliminate, or compensate for unwanted or unintended environmental and/or socioeconomic impacts such as displacement of motorists, increased traffic infiltration into neighborhoods, and differential economic impacts to businesses and/or lower income drivers). This task will include the preparation of reports describing the model,

other analysis tools, evaluation methodology, and ranked results.

Product: List of ranked alternative congestion pricing scenarios.

3.1.12 Metro Task: Technical Review by Metro Staff

Process: Metro staff will review Consultant work tasks and work products. The Consultant will make revisions and/or modifications to work products as necessary.

Product: Revised work products.

3.1.13 Consultant Task: Final Technical Report

Process: The Consultant will write a final technical report on all activities completed during Phase I for FHWA.

Product: Final Technical Report for Phase

3.2 TECHNICAL WORK Program (Phase II - Selection of Preferred Alternative) - 6 months.

3.2.1 Consultant Task: Develop Conceptual Designs for Highest Ranking Scenarios

Process: The Consultant will develop conceptual designs for the three to five alternatives ranked highest in the Alternatives Analysis (Phase I). The TAC and CAC will review these conceptual designs and make a recommendation to JPACT, Metro Council and the PSG. The preliminary design for each alternative should include

- Technological/engineering requirements
- Cost/Revenue estimates
- Projected impact on congestion
- Environmental assessment
- Social and economic impacts on neighborhoods and businesses and mitigation measures
- Equity impacts on lower income drivers and mitigation measures
- Avoided cost estimates
- Accessibility/transit impacts
- Legal feasibility/enforcement
- Air quality impact
- Projected VMT reduction

Product: Conceptual designs for highest ranked alternative scenarios.

3.2.2 Consultant Task: Prepare Reports and Informational Materials To Guide Selection and Adoption of Preferred Alternative

Process: Consistent with federal guidelines and Metro procedures, Metro will conduct a public process to select and adopt a preferred alternative. Technical reports and other informational materials will form the basis for the selection and adoption process. The Consultant will coordinate with the Public Involvement team and prepare technical reports and materials for use at the various technical and policy meetings as needed.

Product: Reports and supplementary materials describing the concept, design, modeling results and background information on the alternatives being considered.

3.2.3 Consultant Task: Final Report Recommending a Preferred Alternative

Process: The Consultant will complete a final report of the technical work and selection process for recommending the preferred alternative. Metro staff will review the Consultant report, and coordinate revisions and/or modifications as necessary. The Consultant will make the necessary modifications to the final report before submitting it for approval.

Product: Final Technical Report and Recommendation for the preferred alternative.

EXHIBIT B

CERTIFICATION OF CONSULTANT (GRANTEE)

I hereby certify that I, _____ (name), am the duly authorized representative the firm of _____ whose address is _____, and that neither I nor the above firm (Grantee) 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.

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 _____, 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.

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

EXHIBIT C
FEDERAL REQUIREMENTS

1. Disadvantaged Business Enterprises (DBE)

The DBE goal for the personal services contract under this Agreement shall be twelve percent (12%).

Pursuant to 49 CFR 23.43(a), the following provisions are made a part of this contract:

- A. Policy. It is policy of the U.S. Department of Transportation (DOT) and Metro that DBEs 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 contract. Consequently, the DBE requirements of 49 CFR Part 23 apply to this contract.
- B. DBE Obligation. Contractor agrees to ensure that DBEs 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 contract. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT-assisted contracts.
- C. Contractor's failure to carry out the requirements set forth herein shall constitute a breach of contract, and may result in termination of the contract by Metro or such other remedy as Metro deems appropriate.

2. Equal Employment Opportunity

In connection with the execution of this contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontract for standard commercial supplies or raw materials.

3. Title VI Compliance

During the performance of this contract, Contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as "Contractor"), agrees as follows:

- A. Compliance with Regulations: Contractor shall comply with Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as "DOT") 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 herein incorporated by reference and made a part of this contract.

- B. Nondiscrimination: Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Metro or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to Metro, or the FTA, as appropriate, and shall set forth what effort it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of Contractor's noncompliance with the nondiscrimination provisions of this contract, Metro shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
- (1) Withholding of payments to Contractor under the contract until Contractor complies, and/or,
 - (2) Cancellation, termination or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: Contractor shall include the provisions of subparagraphs a through e of this Paragraph in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as Metro or the FTA 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, Contractor may request Metro to enter into such litigation to protect the interests of Metro, and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Cargo Preference

Contractor agrees:

- A. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

B. To furnish within 30 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in subparagraph A of this Paragraph to Metro (through Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20550, marked with appropriate identification of the Project.

C. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

5. Conservation

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321, et seq.).

6. Buy America

This procurement is subject to the Federal Transit Buy America Requirements in 49 CFR Part 661.

Section 165a of the Surface Transportation Assistance Act of 1982, as amended, permits FTA participation in this contract only if steel and manufactured products used in the contract are produced in the United States. By signing this contract, Contractor certifies that it will comply with requirements of section 165a of the Surface Transportation Assistance Act of 1982, as amended, and the regulations in 49 CFR Part 661.

7. Interest of Members of, or Delegates to Congress

No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

8. Prohibited Interest

Metro's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to subagreements.

9. Debarred Bidders

Neither Contractor, nor any officer or controlling interest holders of Contractor, is currently, or has been previously, on any debarred bidders list maintained by the United States Government or by the State of Oregon.

10. Maintenance and Inspection of Records

A. Contractor shall maintain comprehensive records and documentation relating to this contract, and shall permit the authorized representatives of Metro, the U.S. Comptroller General, or the U.S. Department of Transportation to inspect and audit all records and documentation for a period of three (3) years after Metro has made final payment to Contractor.

B. Contractor shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that Metro, the U.S. Comptroller General or the U.S. Department of

Transportation shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000.00, and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

- C. The period of access and examination for records that relate to (1) litigation of the settlement of claims arising out of the performance of this Contract, or (2) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until such litigation, claims or expectations have been disposed of.

11. Lobbying Prohibition/Certifications/Disclosures

This contract is subject to Section 319, Public Law 101-121 (31 U.S.C. 1352) and regulations promulgated thereto by the Office of Management and Budget, pursuant to which Metro may not expend funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. By signing this contract, Contractor agrees to comply with these laws and regulations.

A. Definitions. As used in this clause,

"Agency," as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) The extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C.450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established or otherwise recognized by a State for the performance of a government duty including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
- (3) A special Government employee as defined in section 202, title 18, U.S. Code; and,
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company association, authority, firm, partnership, society, State and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organizations or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional or interstate entity having governmental duties and powers.

B. Prohibition.

- (1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan or cooperative agreement to

pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

- (a) The prohibition on the use of appropriated funds, in paragraph B(1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
- (b) For purposes of paragraph B(2)(i)(a) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.
- (c) For purpose of paragraph B(2)(i)(a) of this section the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:
 - (1.) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale and service capabilities; and,
 - (2.) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) For purposes of paragraph B(2)(i)(a) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:
 - (1.) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (2.) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,
 - (3.) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by paragraph B(2)(i) of this section are allowable under paragraph B(2)(i).

(ii) Professional and technical services by Own Employees.

- (a) The prohibition on the use of appropriated funds, in paragraph B(1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
- (b) For purposes of paragraph B(2)(ii)(a) of this section, "professional and technical services" shall be limited advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspect of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award document.
- (d) Only those services expressly authorized by paragraph B(2)(ii) of this section are allowable under paragraph B(2)(ii).

(iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iv) Professional and technical services by Other than Own Employees.

- (a) The prohibition on the use of appropriated funds, in paragraph B(1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

- (b) For purposes of paragraph B(2)(iv)(a) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not all allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (e) Only those services expressly authorized by paragraph B(2)(iv) of this section are allowable under paragraph B(2)(iv).

C. Disclosure.

- (1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, set forth in this document, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.
- (2) Each person who requests or receives from an agency a Federal Contract shall file with that agency disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities", if such a person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.
- (3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph c(2) of this section. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or,

- (b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (c) A change in the officer(s), employee(s) or member(s) contacted to influence or attempt to influence a covered Federal action.
- (4) Any person who requests or receives from a person referred to in paragraph (C)(1) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph C(1) of this section. That person shall forward all disclosure forms to the agency.

D. Agreement.

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

E. Penalties.

- (1) Any person who makes an expenditure prohibited under paragraph B of this clause shall be subjected to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- (2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (3) Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.

F. Cost Allowability.

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

regs
08/30/93

COVER SHEET

STATEMENT OF QUALIFICATIONS/STATEMENT OF PROPOSAL

(_____)
(Project Title)(_____)
(Work Element)

Metro

Name of Firm _____

Mailing Address _____

Contact Person _____

Telephone _____

Fax _____

_____ (Name of Firm) accepts all the terms and conditions contained in
the _____ (Project Title) Request for
Qualifications/Proposal dated _____ and the attached sample contract:

Signature of authorized representative _____

Date _____

Type name of authorized representative _____

Type name of person(s) authorized to negotiate contracts _____

Type name of person(s) authorized to sign contracts _____

The assigned DBE participation goal on this project is _____ percent. List the name, address, and a
brief description of work committed to each certified DBE (see Section 8 of the RF__).

DBE Firm Name: _____

Certification No. _____

Address: _____
_____Work Committed: _____

DBE Firm Name: _____

Certification No. _____

Address: _____
_____k Committed: _____

etc: If more than two DBE firms are involved in this project, list other firms on a blank sheet of white paper and
attach to this page.

Exhibit E

PERSONAL SERVICES AGREEMENT

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

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. The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost. 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 insurances, 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 thirty (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.
- f. Contractor shall provide to Metro a certificate of this insurance and thirty (30) days advance notice of material change or cancellation. The Contractor shall furnish acceptable insurance certificates to Metro at the time Contractor returns signed contracts. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause. Insuring companies or entities are subject to Metro acceptance. If requested, complete policy copies shall be provided to Metro. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retention, and/or self-insurance.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any an 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. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

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. 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.

10. 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.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provision 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.

12. 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, 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.

13. 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.

14. 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.

15. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor Three (3) days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor.

Contract No.

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.

16. 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.

17. 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.

18. 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.

CONTRACTOR

METRO

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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10/06/94

DBE Program Policy

DBE Program Policy: It is the policy of the Oregon Department of Transportation (ODOT), its recipients and contractors to provide Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 23 and the Transportation Assistance Acts of 1982 and 1987, with maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

Good Faith Efforts: To determine whether a consultant who has failed to meet the assigned goal may receive the contract, ODOT must decide whether the efforts put forth by the consultant were good faith efforts toward meeting the goal. Consultants failing to meet the assigned goal must include documentation of their good faith efforts in performing the following:

- a. The consultant attended any presolicitation or prebid meetings that were scheduled to inform disadvantaged, minority, or women business enterprises of contracting and subcontracting opportunities on the project;
- b. The consultant identified and selected specific economically feasible units of the project to be performed by disadvantaged, minority, or women business enterprises to increase the likelihood of participation by such enterprises;
- c. The consultant advertised in general circulation, trade association, minority and trade oriented, women-focus publications, if any, concerning the subcontracting;
- d. The consultant provided written notice to a reasonable number of specific disadvantaged, minority, or women business enterprises, identified from a list of certified disadvantaged, minority, or women business enterprises provided or maintained by the Department for the selected subcontracting in sufficient time to allow the enterprises to participate effectively;
- e. The consultant followed up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested;
- f. The consultant provided interested disadvantaged, minority, or women business enterprises with adequate information about the plans, specifications and requirements for the selected subcontracting;
- g. The consultant negotiated in good faith with the enterprises, and did not without justifiable reason reject any disadvantaged, minority, or women business enterprises;
- h. Where applicable, the consultant advised and made efforts to assist interested disadvantaged, minority, or women business enterprises in obtaining bonding, lines of credit, or insurance required by the Department or contractor;
- i. The consultant's efforts to obtain disadvantaged, minority, or women business enterprise participation were reasonably expected to produce a level of participation sufficient to meet the goals or requirements of the Department; and
- j. The consultant used the services of minority community organizations, minority contractor groups, local, state and federal minority business assistance offices and other organizations identified by the Advocate for Minority and Women Business that provide assistance in the recruitment and placement of disadvantaged, minority, or women business enterprises.

012596-01

AGENDA ITEM No. 6.3
Meeting Date: January 25, 1996

**Resolution No. 95-2244, For the Purpose of Amending Urban Reserve Study
Areas**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING	)	RESOLUTION NO. 95-2244
URBAN RESERVE STUDY AREAS)	
	)	Introduced by Councilor McLain
)	

WHEREAS, Resolution No. 94-2040C established a 2040 Growth Concept proposal that included initial urban reserve study areas for further analysis; and

WHEREAS, Resolution No. 94-2040C anticipated that adoption of an amended Regional Urban Growth Goals and Objectives (RUGGO) ordinance including the 2040 Growth Concept text and map would be completed at the same time in 1995 that final urban reserves would be designated; and

WHEREAS, Analysis to date indicates a need to revise urban reserve study areas for continued study prior to designation of final urban reserves; and

WHEREAS, Maintaining these study areas on 2040 Growth Concept maps is helpful for illustrative purposes prior to designation of final urban reserves; now, therefore,

BE IT RESOLVED,

1. That the urban reserve study areas indicated in Exhibit "A" attached shall be the subject of Metro's continued study for possible designation as urban reserve areas consistent with the Land Conservation and Development Commission's Urban Reserve Rule.

2. That Metro's continued study of these areas does not preclude presentation of any better case or better data relating to designation of certain of these study areas or other areas as urban reserve areas prior to Metro's designation decision.

ADOPTED by the Metro Council this ____ day of _____ 1995.

J. Ruth McFarland, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

kaj
1250

Urban Reserve Study Area Criteria

The Growth Management Committee, a subcommittee of the full Metro Council agreed at their November 2, 1995 meeting with the staff recommendation for urban reserve study area criteria (which primarily follows the State Urban Reserve Rule which in turn cites factors 3 through 7 of State Goal 14, Urbanization) as follows:

- a) Factor 3 - "Orderly and economic provision of public facilities and services".. (Proximity to the UGB and Access to Arterials were used to quantify this factor);
- b) Factor 4 - "Maximum efficiency of land uses within and on the fringe of the existing urban area" (Proximity to Urban Centers was used to quantify this factor);
- c) Factor 5 - "Environmental, energy, economic and social consequences" (Terrain, floodplains, wetlands and riparian areas were mapped to quantify this factor);
- d) Factor 6 - "Retention of agricultural land as defined, with Class I beign the highest priority for retention and Class IV the lowest priority; " (Soil classification and exception lands were used for this factor);
- e) Factor 7 - "Compatibility of the proposed urban uses with nearby agricultural activities" (existence of a natural barrier - watercourse, change in terrain, etc. was used to quantify this factor);
- f) from the Metro Regional Urban Growth Goals and Objectives (RUGGO), we included a consideration of separation of community;
- g) from the RUGGO we included a consideration of a balance of jobs and housing.
- h) a policy of no net gain in Urban Reserve Study Areas (if new areas are added, an equal amount is deleted) is recommended. In addition, a no net gain policy in EFU lands is recommended.

012596-02



Urban Reserve
STUDY
Areas
Report

December 4, 1995

Growth Management Services
Department

METRO

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Background & Summary

Background & Summary

The Metro Council on December 8, 1994 adopted by resolution 94-2040c, about 22,000 acres as Urban Reserve Study Areas. These study areas were in response to the State Urban Reserve Rule, which requires Metro to designate Urban Reserve Areas as a means of managing the Urban Growth Boundary for the metropolitan area. Urban Reserves are intended to clarify where the Urban Growth Boundary would move if there is "need," as defined by state law.

In the Fall, 1994, it was the intent of the Metro Council to set Urban Reserve Study Areas as a first step in compliance with the State Urban Reserve Rule. However, consistent with local government requests, the Metro Council adopted the Urban Reserve Study Areas (along with the Metro 2040 Growth Concept and the Regional Urban Growth Goals and Objectives amendments) by resolution rather than by ordinance in order to give local governments additional time to consider the impact of these policies.

Public hearings conducted by the Metro Council in 1995 have resulted in proposed changes to the Urban Reserve Study Areas from local governments, members of the public as well as a Metro Council member. This report reviews all changes proposed by local governments, the public or the Metro Council and analyzes their characteristics consistent with the state criteria and data available to Metro staff.

The report is organized into 8 sections: 1) this background and summary; 2) a summary of site ratings; 3) a description of the rating system; 4) a description of optional adjustments that could be made to the basic ratings; 5) a description of the how the criteria were derived; 6) regional site maps and 7) individual site maps. Not attached to this report, but supplementary to it is a collection of over 600 pages of written testimony. Each page is numbered and referenced in this report for referral to the original testimony.

Summary

Of the over 70 sites considered, additions could achieve a possible basic rating between 0 and 100. The next section contains a summary of all sites.

This analysis has been forwarded to Mr. Mike Burton, Executive Officer, for consideration and recommendations to the Metro Council.

Completed Site Ratings

Urban Reserve Area Ratings Additions

Site #	Rating	Acres	Running Subtotal - Acres
39	55	34	34
40	70	31	65
41	45	24	89
42	60	18	107
43	40	3	110
44	40	3	113
45	20	44	157
46	65	9	166
47	20	79	245
48	55	65	310
49	40	241	551
50	40	564	1,115
51	15	47	1,162
52	70	4	1,166
53	25	170	1,336
54	45	20	1,356
55	35	722	2,078
56	15	38	2,116
57	50	606	2,722
58	45	47	2,769
59	35	62	2,831
60	25	23	2,854
61	20	16	2,870
62	40	172	3,042
63	50	10	3,052
64	50	183	3,235
65	50	236	3,471
66	25	48	3,519
67	30	76	3,595
68	50	14	3,609
69	45	11	3,620
70	60	35	3,655
71	40	17	3,672
72	50	244	3,916
73	40	43	3,959
74	55	11	3,970
75	55	44	4,014
76	45	115	4,129
77	55	157	4,286
78	55	570	4,856
79	50	1	4,857
80	65	62	4,919
81	70	190	5,109
82	35	58	5,167
83	45	609	5,776
84	35	51	5,827

**Total Proposed Additions
by Citizens**

Urban Reserve Area Ratings Deletions

Site #	Rating	Acres	Running Subtotal - Acres
101	55	(119)	(119)
102	55	(100)	(219)
103	60	(47)	(266)
104	50	(188)	(454)
105	60	(282)	(736)
106	50	(317)	(1,053)
107	65	(267)	(1,320)
108	40	(46)	(1,366)
109	55	(65)	(1,431)
110	60	(47)	(1,478)
111	60	(794)	(2,272)
112	35	(778)	(3,050)
113	60	(306)	(3,356)
114	55	(191)	(3,547)
115	60	(6,705)	(10,252)
116	70	(5,047)	(15,299)

**Total Proposed Deletion
by Citizens**

The following table lists the subtractions to the URSA, numbered 101-116, together with the corresponding URSA number (#1-38), and shows whether the subtraction encompasses the entire URSA or only a portion.

Subtraction to URSA	Corresponding URSA	Partial or Full
#101	#19	Partial (119 acres)
#102	#19	Partial (100 acres)
#103	#16	Partial (47 acres)
#104	#18	Partial (188 acres)
#105	#26	Full
#106	response to proposed addition	
#107	#24	Full
#108	#33	Partial (46 acres)
#109	response to proposed addition	
#110	#33	Partial (47 acres)
#111	#36	Full
#112	#7	Partial (778 acres)
#113	#25	Partial (306 acres)
#114	#23	Full
#115	#1	Full
#116	#1	Full

Summary of Proposed Urban Reserve Study Areas - Additions

Site Number ¹	Proponent ²	Page Number ³	Acres ⁴	Factor 3 ⁵		Factor 4 ⁶	Factor 5 ⁷			Factor 6 ⁸		Factor 7 ⁹	Separation of Communities ¹⁰	Job/Housing Balance ¹¹
				Proximity to UGB factor ¹² (in feet) a = adjacent n = not	Access to Arterials ¹³ (1= worst access, 20 = best)	Proximity to Urban Centers ¹⁴ (12 is best for urban)	Terrain ¹⁵ (flatter is better for urban)	Floodplain ¹⁶ (acres)	Wetlands & Riparian ¹⁷ (acres)	Soil Classification/ EFU Zoning ¹⁸ (acres)	Exception Land ¹⁹ (acres)	Existence of natural feature(s) for boundary ²⁰		0=balance -1=housing rich +1=jobs rich ²¹
39	City of Wilsonville	9	34	a - 531	14	0	10%	0	2	2 - 12	22			+62
Rating 55				20	5	0	5			0	15			10
40	City of Wilsonville	9	31	a - 390	10	2	17%	0	0	6,2 - 4	31			+62
Rating 70				20	0	0	0			20	20			10
41	Hill	18	24	a - 599	17	3	5%	0	0	3,2 - 24	0			-.5
Rating 45				20	10	0	10			5	0			0
42	Graham/Stanley	57,369	18	a - 417	5	5	11%	0	0	4,2 - 0	18			-.9
Rating 60				20	0	0	0			10	20			10
43	Oberhelman	59	3	a - 390	19	4	1%	0	.4	2 - 3	0			-.15
Rating 40				20	10	0	10			0	0			0
44	Peng	80	3	a - 418	19	4	1%	0	.4	2 - 3	0			-.15
Rating 40				20	10	0	10			0	0			0

Summary of Proposed Urban Reserve Study Areas - Additions

Site Number ¹	Proponent ²	Page Number ³	Acres ⁴	Factor 3 ⁵		Factor 4 ⁶	Factor 5 ⁷			Factor 6 ⁸		Factor 7 ⁹	Separation of Communities ¹⁰	Job/Housing Balance ¹¹
				Proximity to UGB factor ¹² (in feet) a = adjacent n = not	Access to Arterials ¹³ (1 = worst access, 20 = best)	Proximity to Urban Centers ¹⁴ (12 is best for urban)	Terrain ¹⁵ (flatter is better for urban)	Floodplain ¹⁶ (acres)	Wetlands & Riparian ¹⁷ (acres)	Soil Classification/EFU Zoning ¹⁸ (acres)	Exception Land ¹⁹ (acres)	Existence of natural feature(s) for boundary ²⁰		0=balance -1=housing rich +1=jobs rich ²¹
45	Segel	83	44	n - 4,186	18	4	2%	.4	0	2 - 44	0		N	-.15
Rating 20				0	10	0	10			0	0			0
46	Balodis	85	9	a - 673	13	6	12%	0	0	3,2 - 0	9			-.86
Rating 65				20	5	5	0			5	20			10
47	Van-Domelen	117	79	n - 3,406	16	5	1%	7	2	2 - 79	0		N	-.28
Rating 20				0	10	0	10			0	0			0
48	City of Cornelius	129	65	a - 562	16	3	4%	23	0	3,1 - 64	1	1		-.51
Rating 55				20	10	0	10			5	0			10
49	City of Cornelius	130	241	a - 1,209	2	5	2%	78	7	2 - 239	0	2		-.51
Rating 40				20	0	0	10			0	0			10
50	Brock/Hoff	137, 596	564	a - 1,953	10	6	11%	0	42	3,2 - 530	15			-.76
Rating 40				20	0	5	0			5	0			10

Summary of Proposed Urban Reserve Study Areas - Additions

Site Number ¹	Proponent ²	Page Number ³	Acres ⁴	Factor 3 ⁵		Factor 4 ⁶	Factor 5 ⁷			Factor 6 ⁸		Factor 7 ⁹	Separation of Communities ¹⁰	Job/Housing Balance ¹¹
				Proximity to UGB factor ¹² (in feet) a = adjacent n = not	Access to Arterials ¹³ (1= worst access, 20 = best)	Proximity to Urban Centers ¹⁴ (12 is best for urban)	Terrain ¹⁵ (flatter is better for urban)	Floodplain ¹⁶ (acres)	Wetlands & Riparian ¹⁷ (acres)	Soil Classification/EFU Zoning ¹⁸ (acres)	Exception Land ¹⁹ (acres)	Existence of natural feature(s) for boundary ²⁰		0=balance -1=housing rich +1=jobs rich ²¹
51	Grossen	141	47	n - 5,214	10	3	5%	13	4	3,2 - 47	0			- .41
Rating 15				0	0	0	10			5	0			0
52	Oregon Glass	149	4	a - 147	17	0	4%	0	0	2 - 0	4			+ .62
Rating 70				20	10	0	10			0	20			10
53	CDA	154	170	a - 1,041	10	5	17%	0	0	3 - 150	15			- .18
Rating 25				20	0	0	0			5	0			0
54	Martin/Dal- enberg	196	20	n - 14,686	15	1	2%	0	0	4,2 - 20	0			-1.06
Rating 45				10	5	0	10			10	0			10
55	Haertl	200, 459	722	a - 3,109	11	0	11%	14	36	2 - 431	275	2	N	- .5
Rating 35				20	5	0	0			0	10			0
56	Leu	220, 274	38	n - 6,036	14	2	7%	6	0	3,2 - 38	0			- .41
Rating 15				0	5	0	5			5	0			0
57	Emmert Internat.l	243	605	n - 6,353	16	2	.4%	134	64	2 - 390	203			-1.00
Rating 50				10	10	0	10			0	10			10

Summary of Proposed Urban Reserve Study Areas - Additions

Site Number ¹	Proponent ²	Page Number ³	Acres ⁴	Factor 3 ⁵		Factor 4 ⁶	Factor 5 ⁷			Factor 6 ⁸		Factor 7 ⁹	Separation of Communities ¹⁰	Job/Housing Balance ¹¹
				Proximity to UGB factor ¹² (in feet) a = adjacent n = not	Access to Arterials ¹³ (1= worst access, 20 = best)	Proximity to Urban Centers ¹⁴ (12 is best for urban)	Terrain ¹⁵ (flatter is better for urban)	Floodplain ¹⁶ (acres)	Wetlands & Riparian ¹⁷ (acres)	Soil Classification/ EFU Zoning ¹⁸ (acres)	Exception Land ¹⁹ (acres)	Existence of natural feature(s) for boundary ²⁰		0=balance -1=housing rich +1=jobs rich ²¹
58	Dyches	245	47	a - 552	17	1	7%	3	0	2,1 - 47	0	1		+62
Rating 45				20	10	0	5			0	0			10
59	Builders Group Realty	246	62	a - 1,331	16	2	7%	0	0	2 - 62	0			-5
Rating 35				20	10	0	5			0	0			0
60	Riechen	270	23	n - 4,810	19	2	4%	2	0	3,2 - 23	0			-41
Rating 25				0	10	0	10			5	0			0
61	Collier	280	16	n - 6,088	18	2	7%	0	0	3 - 16	0			-41
Rating 20				0	10	0	5			5	0			0
62	Sorbets	282	172	a - 681	15	3	7%	0	0	2 - 172	0			+62
Rating 40				20	5	0	5			0	0			10
63	Brush	284	10	a - 251	18	5	8%	1	0	4,2 - 10	0			-50
Rating 50				20	10	5	5			10	0			0
64	Hanauer	287	183	a - 2,184	17	4	3%	16	11	2 - 168	15			-52
Rating 50				20	10	0	10			0	0			10

Summary of Proposed Urban Reserve Study Areas - Additions

Site Number ¹	Proponent ²	Page Number ³	Acres ⁴	Factor 3 ⁵		Factor 4 ⁶	Factor 5 ⁷			Factor 6 ⁸		Factor 7 ⁹	Separation of Communities ¹⁰	Job/Housing Balance ¹¹
				Proximity to UGB factor ¹² (in feet) a = adjacent n = not	Access to Arterials ¹³ (1= worst access, 20 = best)	Proximity to Urban Centers ¹⁴ (12 is best for urban)	Terrain ¹⁵ (flatter is better for urban)	Floodplain ¹⁶ (acres)	Wetlands & Riparian ¹⁷ (acres)	Soil Classification/ EFU Zoning ¹⁸ (acres)	Exception Land ¹⁹ (acres)	Existence of natural feature(s) for boundary ²⁰		0=balance -1=housing rich +1=jobs rich ²¹
65	Wilkinson	388	236	n - 3,030	19	4	1%	29	0	2,1 - 175	56	2		-.51
Rating 50				10	10	0	10			0	10			10
66	Smith	421	48	n - 2,731	15	2	3%	8	2	2,1 - 48	0			-.41
Rating 25				10	5	0	10			0	0			0
67	Sandring	428	76	n - 1,426	18	4	3%	13	4	2,1 - 75	0			-.15
Rating 30				10	10	0	10			0	0			0
68	Nordquist	431	14	a - 285	1	10	26%	0	0	4 - 0	14			-1.00
Rating 50				20	0	10	0			10	0			10
69	Hartford/Bobosky	434	11	n - 1,506	19	0	2%	8	1	3,2 - 11	0			+.62
Rating 45				10	10	0	10			5	0			10
70	Lewis	442	.35	a - 595	19	4	0%	0	3	2 - 7	27			-.15
Rating 60				20	10	0	10			0	20			0
71	Oberhelmen	441	17	a - 436	19	5	1%	0	2	2 - 17	0			-.15
Rating 40				20	10	0	10			0	0			0

Summary of Proposed Urban Reserve Study Areas - Additions

Site Number ¹	Proponent ²	Page Number ³	Acres ⁴	Factor 3 ⁵		Factor 4 ⁶	Factor 5 ⁷			Factor 6 ⁸		Factor 7 ⁹	Separation of Communities ¹⁰	Job/Housing Balance ¹¹
				Proximity to UGB factor ¹² (in feet) a = adjacent n = not	Access to Arterials ¹³ (1= worst access, 20 = best)	Proximity to Urban Centers ¹⁴ (12 is best for urban)	Terrain ¹⁵ (flatter is better for urban)	Floodplain ¹⁶ (acres)	Wetlands & Riparian ¹⁷ (acres)	Soil Classification/EFU Zoning ¹⁸ (acres)	Exception Land ¹⁹ (acres)	Existence of natural feature(s) for boundary ²⁰		0=balance -1=housing rich +1=jobs rich ²¹
72	Zahler	452	244	n - 2,498	10	6	9%	0	11	3,2 - 234	0			-84
Rating 30				0	5	5	5			5	0			10
73	Petersen	472	43	a - 300	10	8	13%	0	0	3 - 40	0			-76
Rating 40				20	0	5	0			5	0			10
74	Matrix Devel.	478	11	a - 260	7	1	7%	1	1	4,2 - 0	11		N	+22
Rating 55				20	0	0	5			10	20			0
75	Angel	482	44	a - 334	10	6	16%	0	0	6,3 - 42	0			-51
Rating 55				20	0	5	0			20	0			10
76	Larsen	487	115	a - 1,376	15	0	7%	0	9	3,2 - 113	0			+62
Rating 45				20	5	0	5			5	0			10
77	Gramor Devel.	495	157	a - 777	8	8	16%	0	0	4,3 - 0	155			-24
Rating 55				20	0	5	0			10	20			0
78	White	634	570	a - 2,782	17	4	7	40	30	2 - 0	544	1,2		-15
Rating 55				20	10	0	5			0	20			0

Summary of Proposed Urban Reserve Study Areas - Additions

Site Number ¹	Proponent ²	Page Number ³	Acres ⁴	Factor 3 ⁵		Factor 4 ⁶	Factor 5 ⁷			Factor 6 ⁸		Factor 7 ⁹	Separation of Communities ¹⁰	Job/Housing Balance ¹¹
				Proximity to UGB factor ¹² (in feet) a = adjacent n = not	Access to Arterials ¹³ (1= worst access, 20 = best)	Proximity to Urban Centers ¹⁴ (12 is best for urban)	Terrain ¹⁵ (flatter is better for urban)	Floodplain ¹⁶ (acres)	Wetlands & Riparian ¹⁷ (acres)	Soil Classification/ EFU Zoning ¹⁸ (acres)	Exception Land ¹⁹ (acres)	Existence of natural feature(s) for boundary ²⁰		0=balance -1=housing rich +1=jobs rich ²¹
79	Rumgay	644	1	a - 80	13	3	16%	0	0	3,2 - 0	1	2		-.15
Rating 50				20	5	0	0			5	20			0
80	Homes	664	62	a - 652	17	10	5%	14	2	3,2 - 61	0			-.84
Rating 65				20	10	10	10			5	0			10
81	Patton	762	190	a - 1,196	2	4	23%	0	0	6,2 - 0	190			-1.00
Rating 70				20	0	0	0			20	20			10
82	Dane	763	58	a - 779	16	4	7%	12	10	2 - 58	0			-.50
Rating 35				20	10	0	5			0	0			0
83	City of Oregon City	768	609	n - 4,230	13	3	10%	0	9	3,2 - 23	571			-.48
Rating 45				10	5	0	5			5	20			0
84	Aden	842	51	a - 963	10	1	8%	0	4	2 - 51	0			+.62
Rating 35				20	0	0	5			0	0			10

Summary of Proposed Urban Reserve Study Areas - Subtractions

Site Number ¹	Proponent ²	Page Number ³	Acres ⁴	Factor 3 ⁵		Factor 4 ⁶	Factor 5 ⁷			Factor 6 ⁸		Factor 7 ⁹	Separation of Communities ¹⁰	Job/Housing Balance ¹¹
				Proximity to UGB factor ¹² (in feet) a = adjacent	Access to Arterials ¹³ (1 = worst access, 20 = best)	Proximity to Urban Centers ¹⁴ (12 is best for urban)	Terrain ¹⁵ (flatter is better for urban)	Floodplain ¹⁶ (acres)	Wetlands & Riparian ¹⁷ (acres)	Soil Classification/EFU Zoning ¹⁸ (acres)	Exception Land ¹⁹ (acres)	Existence of natural feature(s) for boundary ²⁰	N/A	0=balance -1=housing rich +1=jobs rich ²¹
101	City of Wilsonville	9	119	n - 2,462	18	0	6%	0	6	2 - 20	93	2		+62
Rating 55				10	10	0	5			0	20			10
102	City of Wilsonville	9	100	a - 916	19	1	3%	62	10	3,1 - 100	1	1		+62
Rating 55				20	10	0	10			5	0			10
103	City of Wilsonville	9	47	a - 329	15	1	9%	0	0	2,2 - 2	45	2		+62
Rating 60				20	5	0	5			0	20			10
104	City of Wilsonville	126	188	a - 710	17	1	3%	5	4	2,1 - 176	0			+62
Rating 50				20	10	0	10			0	0			10
105	Hill	157	282	a - 936	1	5	8%	0	0	3,2 - 1	260			-90
Rating 60				20	0	0	5			5	20			10

Summary of Proposed Urban Reserve Study Areas - Subtractions

Site Number ¹	Proponent ²	Page Number ³	Acres ⁴	Factor 3 ⁵		Factor 4 ⁶	Factor 5 ⁷			Factor 6 ⁸		Factor 7 ⁹	Separation of Communities ¹⁰	Job/Housing Balance ¹¹
				Proximity to UGB factor ¹² (in feet) a = adjacent	Access to Arterials ¹³ (1= worst access, 20 = best)	Proximity to Urban Centers ¹⁴ (12 is best for urban)	Terrain ¹⁵ (flatter is better for urban)	Floodplain ¹⁶ (acres)	Wetlands & Riparian ¹⁷ (acres)	Soil Classification/ EFU Zoning ¹⁸ (acres)	Exception Land ¹⁹ (acres)	Existence of natural feature(s) for boundary ²⁰		0=balance -1=housing rich +1=jobs rich ²¹
106	Old Germantown Neighborhood	249, 326, 338, 341	317	a - 2,051	12	7	8%	15	14	3,2 - 299	2	2		-.84
Rating 50				20	5	5	5			5	0			10
107	Meyer	264	267	a - 635	9	8	5%	43	10	2 - 0	250			-.86
Rating 65				20	0	5	10			0	20			10
108	Taghon	295	46	n - 1,731	18	4	2%	8	0	2,1 - 46	0			-.51
Rating 40				10	10	0	10			0	0			10
109	Van Dyke	362, 309	65	a - 561	16	3	4%	23	0	3,1 - 64	1			-.51
Rating 55				20	10	0	10			5	0			10
110	Wilkinson	388	47	n - 1,450	17	5	2%	2	.2	2,2 - 36	11			-.51
Rating 60				20	10	0	10			0	10			10
111	Wanzenreid	427, 272	794	a - 1,669	12	6	7%	66	24	3,2 - 452	324			-.86
Rating 60				20	5	5	5			5	10			10

Summary of Proposed Urban Reserve Study Areas - Subtractions

Site Number ¹	Proponent ²	Page Number ³	Acres ⁴	Factor 3 ⁵		Factor 4 ⁶	Factor 5 ⁷			Factor 6 ⁸		Factor 7 ⁹	Separation of Communities ¹⁰	Job/Housing Balance ¹¹
				Proximity to UGB factor ¹² (in feet) a = adjacent	Access to Arterials ¹³ (1 = worst access, 20 = best)	Proximity to Urban Centers ¹⁴ (12 is best for urban)	Terrain ¹⁵ (flatter is better for urban)	Floodplain ¹⁶ (acres)	Wetlands & Riparian ¹⁷ (acres)	Soil Classification/ EFU Zoning ¹⁸ (acres)	Exception Land ¹⁹ (acres)	Existence of natural feature(s) for boundary ²⁰		0=balance -1=housing rich +1=jobs rich ²¹
112	Haram	471	778	a - 4,686	10	4	13%	94	43	2 - 274	480			-48
Rating 35				20	0	0	0			0	15			0
113	Petitioners for Cooper Mtn.	510	306	a - 1,097	8	8	15%	0	7	3,2 - 0	289			-97
Rating 60				20	0	5	0			5	20			10
114	Reynolds	547	191	a - 743	18	4	5%	.3	.6	2,1 - 53	132			-50
Rating 55				20	10	0	10			0	15			0
115	Calderwood	74	6,705	a - 9,286	12	4	7%	67	6	3,2 - 2,772	3,546			-1.00
Rating 60				20	5	0	5			5	15			10
116	Calderwood	74	5,047	a - 3,871	14	8	7%	83	130	3,2 - 429	4,283			-1.00
Rating 70				20	5	5	5			5	20			10

1. Number assigned by Metro to distinguish different proposals. Numbers 1-38 are assigned to existing urban reserve study areas. See map "Urban Reserve Study Areas: Modifications proposed by Citizen Input" for geographic location of sites proposed in public testimony before the Growth Management Committee during October, 1995.
2. Name of person or organization asking for a change to existing urban reserve study area boundary - either an addition or deletion. Where multiple persons have requested a change, the first person signing written testimony is listed.
3. Reference number of consecutively paged testimony.
4. Size of area proposed for change. Generally, the source is county assessor records, unless otherwise noted.
5. Factor 3 of State Planning Goal 14, Urbanization. Factor 3 is "Orderly and economic provision of public facilities and services." Cited because the state's Urban Reserve Rule references factors 3-7 of state Goal 14 as criteria for determining urban reserve areas.
6. Factor 4 is "Maximum efficiency of land uses within and on the fringe of the existing urban area."
7. Factor 5 is "Environmental, energy, economic and social consequences."
8. Factor 6 is "Retention of agricultural land as defined, with Class I being the highest priority for retention and Class IV being the lowest priority."
9. Factor 7 is "Compatibility of the proposed urban uses with nearby agricultural activities."
10. The Metro Regional Urban Growth Goals and Objectives encourage the separation of communities (such as that which now exists between Cornelius and Hillsboro, Tualatin and Wilsonville) as one means to support a sense of community and provide breaks in the urban area. "N" indicates it deters from a separation of communities, by adding land between currently separated urban areas. Not considered for subtractions.
11. A balance of jobs and housing on a subregional basis is one way to reduce vehicle miles traveled in the region and is called for the Metro's Regional Urban Growth Goals and Objectives.
12. Proximity to the Urban Growth Boundary is proposed as a measure of orderly and economic provision of public facilities because, everything else equal, less expansion of services is needed if areas adjacent to the existing boundary are served rather than skipping over properties. Provision of sewer, water, police and fire, for example, all are more orderly and economic if provided in this fashion. Distance is calculated as the average interval from the centroid, or geographic center of the parcel or parcels proposed to the existing urban growth boundary.

13. Access to Arterials is also included as a Factor 3 consideration because these roads, public facilities, provide accessibility (via car, bus, bike or by walking) for the public. All measurements used for assessing factors 3-7 were approved by the Growth Management Committee of the Metro Council on October 31, 1995. Access to Arterials is based on the distance of land from existing arterials, avoiding steep terrain or new crossings of streams or floodplains.
14. Maximum efficiency of land uses is a goal that the Metro 2040 Growth Concept seeks through a compact urban form throughout the 234,000 acres of the Metro urban growth boundary. Measurement of this factor is by the proximity to urban centers (regional and town centers) to illustrate the proximity (or distance) to some of the most compact portions of the urban area.
15. Terrain was used as a consideration for the following reasons: a) steep lands are hard to provide transit service and accordingly, are not suitable for higher density residential uses dependent on transit service; b) fire fighters have indicated that fire protection is much more difficult to provide because of difficulties with fire trucks negotiating steep roads; c) water providers have stated that water service is much more expensive to provide to higher elevations; d) very low density residential uses with mature landscaping can provide substantial visual open space to lowlands, promoting a sense of community and separation of communities. Slope grades were calculated from USGS datum, varying contour intervals. For considering possible urban reserve areas, all other factors the same, the flatter the area (closer to 0% slope), the better.
16. Floodplain source is the Federal Emergency Management Administration. Recent data from earthquake hazard mapping shows a correlation between floodplains and higher hazards from earthquakes because of the prevalence of soils prone to liquefaction in flood prone areas.
17. Source is National Wetland Inventory.
18. Data are from the Soil Conservation Service, US Department of Agriculture, combined with parcel size, to display the largest parcels with the best soils in comparison with the smallest parcels with less productive soils. Only soils in classes 1- 4 (1 the highest agricultural capability, 2-4 lesser suitability, although still highly productive soils) are considered. Notation is most common soil, best soil (if different) - number of acres of EFU.
19. "Exception lands" are those lands outside the present urban growth boundary which have been excepted from protection as farm or forest resource lands. Categories are: a) exception lands with parcels smaller than 1 acre, b) exception lands with parcels between 1 and 4.99 acres, and c) exception lands with parcels 5 acres or larger. Areas of exception lands with the largest parcels are considered easier to urbanize than those with parcel sizes less than 1 acre, if all other factors are the same.
20. Natural features such as watercourses, a change in terrain or other similar features provide a wider separation between urban uses and farm or forest uses. Property lines or roads are less desirable as buffers between these uses although they may be the only suitable boundaries in some cases. Existence of natural feature: 1 indicates a river, floodplain, ridge or other landscape feature that provides a natural boundary for any potential urbanization. 2 indicates it is bounded by roadways. If left blank, only property lines serve as the boundary.
21. Jobs/housing balance is the number of jobs per household by a defined geographic area in the region. In this case the geographic areas were the 2040 defined Town Center market areas (35 distinct coverages comprising the urban area). The current average for the region is 1.66 jobs per household; in 2040 it is estimated to drop to 1.33 jobs per household. This average is considered balanced and was indexed to equal zero. Everything above or below zero is then a higher or lower jobs per household than "balanced,"

Rating System

Rating System

The following method has been used to arrive at conclusions. These are based on the urban reserve criteria in the state's urban reserve rule, as well as considerations of considerations included in the RUGGO (see also endnotes for additional information).

Each site has had a score computed (100 is highest score indicating land most suitable for urban reserve study area designation). The score is calculated on the basis of:

1. Proximity
 - a. 20 points if adjacent to the present urban growth boundary;
 - b. 10 points if adjacent to a urban reserve study area;
 - c. 0 points if not adjacent to either ugb or ura.
2. Access to Arterials
 - a. 10 points best access (rated at 16 or higher on chart)
 - b. 5 points if moderate access (rated at between 11 and 15)
 - c. 0 points if poor access (rated at between 0 and 10)
3. Proximity to centers
 - a. 10 points if most proximate (rated at 10-12)
 - b. 5 points if moderately proximate (rated at 6-9)
 - c. 0 points if not proximate (rated at 0-5)
4. Terrain
 - a. 10 points if mostly flat (0-5 % slope)
 - b. 5 points if moderately sloped (6-10 %)
 - c. 0 points if sloped (11 %+)
5. Soil Classification
 - a. 20 points if Class 5 or greater
 - b. 10 points if Class 4
 - c. 5 points Class 3
 - d. 0 points if Class 1 or 2
6. Exception Lands
 - a. 20 points if 76 % of the property or more are now exception lands
 - b. 15 points if 51-75 % of the property is exception lands
 - c. 10 points if 21-50 % are exception lands
 - d. 0 points if less than 21 % is exception lands

Rating System

The following method has been used to arrive at conclusions. These are based on the urban reserve criteria in the state's urban reserve rule, as well as considerations of considerations included in the RUGGO (see also endnotes for additional information).

Each site has had a score computed (100 is highest score indicating land most suitable for urban reserve study area designation). The score is calculated on the basis of:

1. Proximity
 - a. 20 points if adjacent to the present urban growth boundary;
 - b. 10 points if adjacent to a urban reserve study area;
 - c. 0 points if not adjacent to either ugb or ursa.
2. Access to Arterials
 - a. 10 points best access (rated at 16 or higher on chart)
 - b. 5 points if moderate access (rated at between 11 and 15)
 - c. 0 points if poor access (rated at between 0 and 10)
3. Proximity to centers
 - a. 10 points if most proximate (rated at 10-12)
 - b. 5 points if moderately proximate (rated at 6-9)
 - c. 0 points if not proximate (rated at 0-5)
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 - a. 10 points if mostly flat (0-5 % slope)
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 - c. 0 points if sloped (11%+)
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 - a. 20 points if Class 5 or greater
 - b. 10 points if Class 4
 - c. 5 points Class 3
 - d. 0 points if Class 1 or 2
6. Exception Lands
 - a. 20 points if 76% of the property or more are now exception lands
 - b. 15 points if 51-75 % of the property is exception lands
 - c. 10 points if 21-50 % are exception lands
 - d. 0 points if less than 21 % is exception lands

7. Jobs/Housing Balance

- a. 10 points if out of jobs/housing balance by more than one standard deviation (which works out to greater than .50+ or -.50)
- b. 0 points if jobs/housing balance is less than one standard deviation.

Although our information base included data about wetlands and floodplains, we concluded that most sites had very small portions with these kinds of features and that they could be addressed if the areas were designated as urban reserve study areas.

Urban Reserve Study Area Criteria

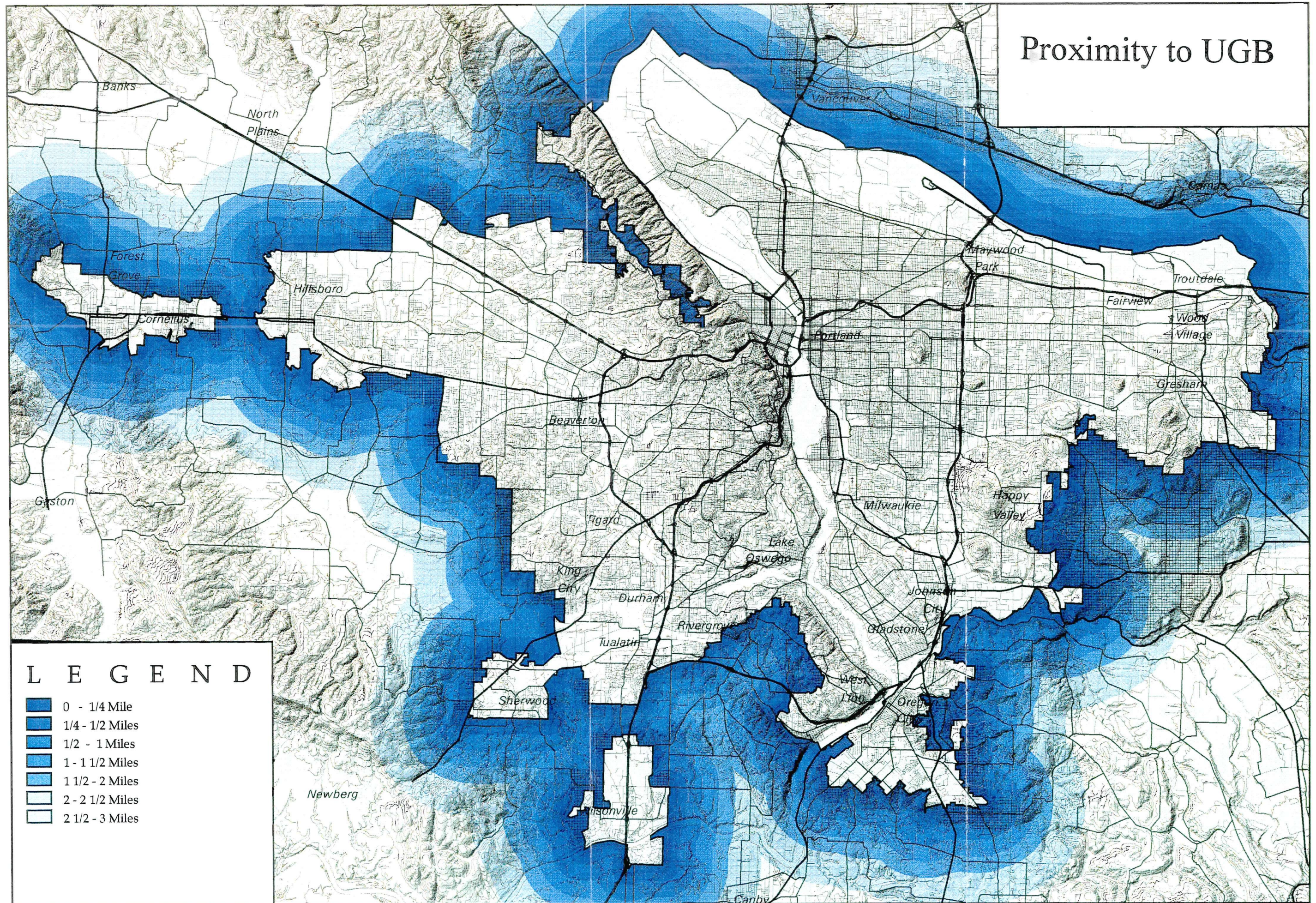
Urban Reserve Study Area Criteria

The Growth Management Committee, a subcommittee of the full Metro Council agreed at their November 2, 1995 meeting with the staff recommendation for urban reserve study area criteria (which primarily follows the State Urban Reserve Rule which in turn cites factors 3 through 7 of State Goal 14, Urbanization) as follows:

- a) Factor 3 - "Orderly and economic provision of public facilities and services".. (Proximity to the UGB and Access to Arterials were used to quantify this factor);
- b) Factor 4 - "Maximum efficiency of land uses within and on the fringe of the existing urban area" (Proximity to Urban Centers was used to quantify this factor);
- c) Factor 5 - "Environmental, energy, economic and social consequences" (Terrain, floodplains, wetlands and riparian areas were mapped to quantify this factor);
- d) Factor 6 - "Retention of agricultural land as defined, with Class I beign the highest priority for retention and Class IV the lowest priority; " (Soil classification and exception lands were used for this factor);
- e) Factor 7 - "Compatibility of the proposed urban uses with nearby agricultural activities" (existence of a natural barrier - watercourse, change in terrain, etc. was used to quantify this factor);
- f) from the Metro Regional Urban Growth Goals and Objectives (RUGGO), we included a consideration of separation of community;
- g) from the RUGGO we included a consideration of a balance of jobs and housing.
- h) a policy of no net gain in Urban Reserve Study Areas (if new areas are added, an equal amount is deleted) is recommended. In addition, a no net gain policy in EFU lands is recommended.

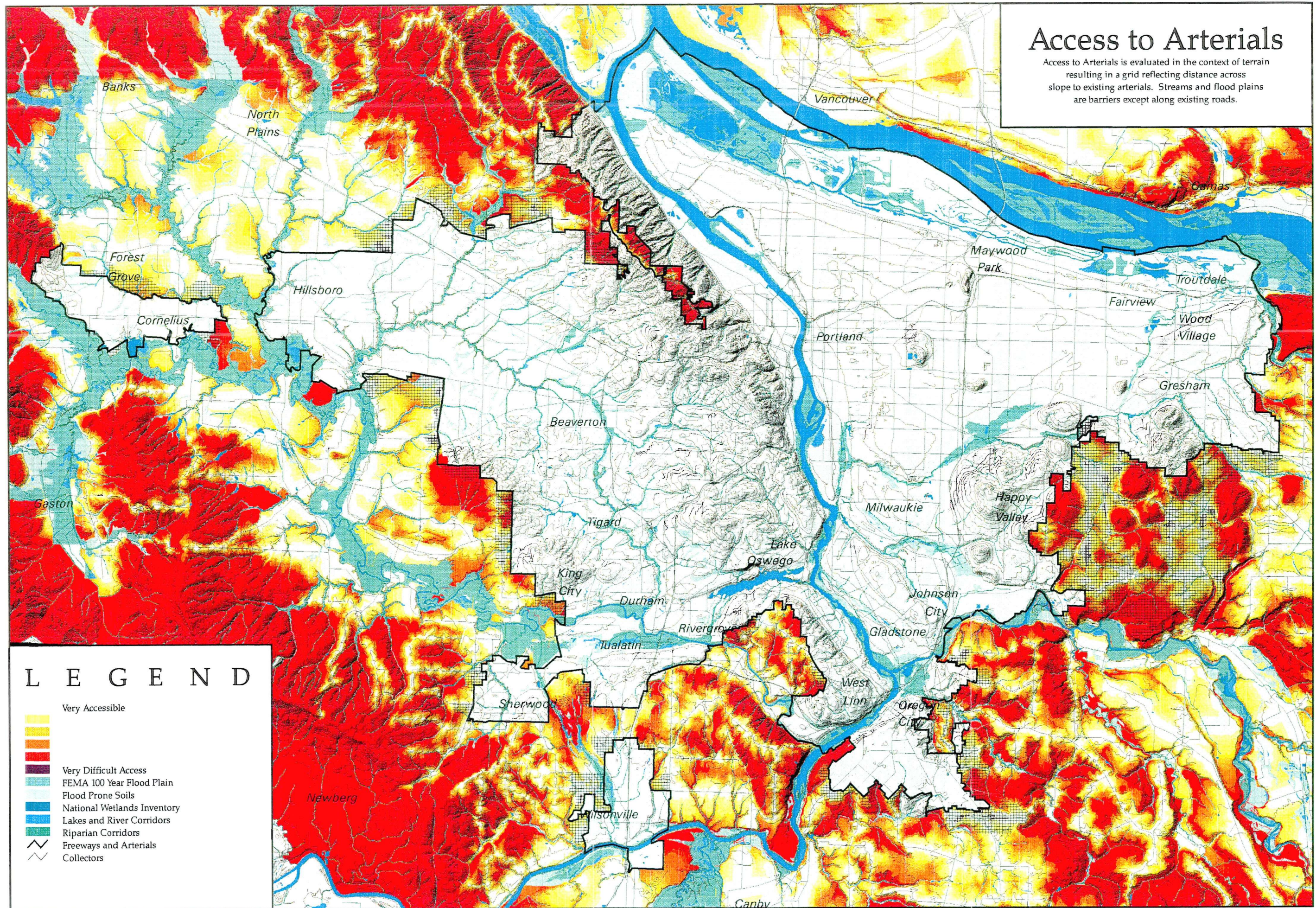
Following are maps generated by Metro's geographic information system illustrating these factors.

Proximity to UGB



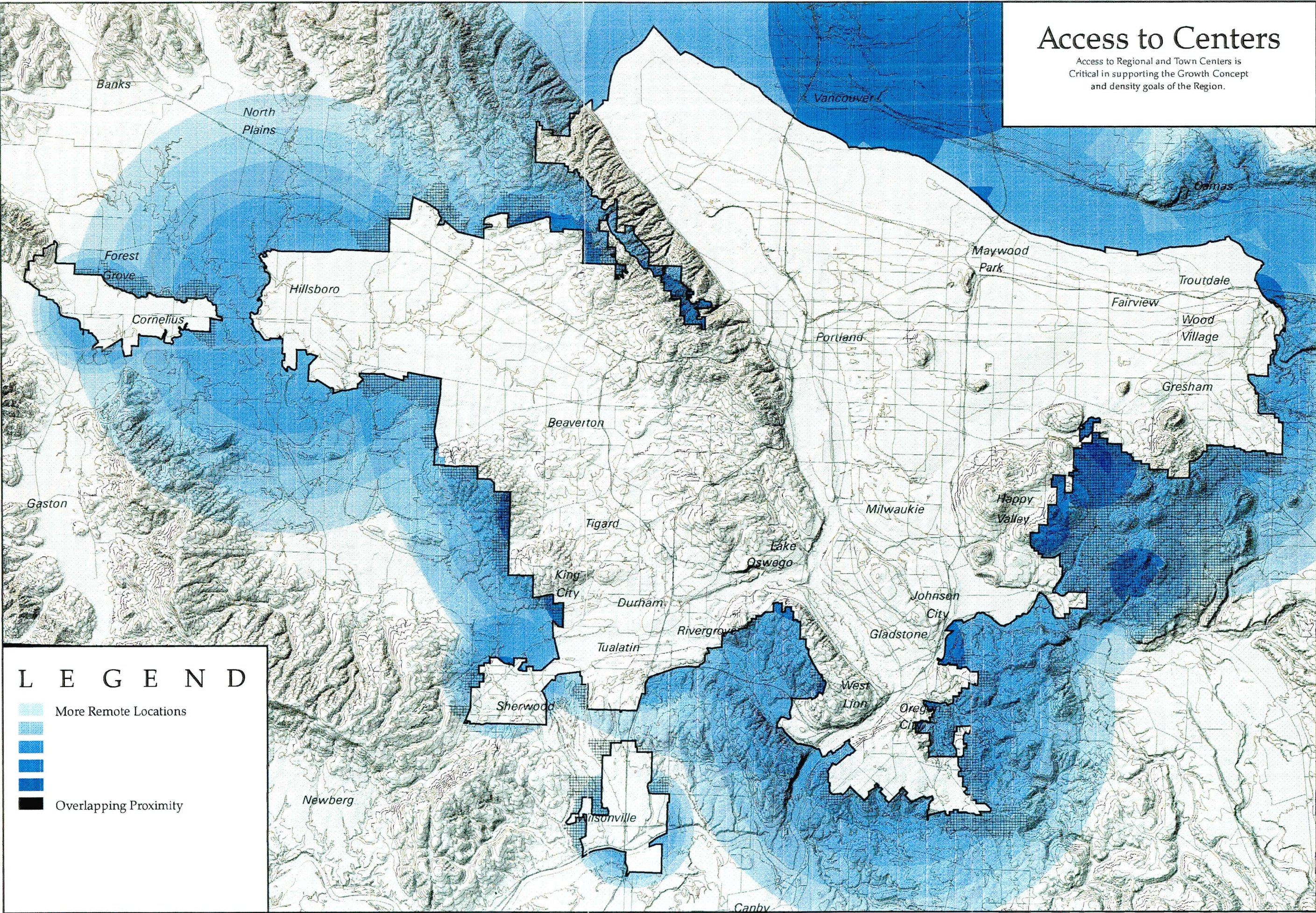
Access to Arterials

Access to Arterials is evaluated in the context of terrain resulting in a grid reflecting distance across slope to existing arterials. Streams and flood plains are barriers except along existing roads.



Access to Centers

Access to Regional and Town Centers is Critical in supporting the Growth Concept and density goals of the Region.

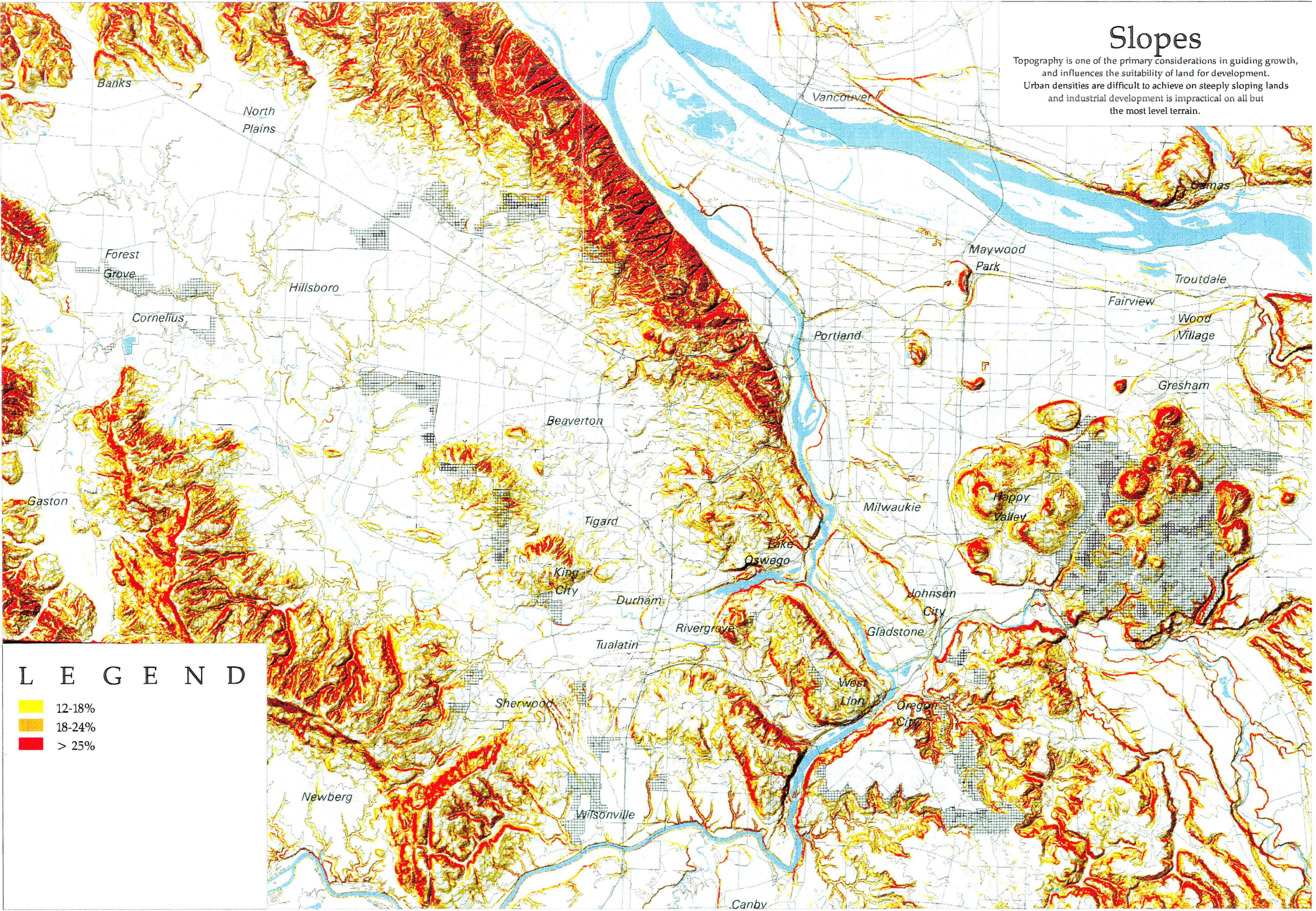


LEGEND

- More Remote Locations
-
-
-
- Overlapping Proximity

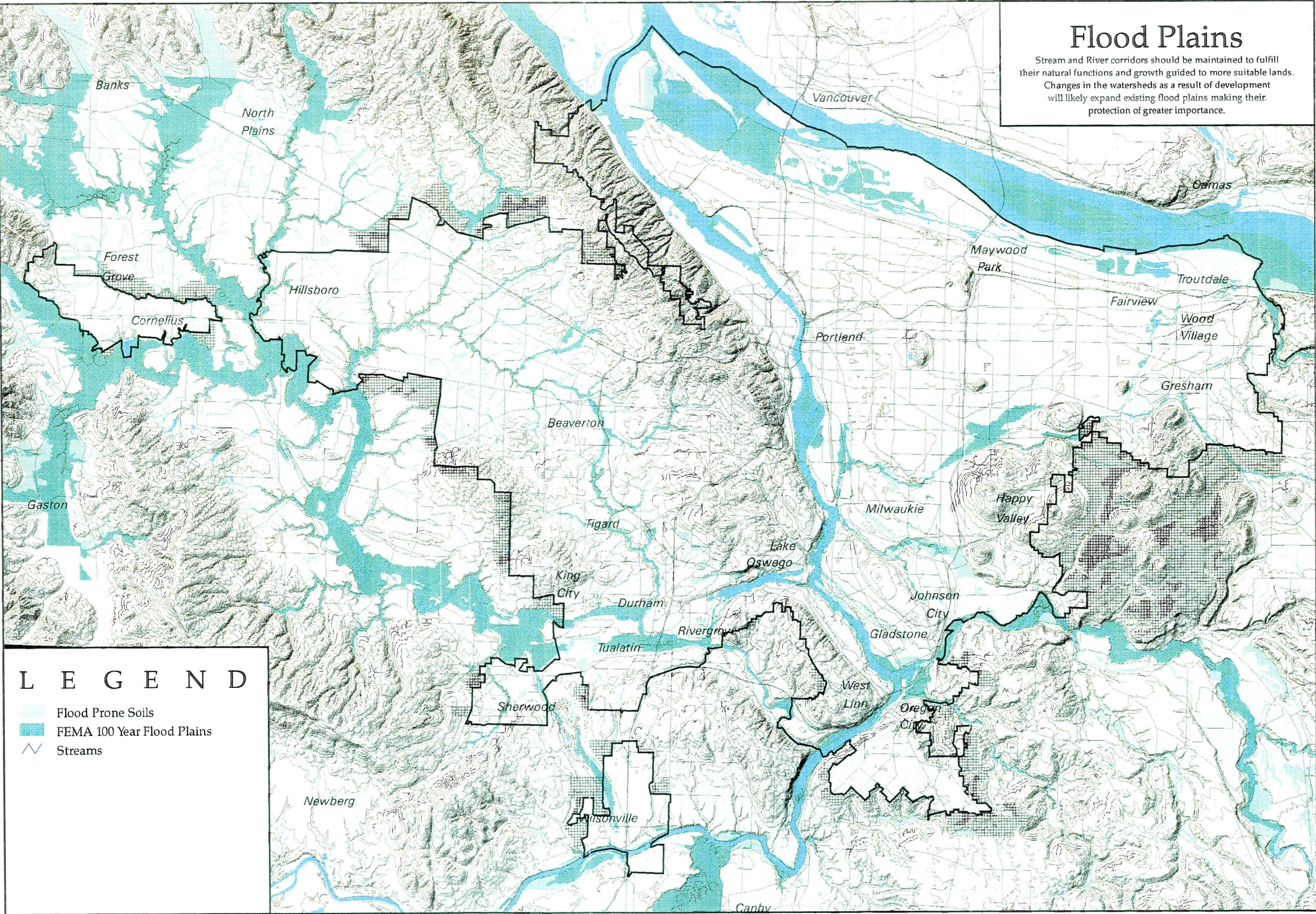
Slopes

Topography is one of the primary considerations in guiding growth, and influences the suitability of land for development. Urban densities are difficult to achieve on steeply sloping lands and industrial development is impractical on all but the most level terrain.



Flood Plains

Stream and River corridors should be maintained to fulfill their natural functions and growth guided to more suitable lands. Changes in the watersheds as a result of development will likely expand existing flood plains making their protection of greater importance.

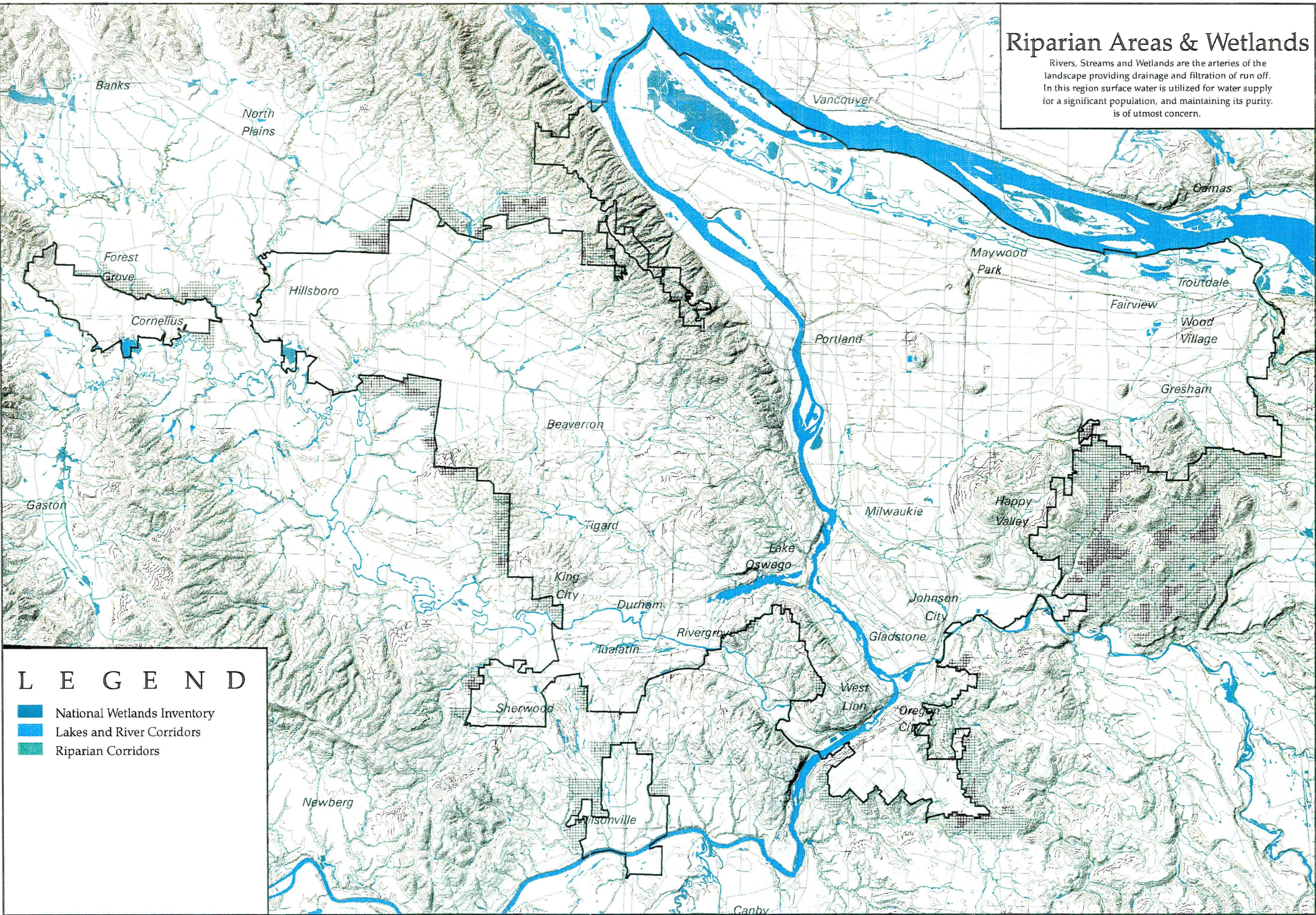


LEGEND




- Flood Prone Soils
- FEMA 100 Year Flood Plains
- Streams

Riparian Areas & Wetlands

Rivers, Streams and Wetlands are the arteries of the landscape providing drainage and filtration of run off. In this region surface water is utilized for water supply for a significant population, and maintaining its purity, is of utmost concern.

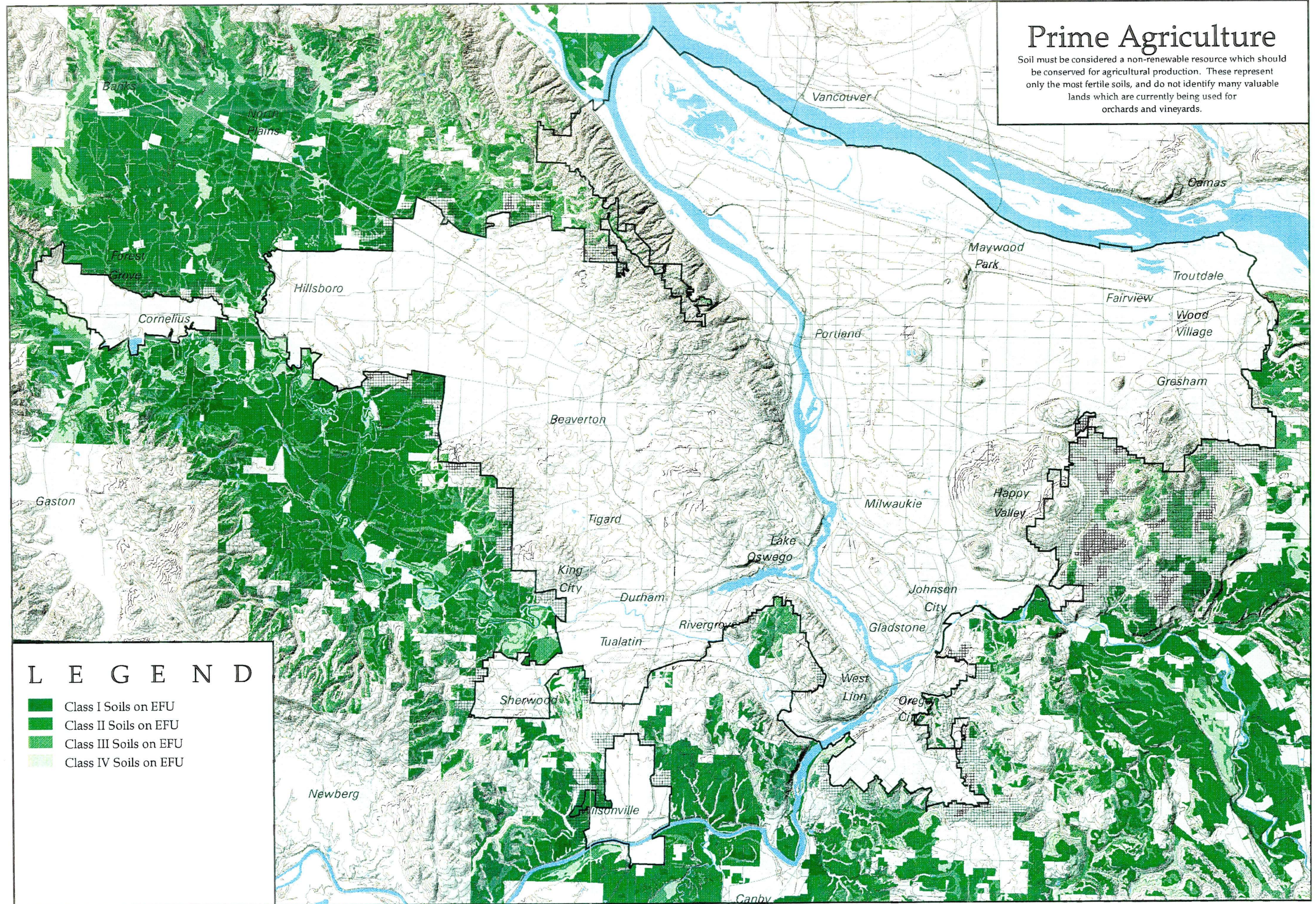


LEGEND

-  National Wetlands Inventory
-  Lakes and River Corridors
-  Riparian Corridors

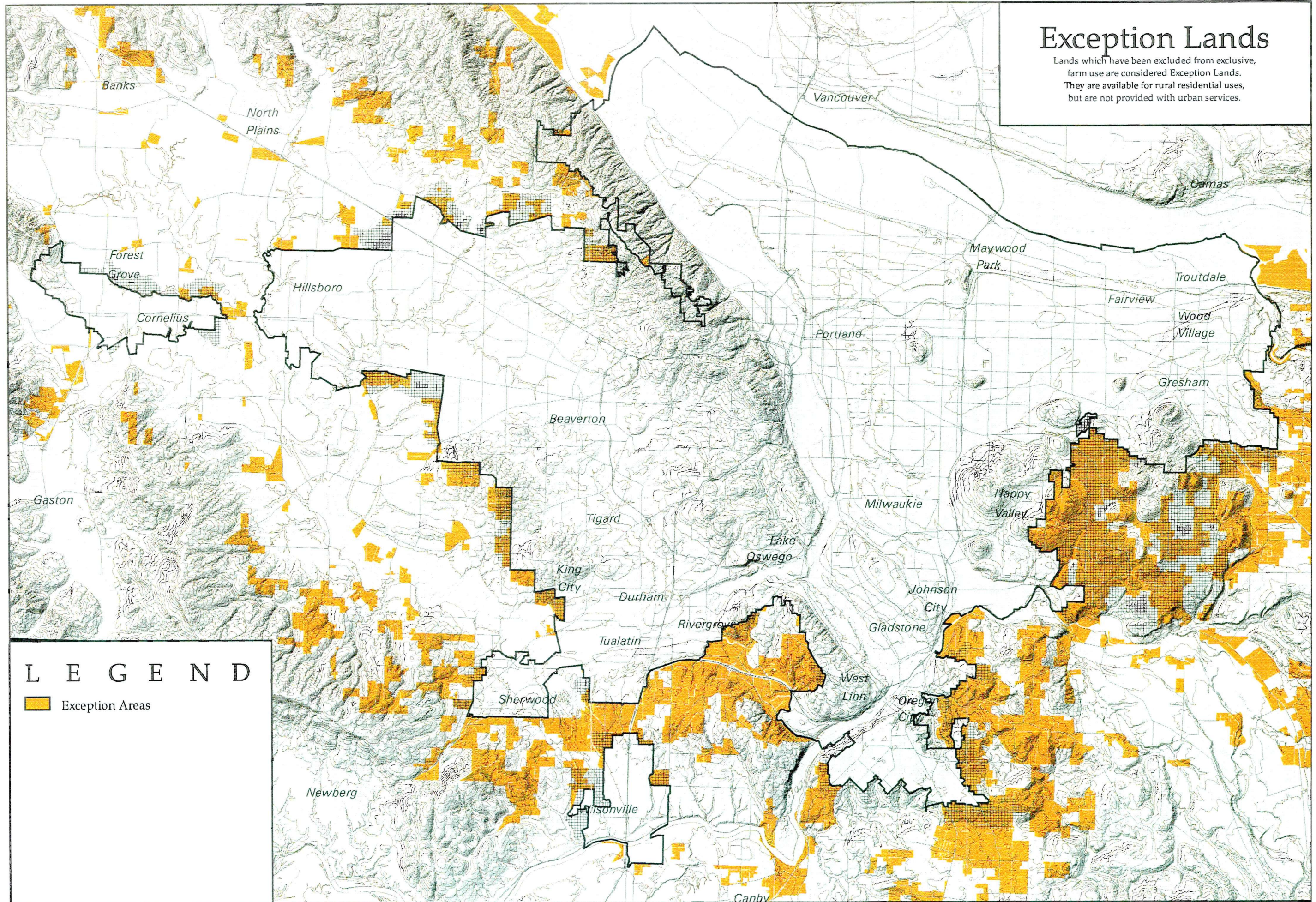
Prime Agriculture

Soil must be considered a non-renewable resource which should be conserved for agricultural production. These represent only the most fertile soils, and do not identify many valuable lands which are currently being used for orchards and vineyards.




Exception Lands

Lands which have been excluded from exclusive, farm use are considered Exception Lands. They are available for rural residential uses, but are not provided with urban services.



LEGEND

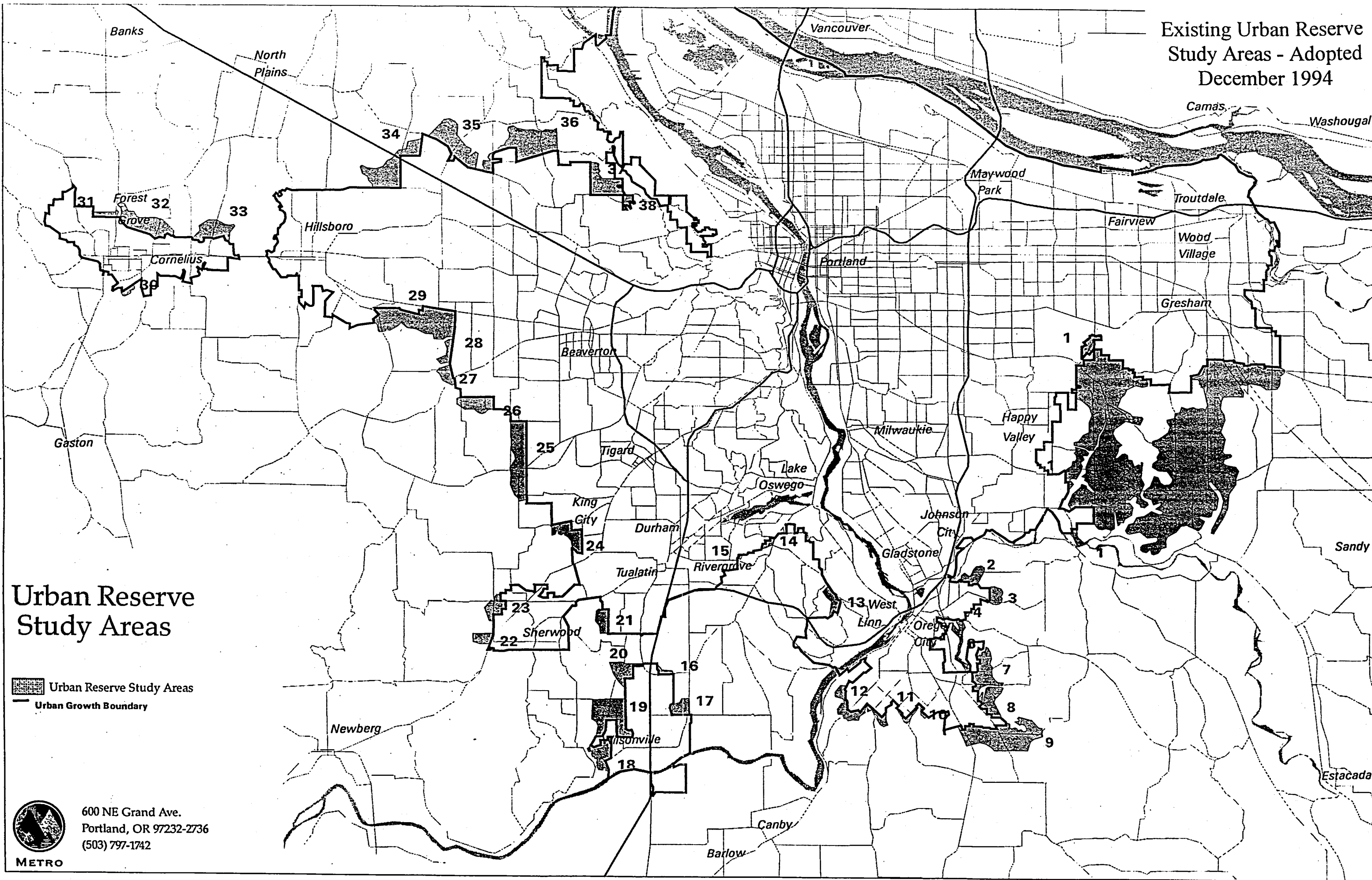
 Exception Areas

Region-Wide Proposal Site Maps

Existing Urban Reserve Study Areas
(Adopted by the Metro Council on December 8, 1994)

Map Number	Acreage
1.	11,699
2.	153
3.	128
4.	9
5.	11
6.	159
7.	374
8.	267
9.	1,027
10.	18
11.	55
12.	322
13.	139
14.	42
15.	8
16.	48
17.	145
18.	273
19.	641
20.	242
21.	162
22.	112
23.	192
22.	269
25.	694
26.	281
27.	128
28.	103
29.	1, 072
30.	48
31.	77
32.	526
33.	351
34.	692
35.	616
36.	892
37.	407
38.	<u>68</u>
TOTAL	22,450

Existing Urban Reserve
Study Areas - Adopted
December 1994



Urban Reserve
Study Areas

Urban Reserve Study Areas
Urban Growth Boundary

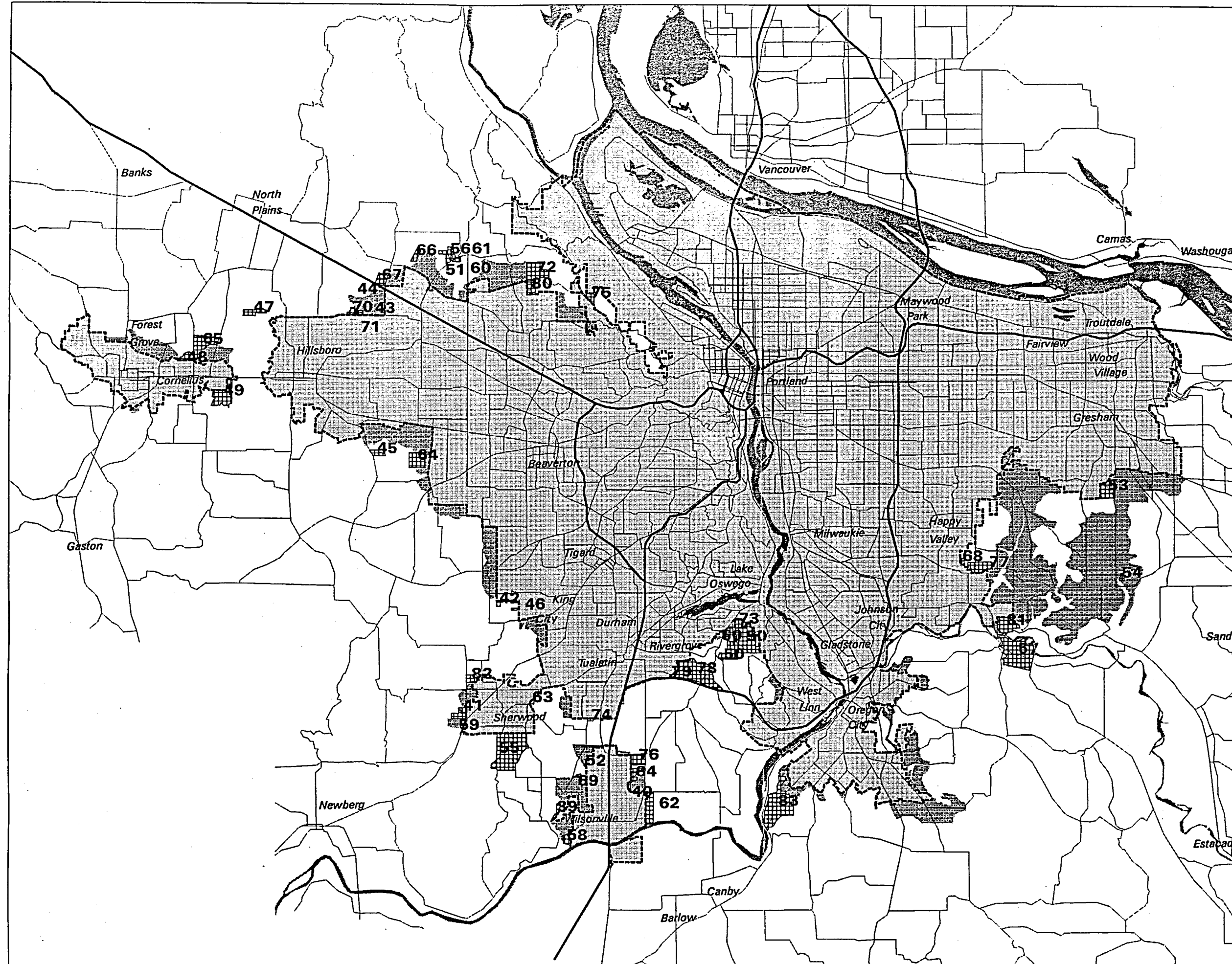
600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1742
METRO

Urban Reserve Study Areas

Modifications Proposed
By Citizen Input

- Urban Reserve Study Areas
- Proposed Additions

PROPOSED ADDITIONS



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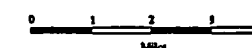
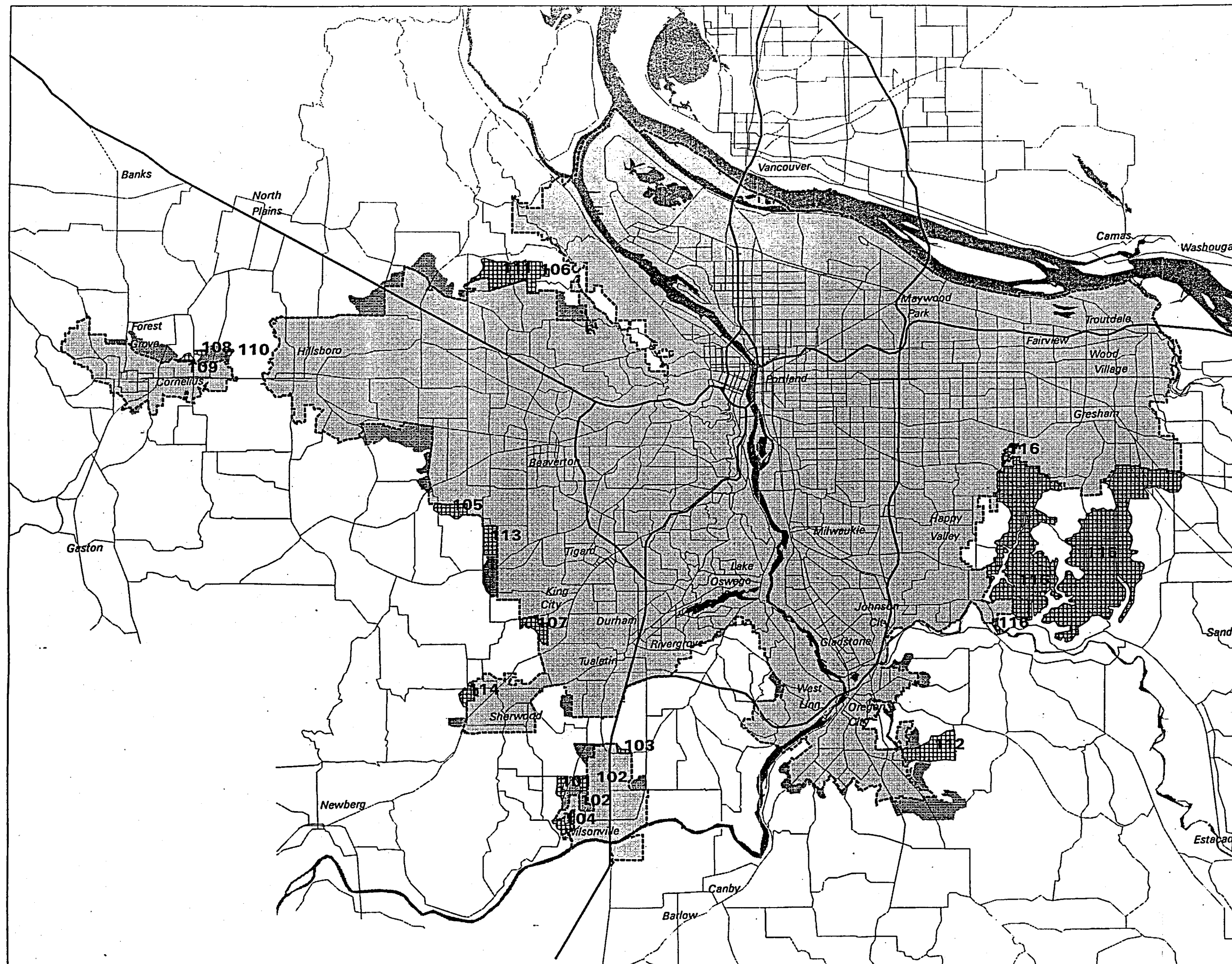


Urban Reserve Study Areas

Modifications Proposed
By Citizen Input

- Urban Reserve Study Areas
- Proposed Deletions

PROPOSED DELETIONS

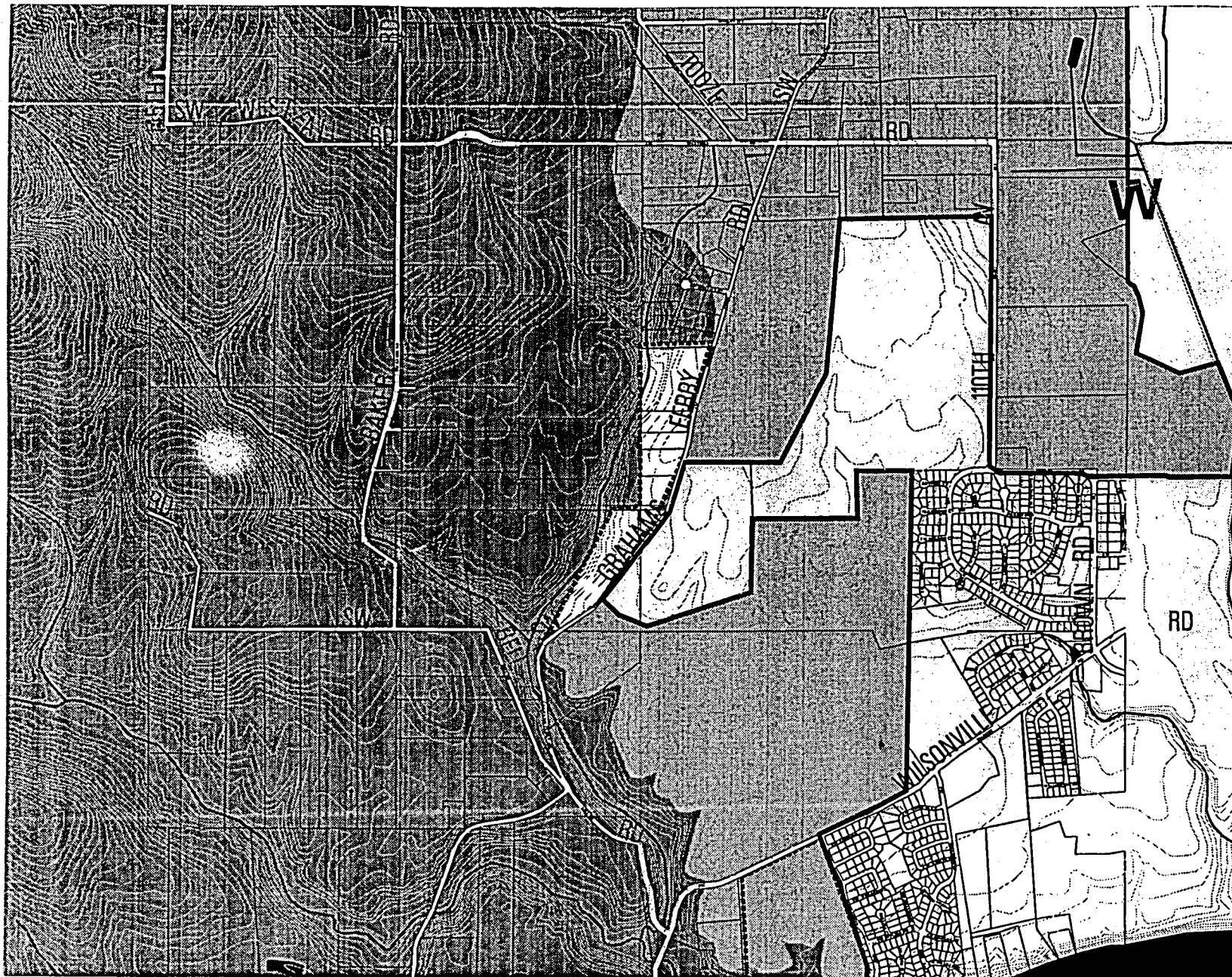


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METRO

Individual Site Maps



R L I S

Regional Land
Information System

Citizen Proposed Modifications

Additions
map: 39

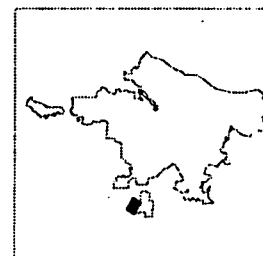
Urban Reserve Study Area

Addition Boundary

Urban Growth Boundary

43

map	=	39
value	=	9
ugbmin	=	52
ugbmean	=	531.051
trans	=	13.672
cendist	=	0.004
terrain	=	9.676
fldacre	=	0.000
ripacre	=	1.988
majorsoil	=	2
bestsoil	=	2
exacre	=	21.870
exland	=	2
efuacre	=	11.743
acres	=	34.02



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METRO



R L I S


Regional Land
Information System

Citizen Proposed Modifications

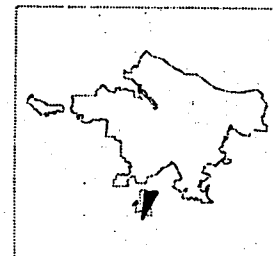
Additions
map: 40

 Urban Reserve Study Area

 Addition Boundary

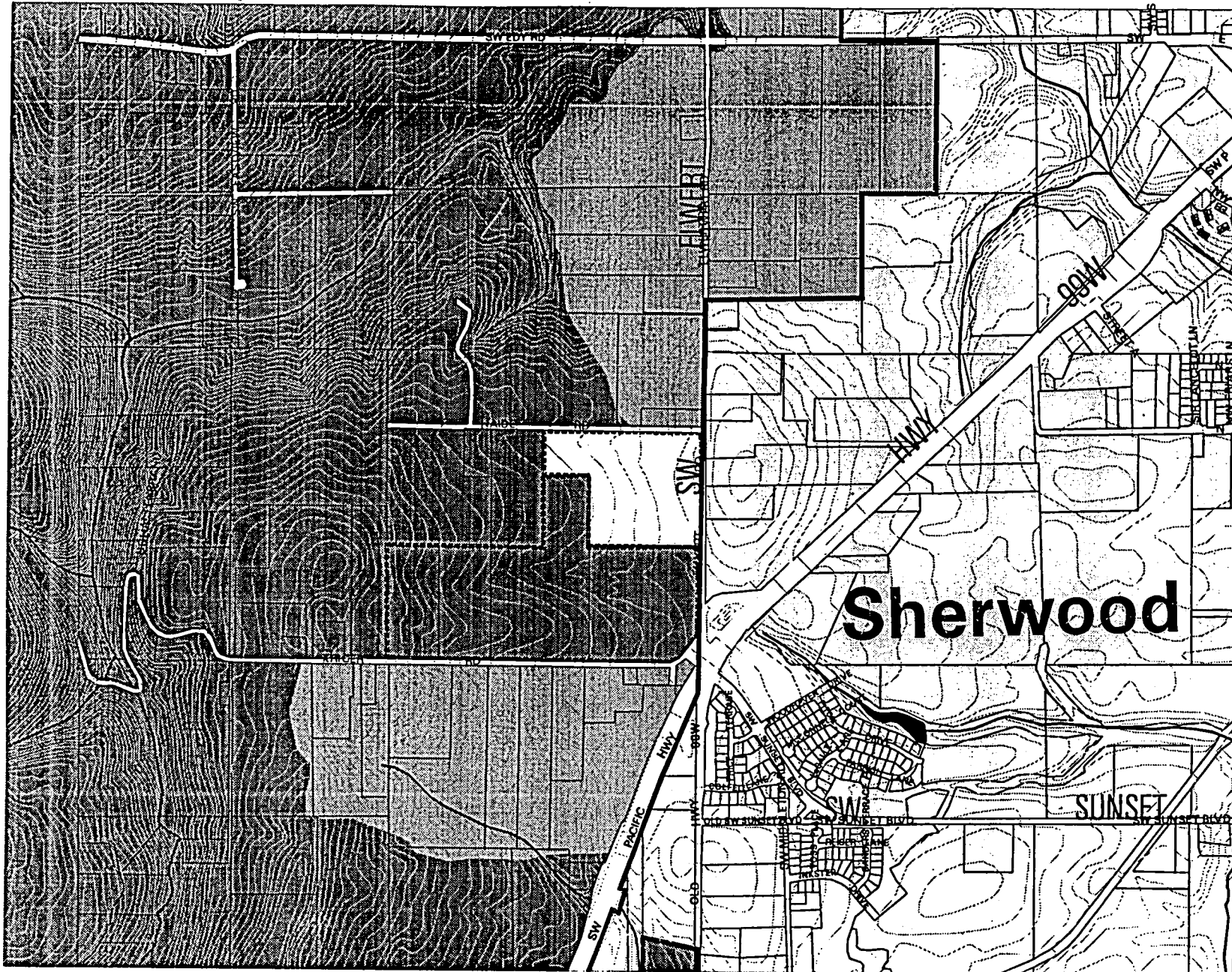
 Urban Growth Boundary
41

map	=	40
value	=	10
ugbmin	=	0
ugbmean	=	390.925
trans	=	9.794
cendist	=	2.184
terrain	=	17.484
fldacre	=	0.000
ripacre	=	6.772
majorsoil	=	6
bestsoil	=	2
exacre	=	30.631
exland	=	3
efuacre	=	0.373
acres	=	31.29



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Citizen Proposed Modifications

Additions
map: 41

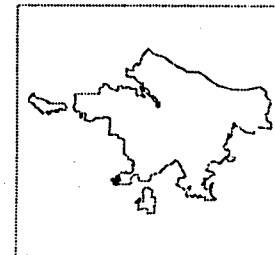
Urban Reserve Study Area

Addition Boundary

Urban Growth Boundary

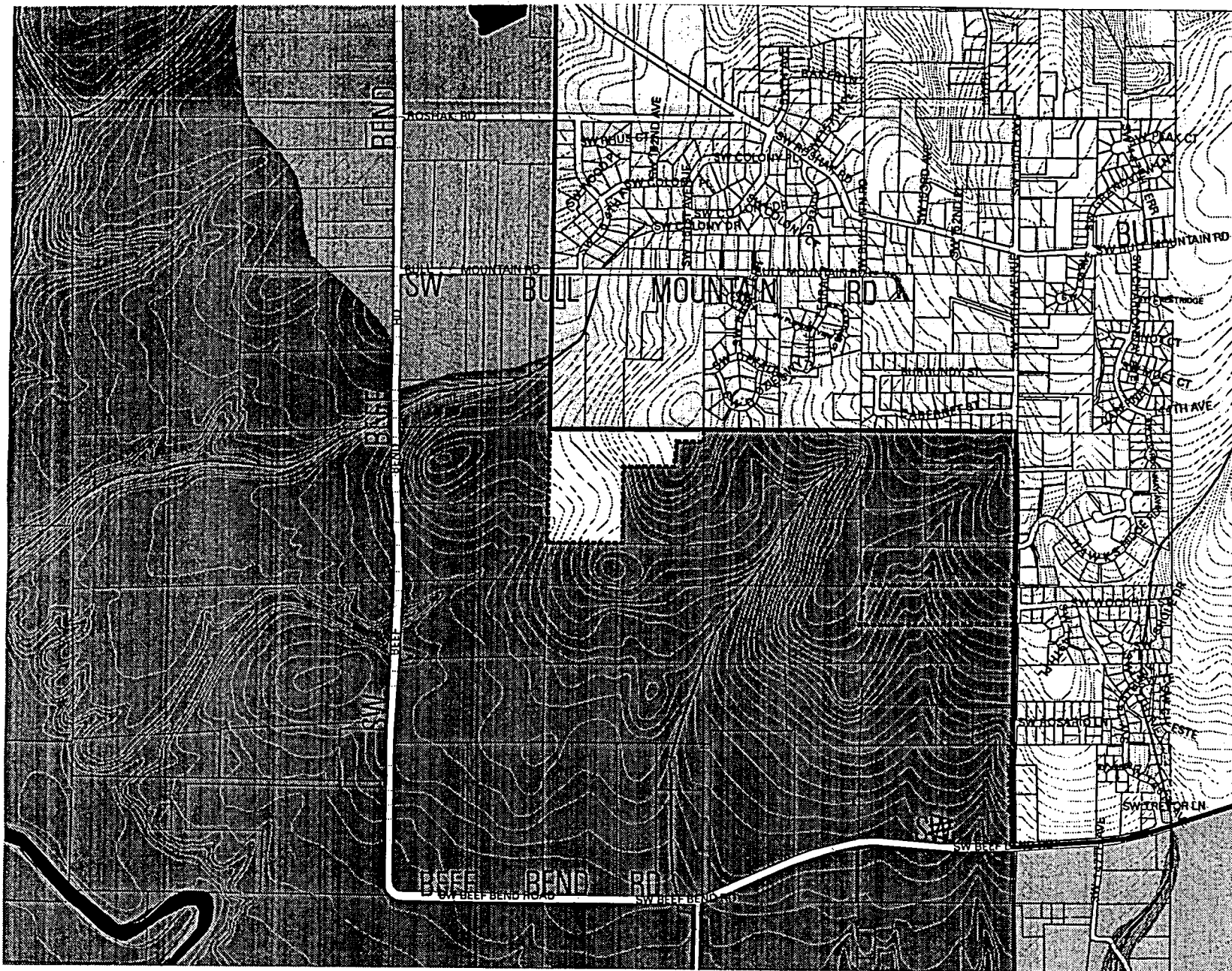
33

map	=	41
value	=	18
ugbmin	=	52
ugbmean	=	599.361
trans	=	17.302
cendist	=	3.010
terrain	=	4.708
fldacre	=	0.000
ripacre	=	0.000
majorsoil	=	3
bestsoil	=	2
exacre	=	0.000
exland	=	0
efuacre	=	23.983
acres	=	24.09



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R L I S

Regional Land
Information System

Citizen Proposed Modifications

Additions

map: 42

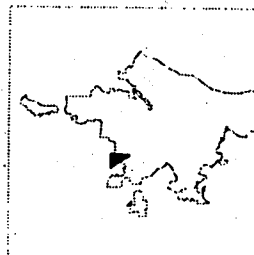
Urban Reserve Study Area

Addition Boundary

Urban Growth Boundary

24

map	=	42
value	=	57
ugbmin	=	0
ugbmean	=	416.918
trans	=	4.595
cendist	=	4.935
terrain	=	11.442
fldacre	=	0.000
ripacre	=	0.000
majorsoil	=	4
bestsoil	=	2
exacre	=	17.335
exland	=	3
efuacre	=	0.000
acres	=	17.51



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Additions
map: 43

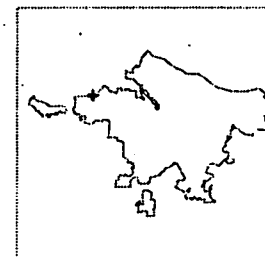
Urban Reserve Study Area

 Addition Boundary

Urban Growth Boundary

1

map	-	43
value	-	59
ugbmin	-	52
ugbmean	-	390.000
trans	-	19.432
cendist	-	4.000
terrain	-	0.965
fldacre	-	0.000
ripacre	-	0.373
majorsoil	-	2
bestsoil	-	2
exacre	-	0.000
exland	-	0
efuacre	-	3.107
acres	-	3.10



600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1742





Regional Land
Information System

Citizen Proposed Modifications

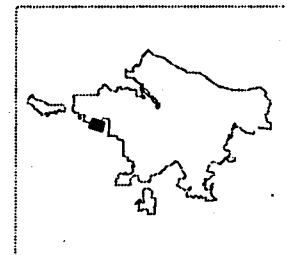
Additions
map: 45

Urban Reserve Study Area

Addition Boundary

Urban Growth Boundary
18

map	=	45
value	=	83
ugbmin	=	2923
ugbmean	=	4186.410
trans	=	18.207
cendist	=	4.001
terrain	=	1.951
fldacre	=	0.373
ripacre	=	0.000
majorsoil	=	2
bestsoil	=	2
exacre	=	0.000
exland	=	0
efuacre	=	44.113
acres	=	44.07



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Citizen Proposed Modifications

Additions
map: 46

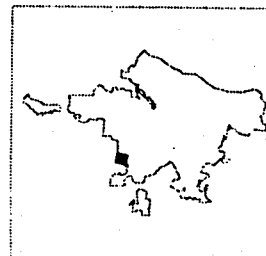
Urban Reserve Study Area

Addition Boundary

Urban Growth Boundary

25

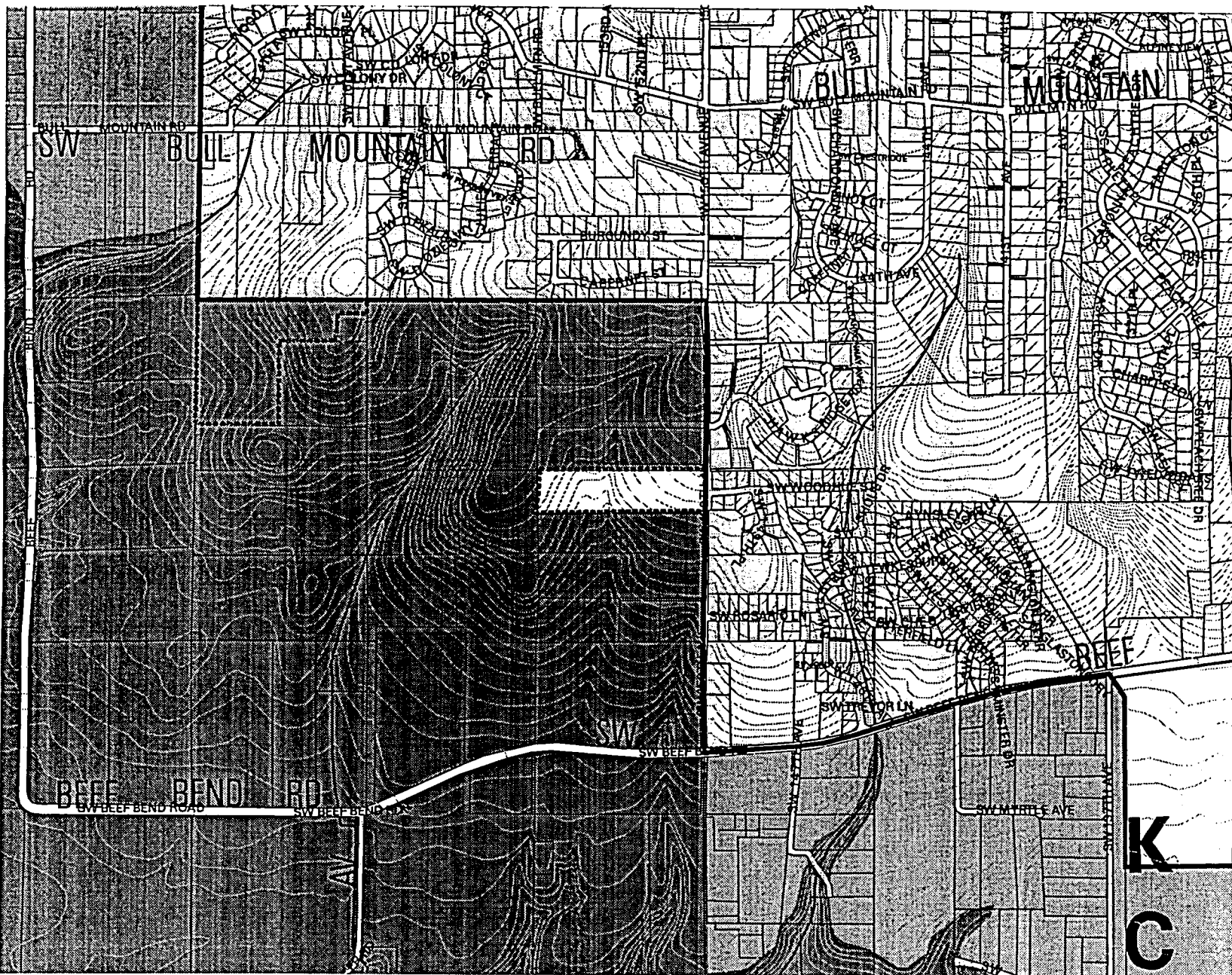
map	=	46
value	=	85
ugbmin	=	52
ugbmean	=	673.346
trans	=	12.699
cendist	=	5.791
terrain	=	11.702
fldacre	=	0.000
ripacre	=	0.000
majorsoil	=	3
bestsoil	=	2
exacre	=	9.258
exland	=	3
efuacre	=	0.000
acres	=	9.50

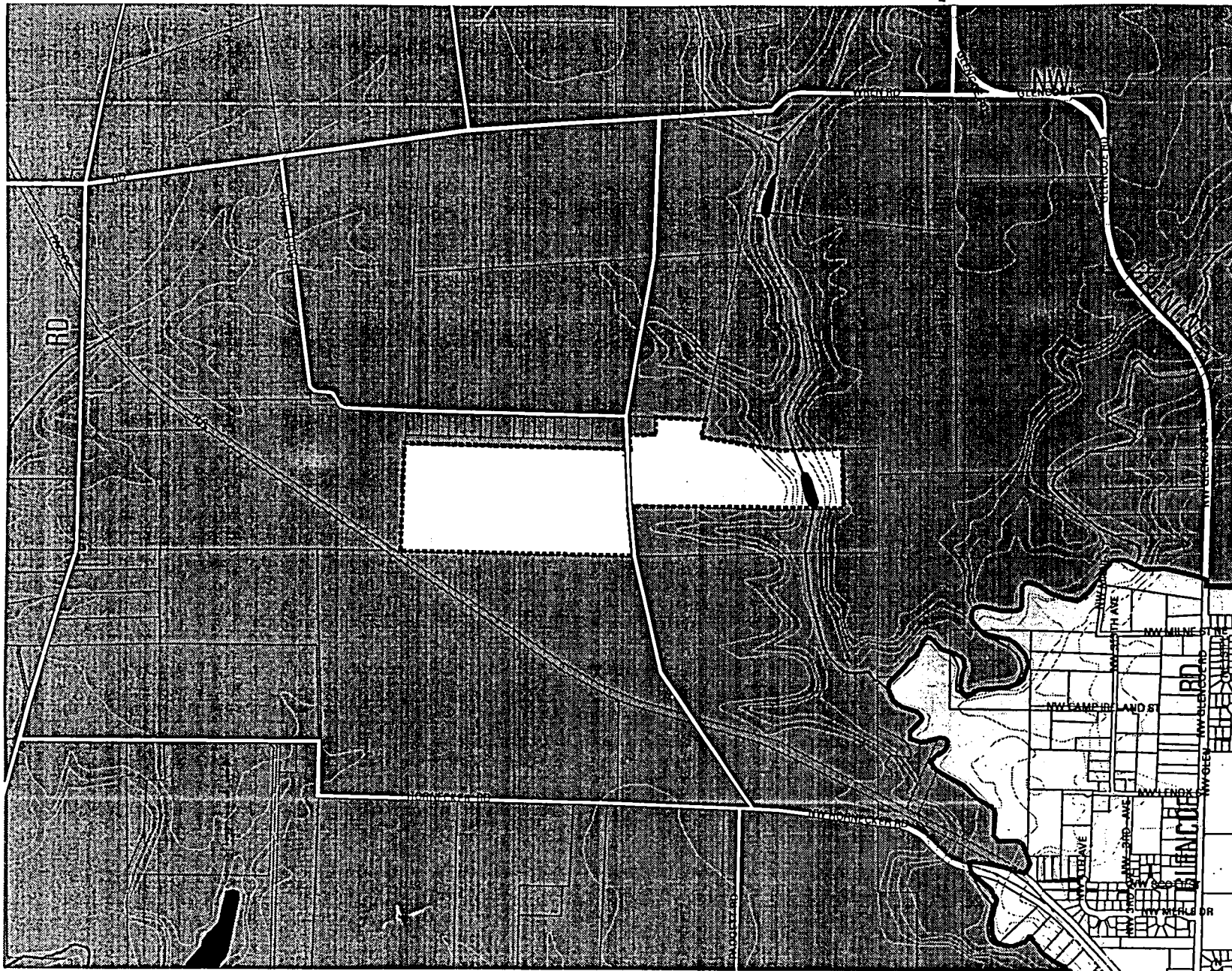


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Citizen Proposed Modifications

Additions
map: 47

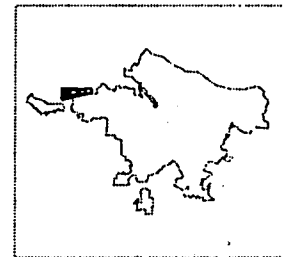
Urban Reserve Study Area

Addition Boundary

Urban Growth Boundary

11

map	=	47
value	=	117
ugbmin	=	1516
ugbmean	=	3406.288
trans	=	16.494
cendist	=	4.773
terrain	=	1.055
fldacre	=	6.648
ripacre	=	2.485
majorsoil	=	2
bestsoil	=	2
exacre	=	0.000
exland	=	0
efuacre	=	78.782
acres	=	79.08



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Citizen Proposed Modifications

Additions
map: 48

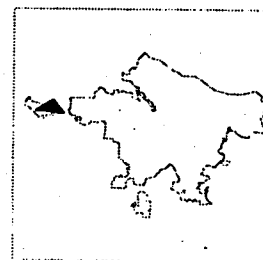
Urban Reserve Study Area

Addition Boundary

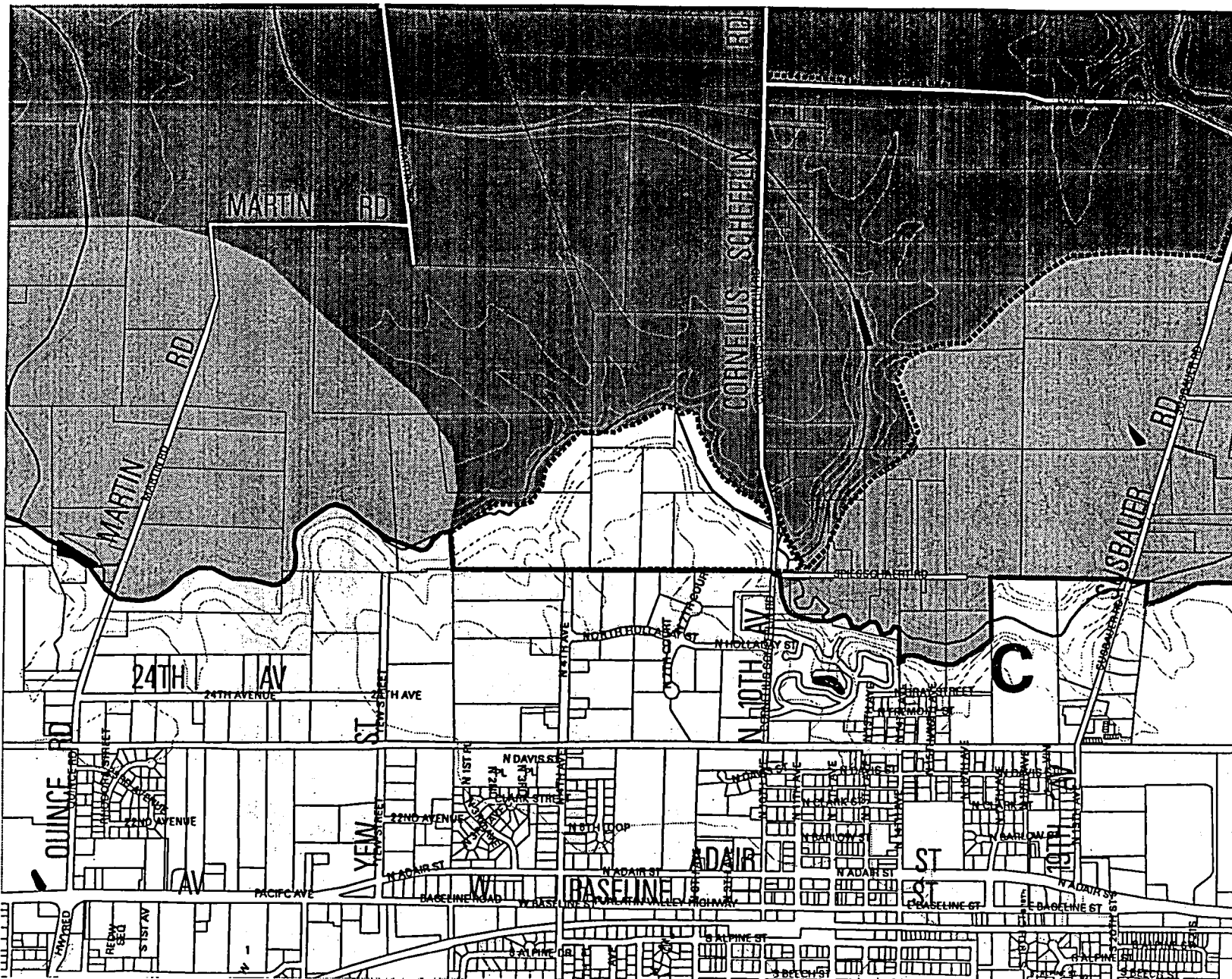
Urban Growth Boundary

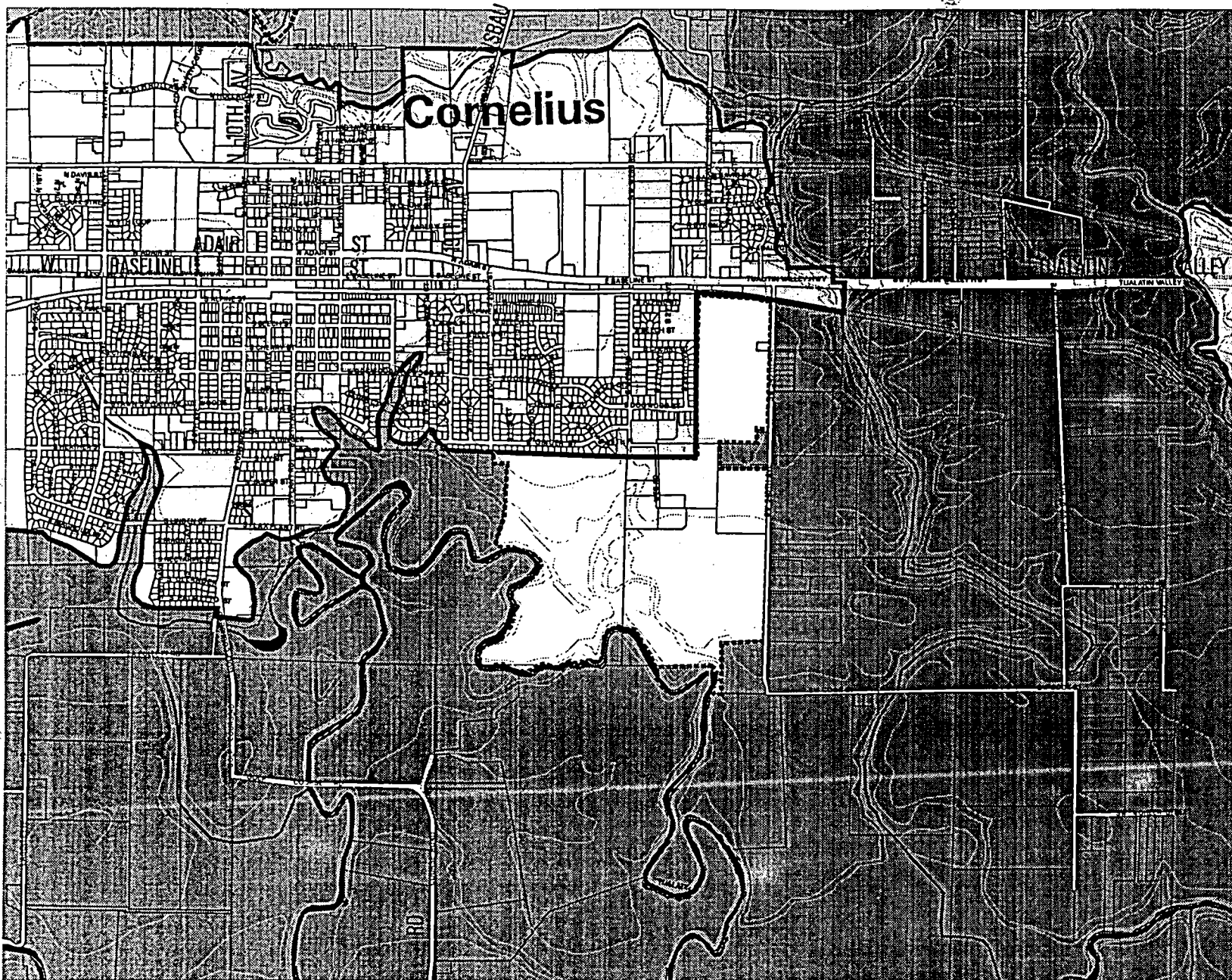
16

map	=	48
value	=	130
ugbmin	=	52
ugbmean	=	562.371
trans	=	15.623
cendist	=	3.197
terrain	=	4.136
fldacre	=	23.175
ripacre	=	0.000
majorsoil	=	3
bestsoil	=	1
exacre	=	1.118
exland	=	2
efuacre	=	63.747
acres	=	65.05



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Citizen Proposed Modifications

Additions
map: 49

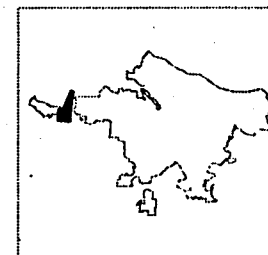
Urban Reserve Study Area

Addition Boundary

Urban Growth Boundary

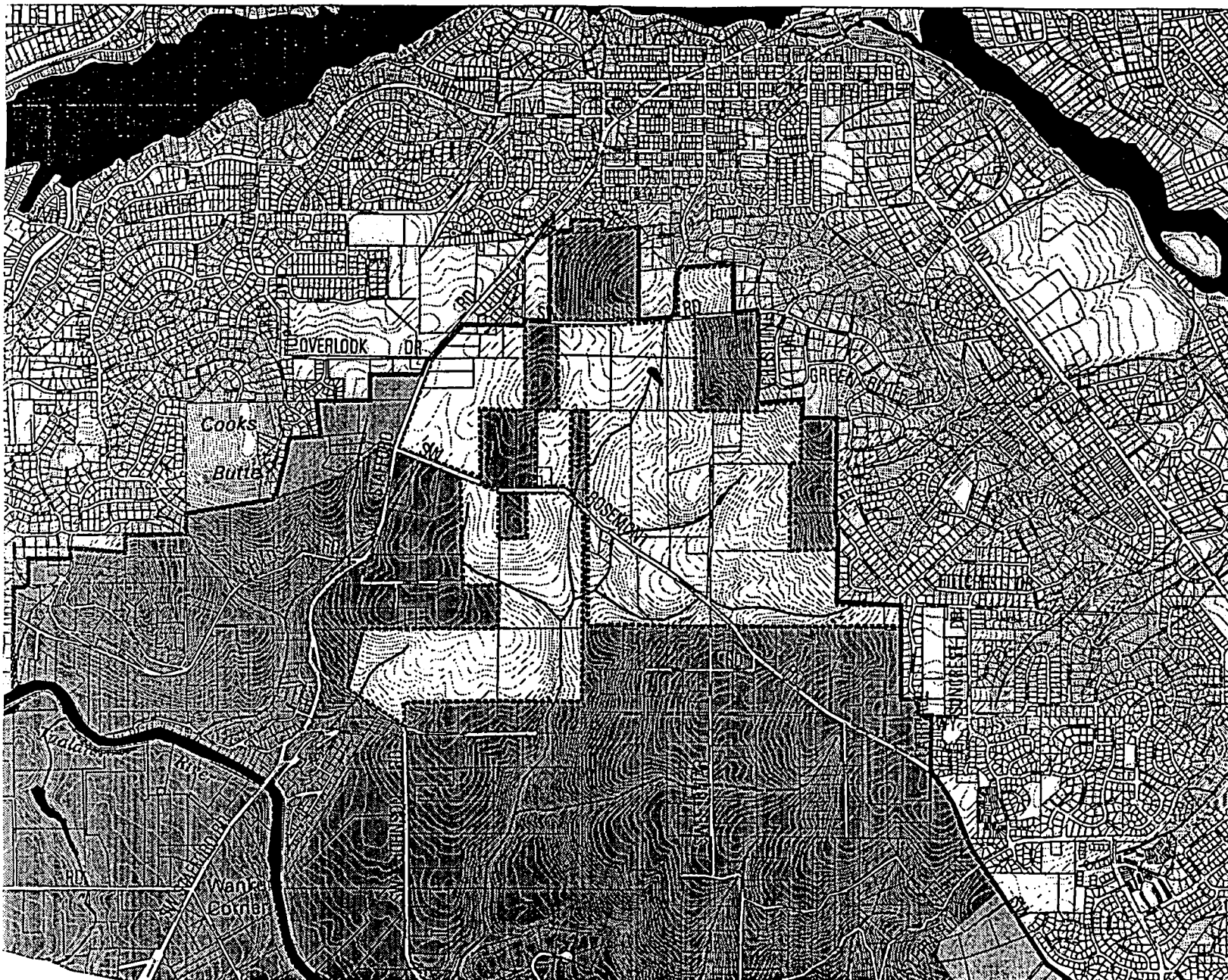
17

map	= 49
value	= 131
ugbmin	= 52
ugbmean	= 1207.874
trans	= 1.673
cendist	= 4.544
terrain	= 1.969
fldacre	= 78.161
ripacre	= 7.083
majorsoil	= 2
bestsoil	= 2
exacre	= 0.000
exland	= 0
efuacre	= 239.143
acres	= 240.73



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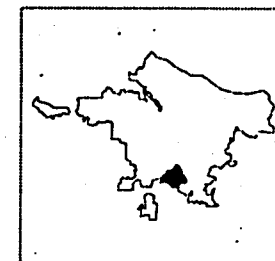
Additions
map: 50

 Urban Reserve Study Area

 Addition Boundary

 Urban Growth Boundary
27

map	= 50
value	= 137
ugbmin	= 0
ugbmean	= 1953.422
trans	= 9.541
cendist	= 6.028
terrain	= 10.635
fldacre	= 0.000
ripacre	= 41.690
majorsoil	= 3
bestsoil	= 2
exacre	= 14.974
exland	= 2
efuacre	= 529.792
acres	= 564.45



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Citizen Proposed
Modifications

Additions
map: 51

Urban Reserve Study Area

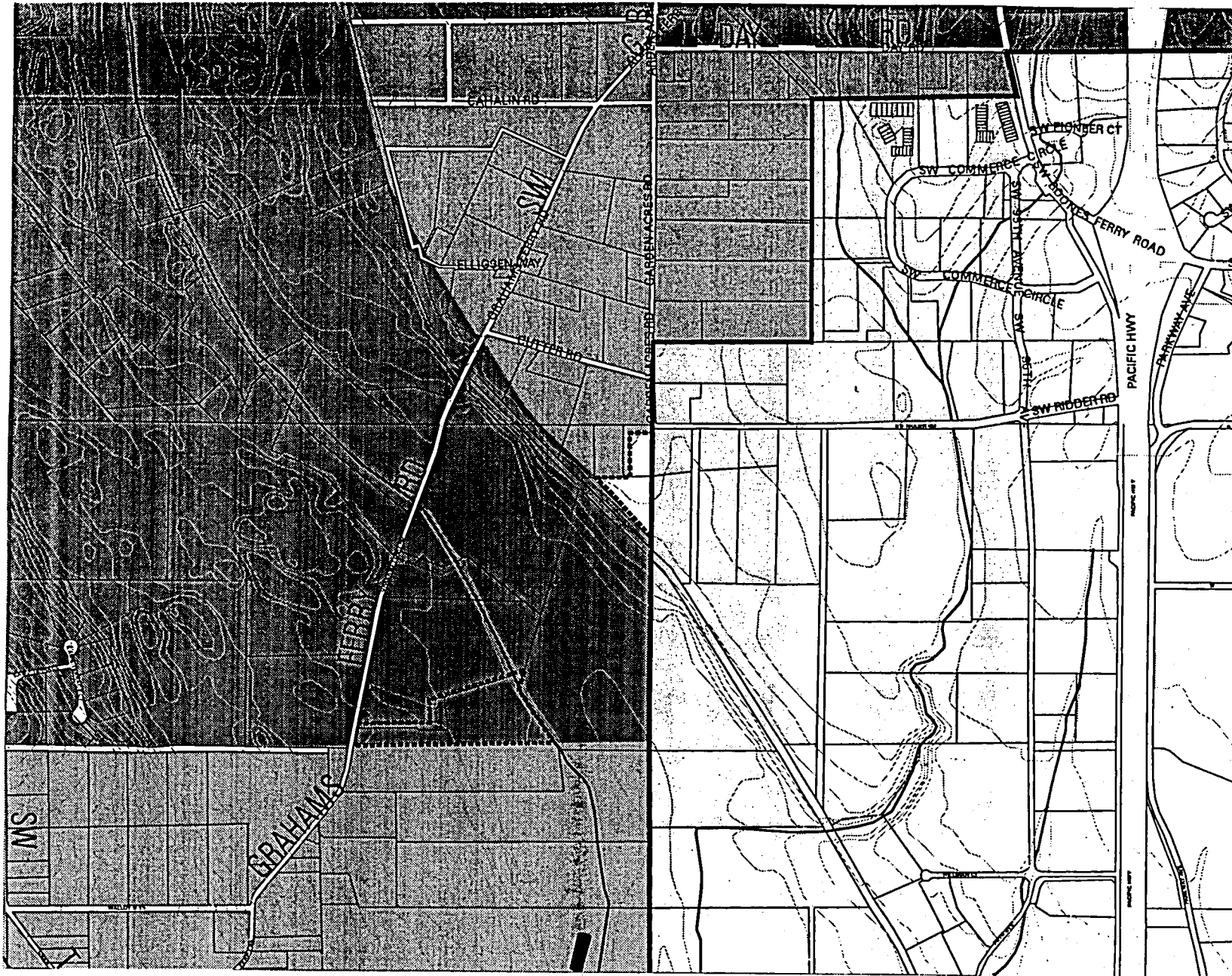
Addition Boundary

Urban Growth Boundary

5

map	-	51
value	-	141
ugbmin	-	4243
ugbmean	-	5214.352
trans	-	9.908
cendist	-	2.999
terrain	-	4.569
fidacre	-	13.234
ripacre	-	4.163
majorsoil	-	3
bestsoil	-	2
exacre	-	0.000
exland	-	0
efuacre	-	47.095
acres	-	47.24

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Citizen Proposed Modifications

Additions
map: 52

Urban Reserve Study Area

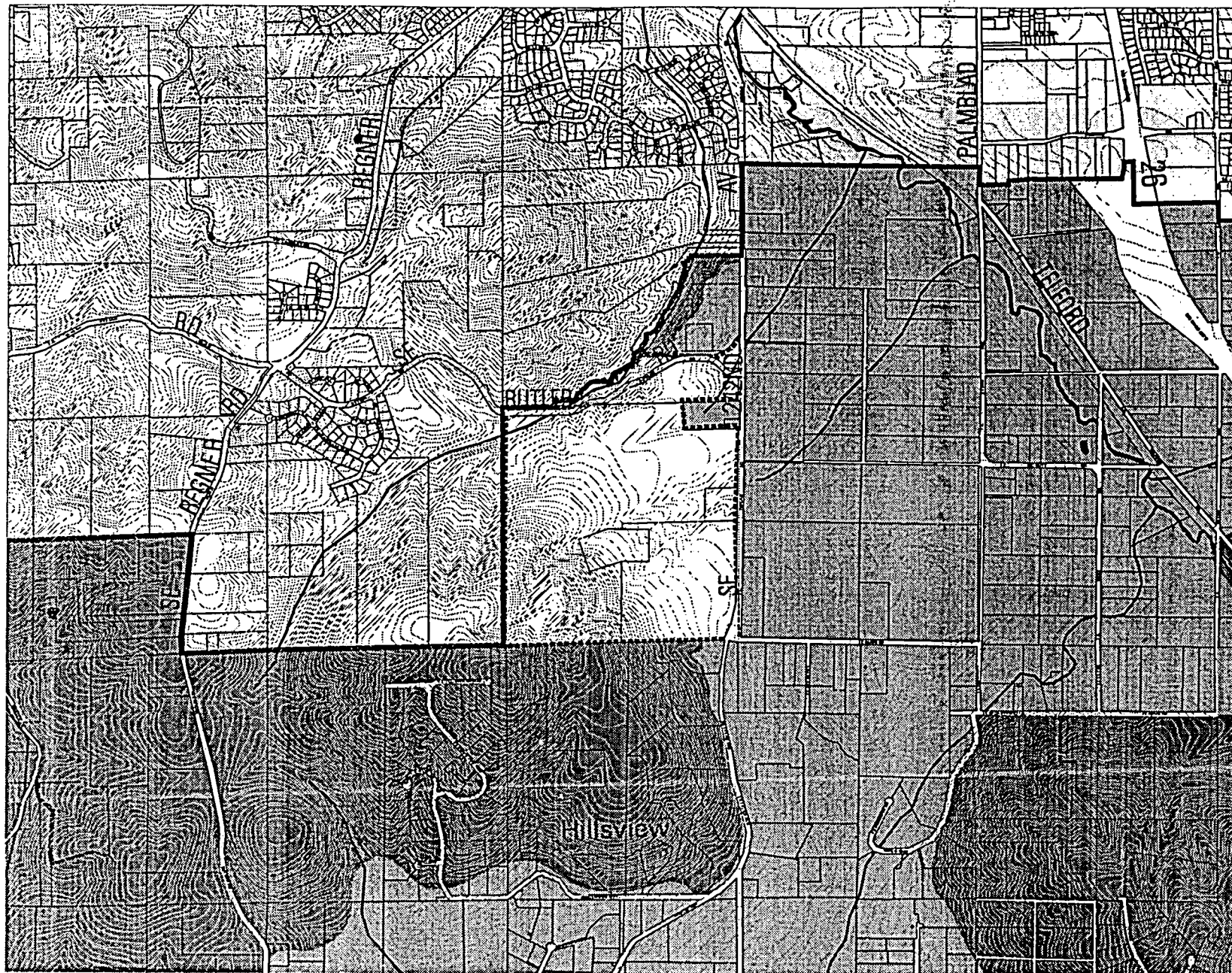
Addition Boundary

Urban Growth Boundary

39

map	=	52
value	=	149
ugbmin	=	52
ugbmean	=	146.623
trans	=	17.180
cendist	=	0.000
terrln	=	3.525
fldacre	=	0.000
ripacre	=	0.000
majorsoil	=	2
bestsoil	=	2
exacre	=	3.790
exland	=	2
efuacre	=	0.000
acres	=	3.79

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Citizen Proposed Modifications

Additions
map: 53

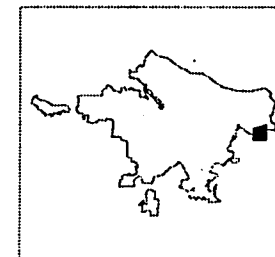
Urban Reserve Study Area

Addition Boundary

Urban Growth Boundary

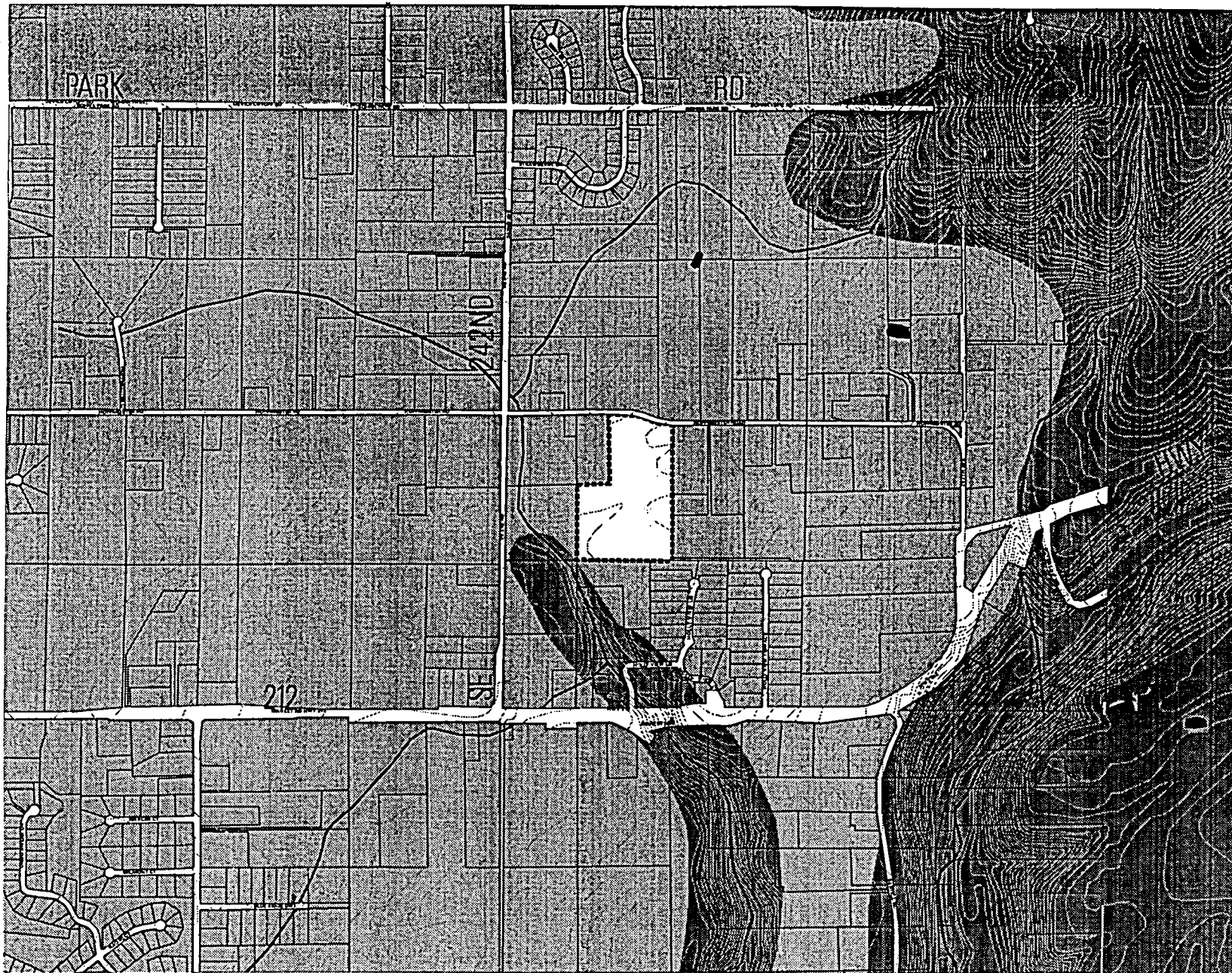
20

map	=	53
value	=	154
ugbmin	=	0
ugbmean	=	1041.394
trans	=	9.856
cendist	=	5.427
terrain	=	16.729
fldacre	=	0.000
ripacre	=	0.000
majorsoil	=	3
bestsoil	=	3
exacre	=	14.974
exland	=	3
efuacre	=	150.357
acres	=	170.40



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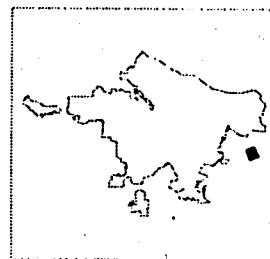
Additions
map: 54

 Urban Reserve Study Area

 Addition Boundary

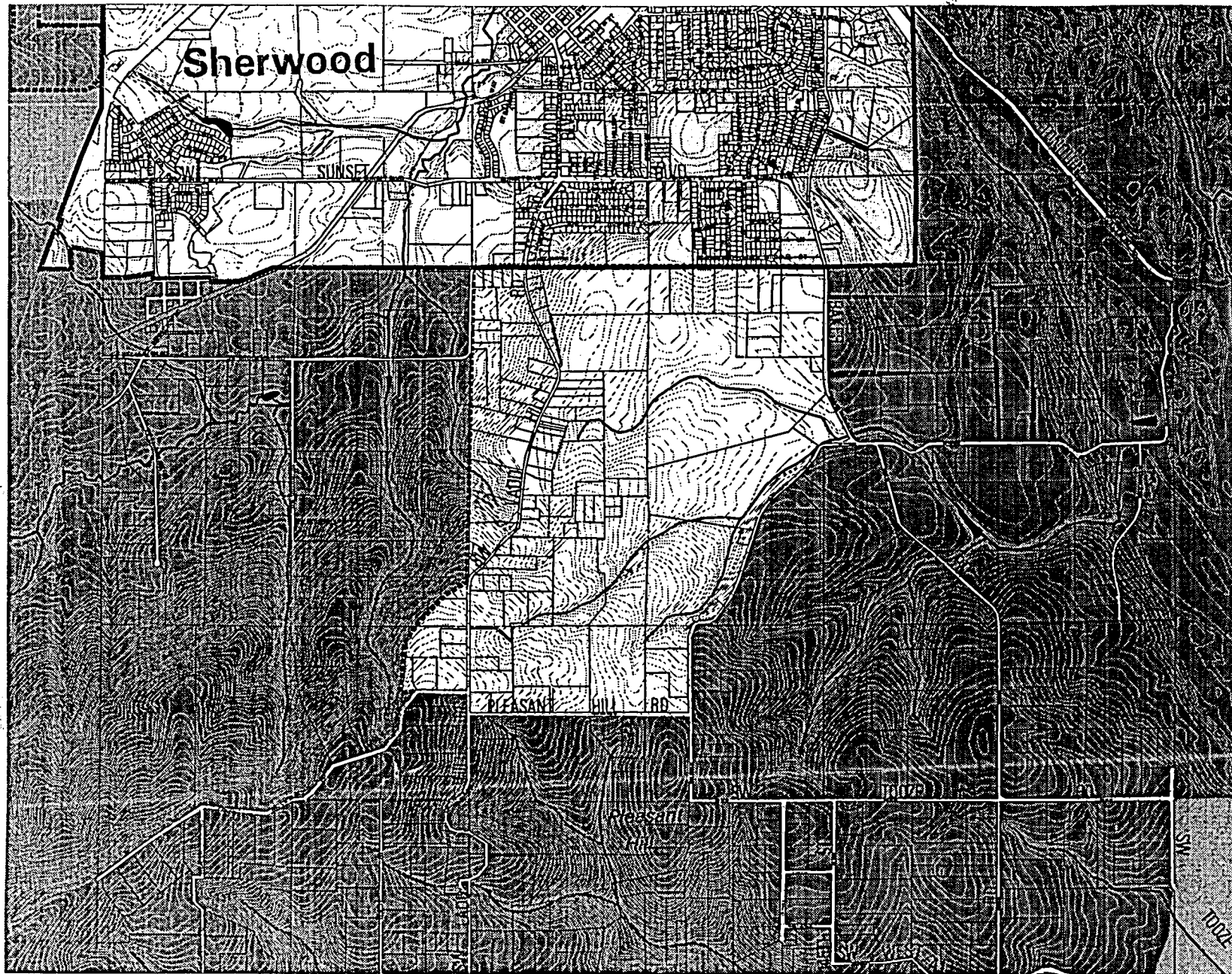
 Urban Growth Boundary
23

map	=	54
value	=	196
ugbmin	=	13974
ugbmean	=	14685.795
trans	=	15.037
cendist	=	1.482
terrain	=	1.666
fldacre	=	0.000
ripacre	=	0.000
majorsoil	=	4
bestsoil	=	2
exacre	=	0.000
exland	=	0
efuacre	=	20.255
acres	=	20.24



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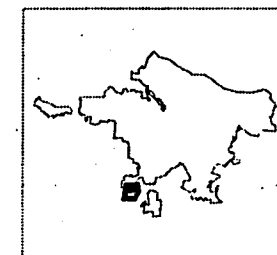
Additions
map: 55

 Urban Reserve Study Area

 Addition Boundary

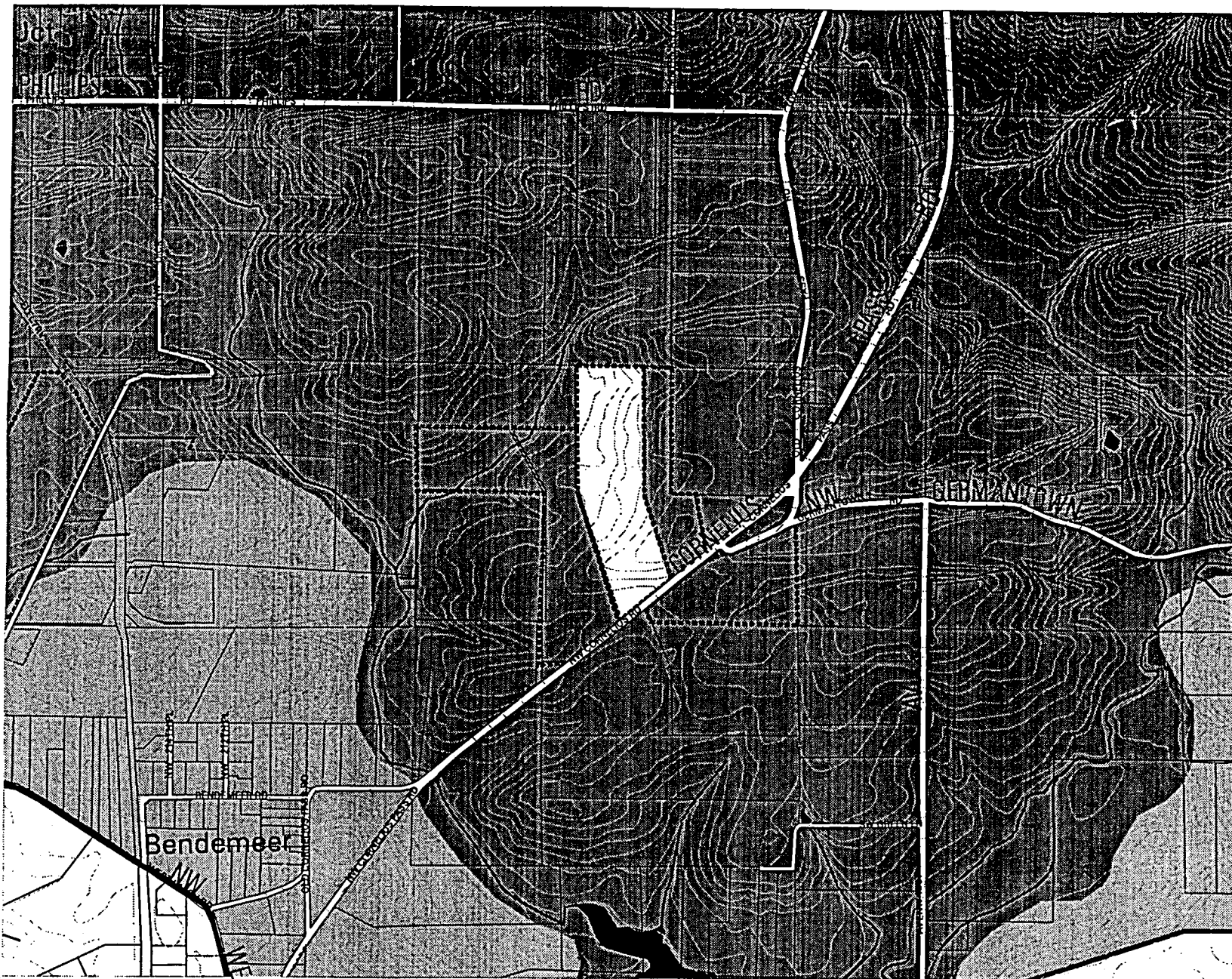
 Urban Growth Boundary
37

map	- 55
value	- 200
ugbmin	- 0
ugbmean	- 3109.397
trans	- 11.145
cendist	- 0.391
terrain	- 10.948
fldacre	- 14.290
ripacre	- 35.601
majorsoil	- 2
bestsoil	- 2
exacre	- 275.427
exland	- 3
efuacre	- 431.314
acres	- 721.56



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Additions
map: 56

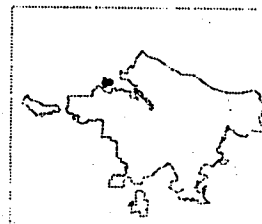
Urban Reserve Study Area

Addition Boundary

Urban Growth Boundary

3

map	= 56
value	= 220
ugbmin	= 5180
ugbmean	= 6036.223
trans	= 14.080
cendist	= 2.453
terrain	= 6.769
fidacre	= 6.400
ripacre	= 0.000
majorsoil	= 3
bestsoil	= 2
exacre	= 0.000
exland	= 0
efuacre	= 38.397
acres	= 38.36



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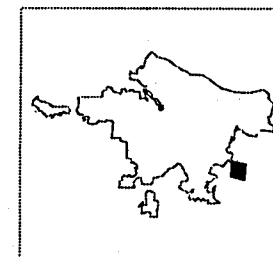
Additions
map: 57

Urban Reserve Study Area

Addition Boundary

Urban Growth Boundary
33

map	=	57
value	=	243
ugbmin	=	2568
ugbmean	=	6352.977
trans	=	16.300
cendist	=	2.147
terrain	=	4.465
fldacre	=	134.017
ripacre	=	64.430
majorsoil	=	2
bestsoil	=	2
exacre	=	202.982
exland	=	3
efuacre	=	389.686
acres	=	605.85



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Additions
map: 58

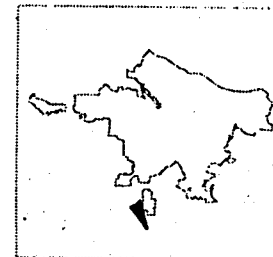
Urban Reserve Study Area

Addition Boundary

Urban Growth Boundary

44

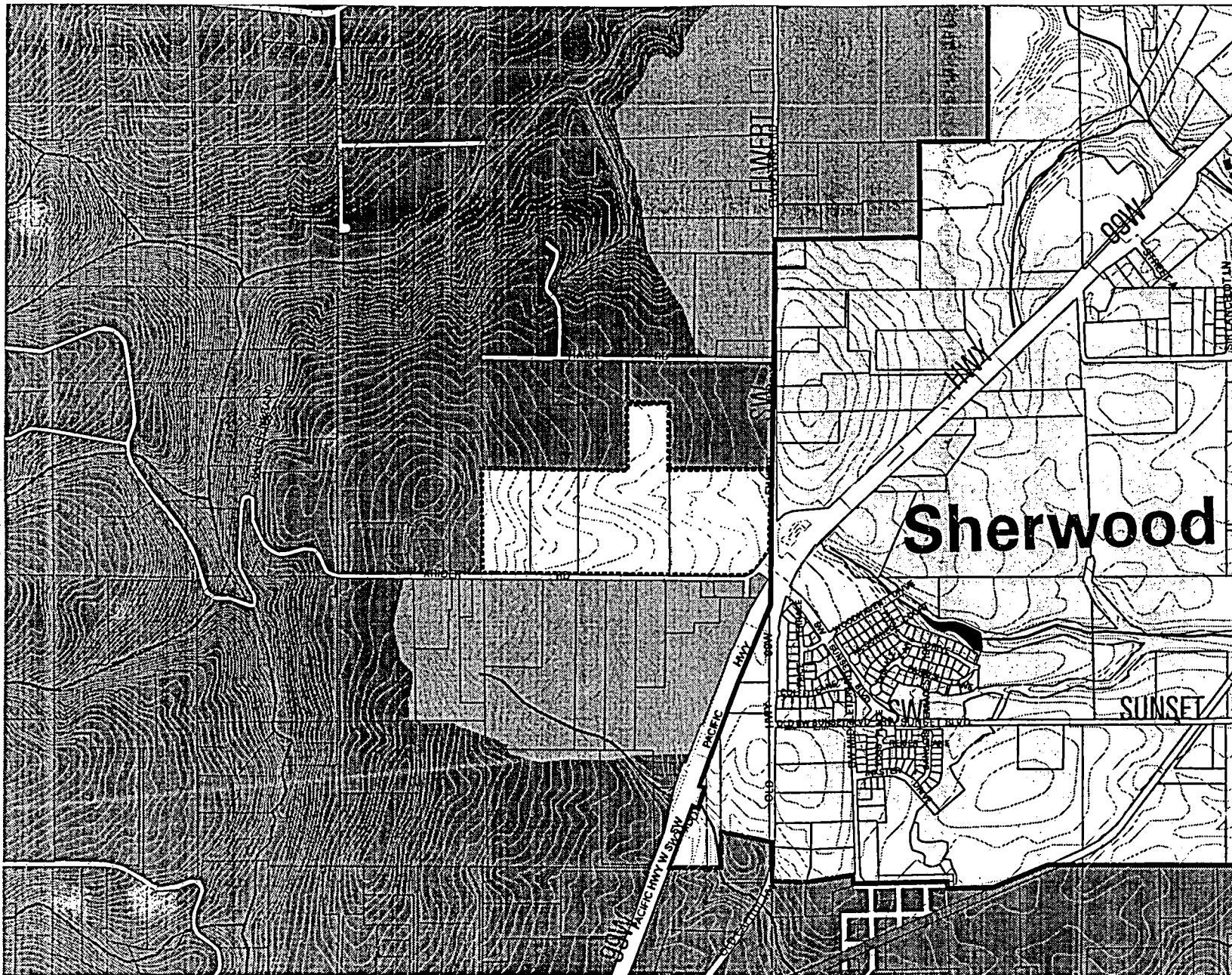
map	=	58
value	=	245
ugbmin	=	0
ugbmean	=	552.374
trans	=	16.613
cendist	=	1.058
terrain	=	6.944
fldacre	=	3.231
ripacre	=	0.000
majorsoil	=	2
bestsoil	=	1
exacre	=	0.000
exland	=	0
efuacre	=	46.909
acres	=	47.12



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Additions
map: 59

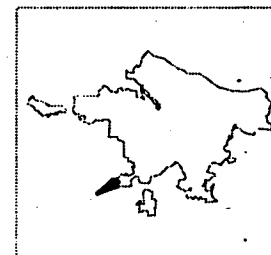
Urban Reserve Study Area

Addition Boundary

Urban Growth Boundary

34

map	=	59
value	=	246
ugbmin	=	52
ugbmean	=	1330.797
trans	=	16.461
cendist	=	2.177
terrain	=	6.648
fldacre	=	0.000
ripacre	=	0.000
majorsoil	=	2
bestsoil	=	2
exacre	=	0.000
exland	=	0
efuacre	=	62.442
acres	=	62.39



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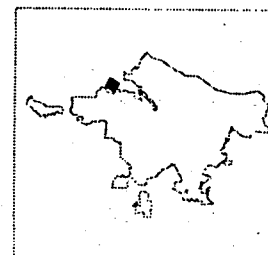
Additions
map: 60

Urban Reserve Study Area

Addition Boundary

Urban Growth Boundary
6

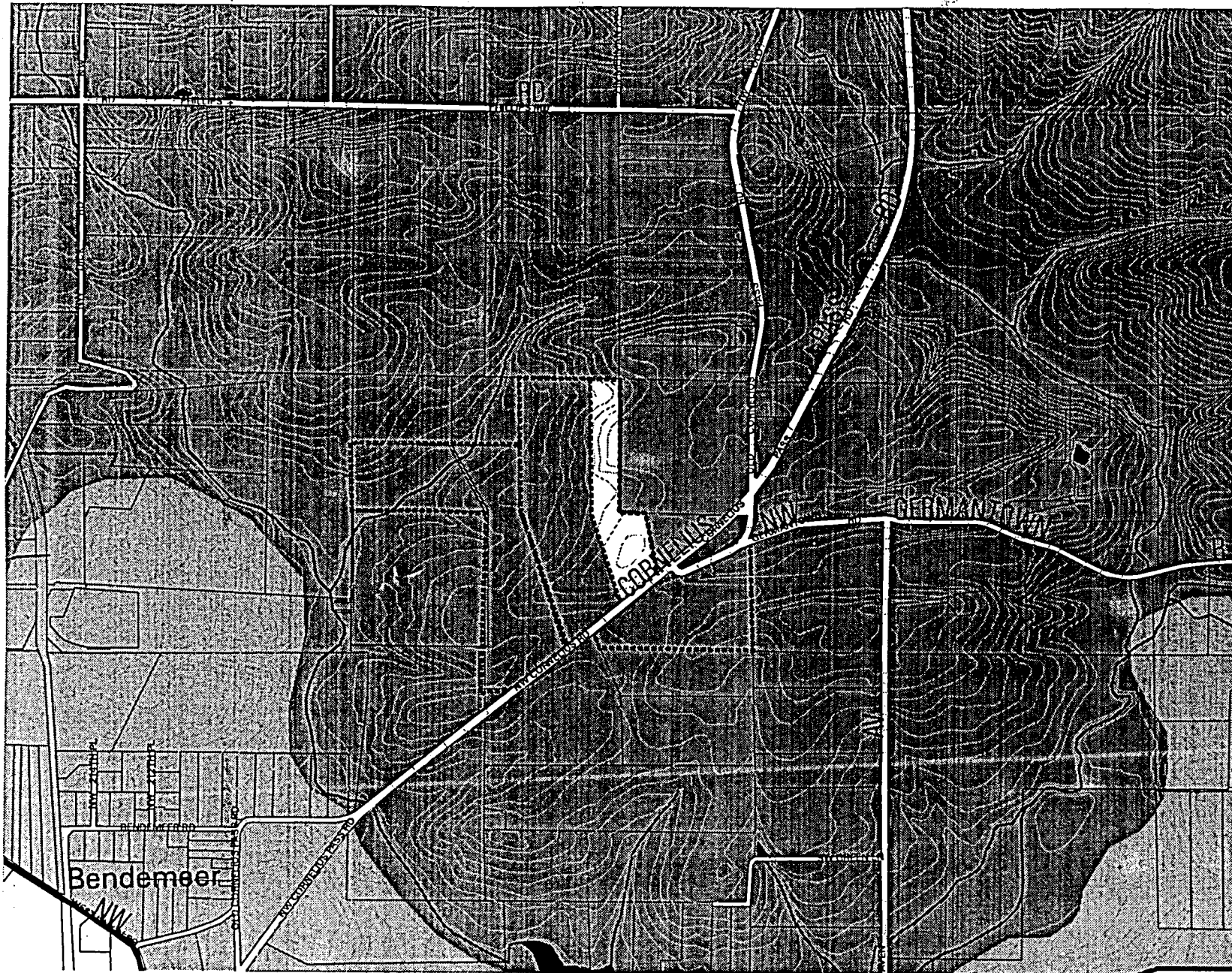
map	=	60
value	=	270
ugbmin	=	4200
ugbmean	=	4809.599
trans	=	18.888
cendist	=	2.162
terrain	=	4.355
fldacre	=	1.615
ripacre	=	0.000
majorsoil	=	3
bestsoil	=	2
exacre	=	0.000
exland	=	0
efuacre	=	22.616
acres	=	22.60



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Additions
map: 61

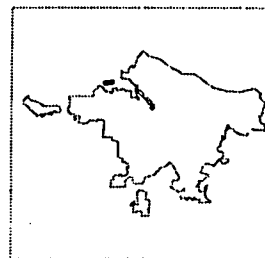
Urban Reserve Study Area

Addition Boundary

Urban Growth Boundary

4

map	=	61
value	=	280
ugbmin	=	5225
ugbmean	=	6087.792
trans	=	17.729
cendist	=	2.012
terrain	=	7.094
fldacre	=	0.000
ripacre	=	0.000
majorsoil	=	3
bestsoil	=	3
exacre	=	0.000
exland	=	0
efuacre	=	15.781
acres	=	15.83



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Citizen Proposed Modifications

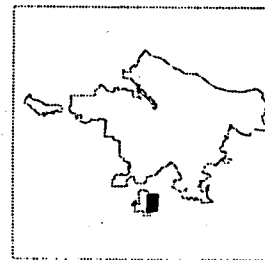
Additions
map: 62

 Urban Reserve Study Area

 Addition Boundary

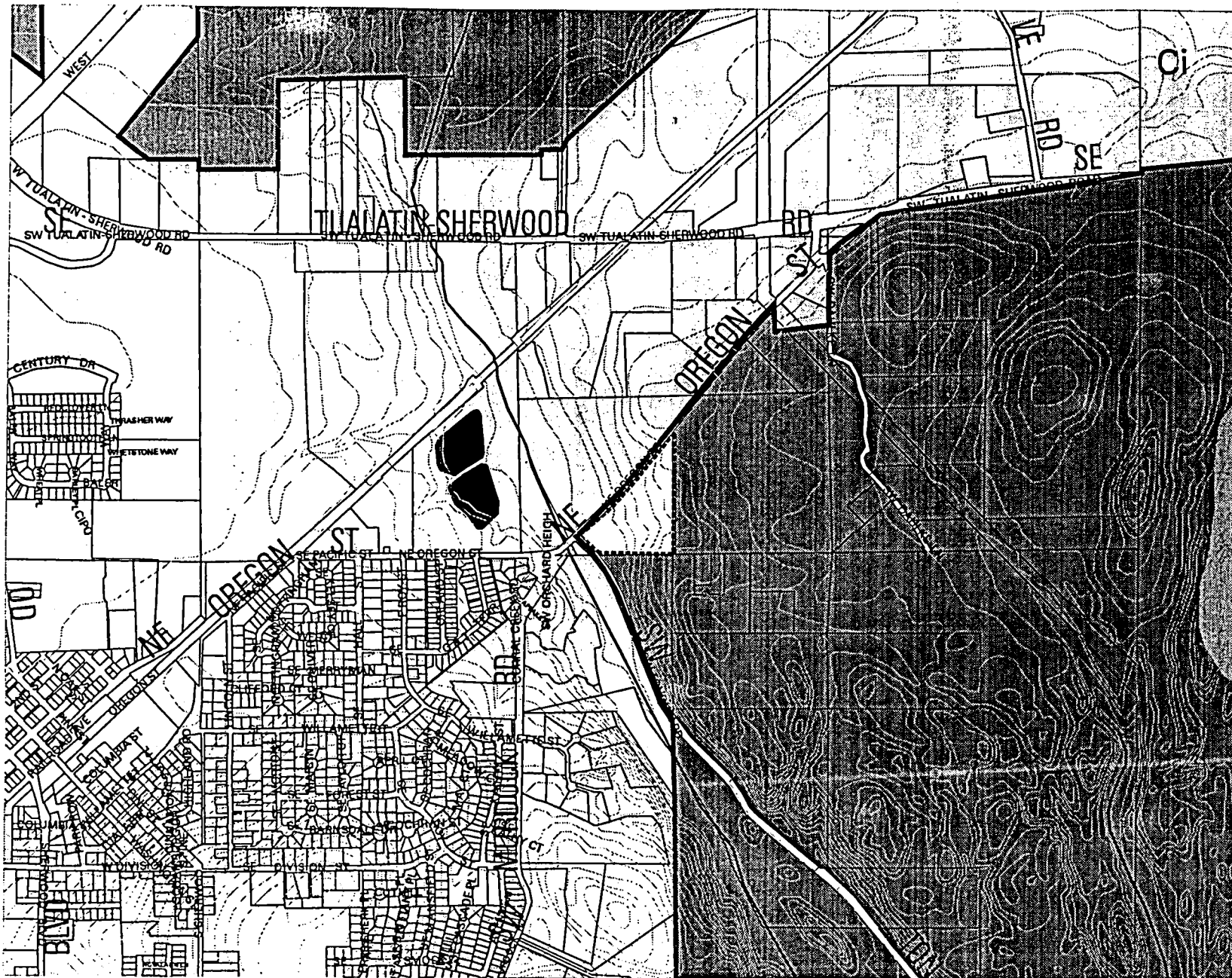
 Urban Growth Boundary
42

map	=	62
value	=	282
ugbmin	=	0
ugbmean	=	681.012
trans	=	15.017
cendist	=	2.691
terrain	=	7.016
fldacre	=	14.539
ripacre	=	8.326
majorsoil	=	2
bestsoil	=	2
exacre	=	0.000
exland	=	0
efuacre	=	172.414
acres	=	172.44



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Citizen Proposed Modifications

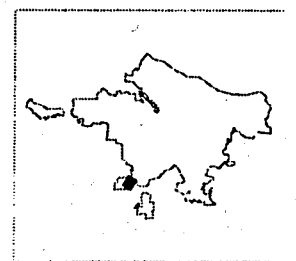
Additions
map: 63

 Urban Reserve Study Area

 Addition Boundary

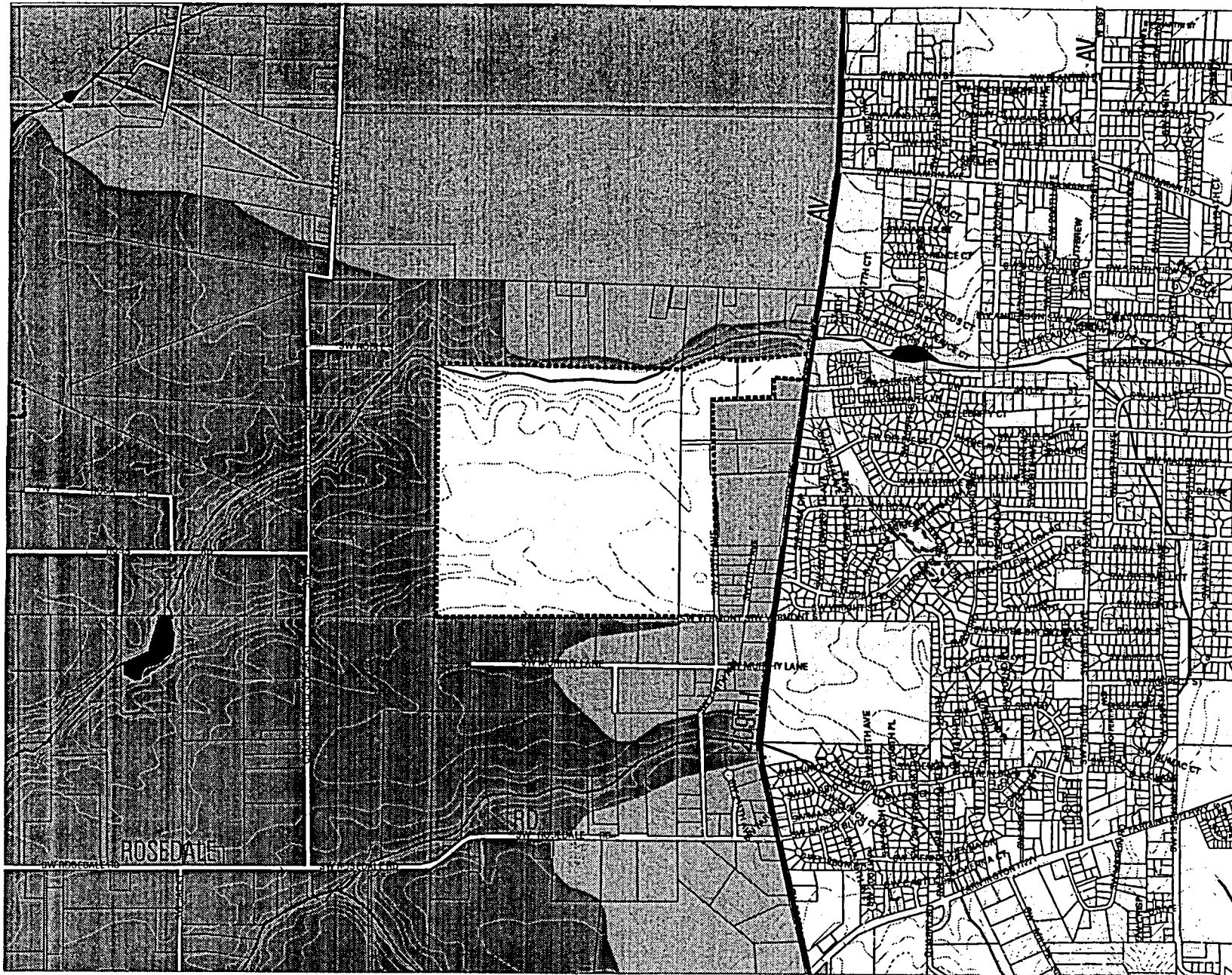
 Urban Growth Boundary
32

map	=	63
value	=	284
ugbmin	=	52
ugbmean	=	251.026
trans	=	17.551
cendist	=	4.703
terrain	=	8.058
fldacre	=	0.683
ripacre	=	0.000
majorsoil	=	4
bestsoil	=	2
exacre	=	0.000
exland	=	0
efuacre	=	9.568
acres	=	9.62






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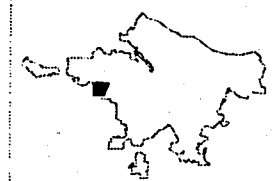


Citizen Proposed Modifications

Additions
map: 64

-  Urban Reserve Study Area
-  Addition Boundary
-  Urban Growth Boundary

map	=	64
value	=	287
ugbmin	=	52
ugbmean	=	2184.100
trans	=	16.859
cendist	=	3.527
terrain	=	2.960
fldacre	=	15.781
ripacre	=	11.121
majorsoil	=	2
bestsoil	=	2
exacre	=	14.725
exland	=	3
efuacre	=	167.940
acres	=	183.37



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Citizen Proposed Modifications

Additions
map: 65

 Urban Reserve Study Area

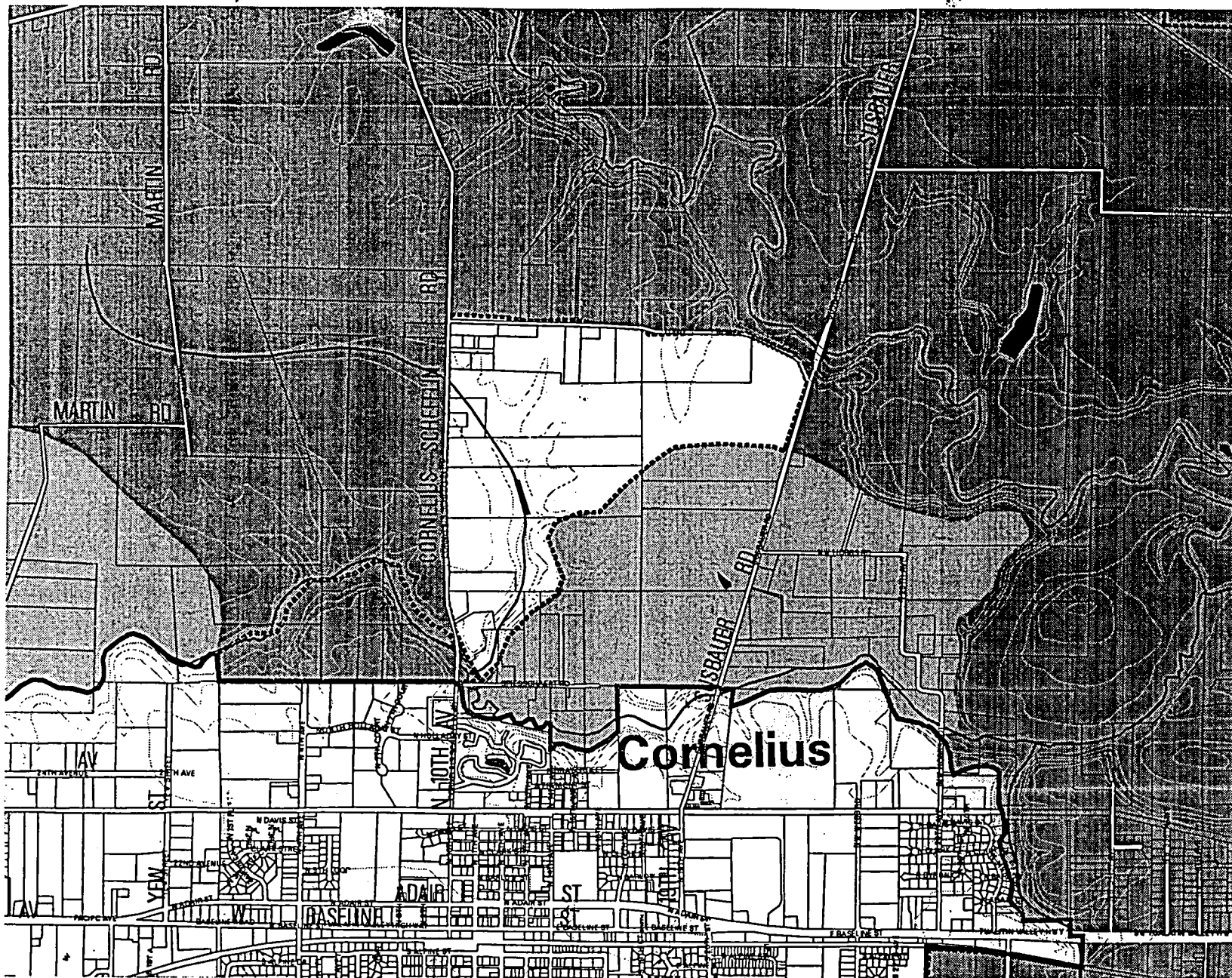
 Addition Boundary

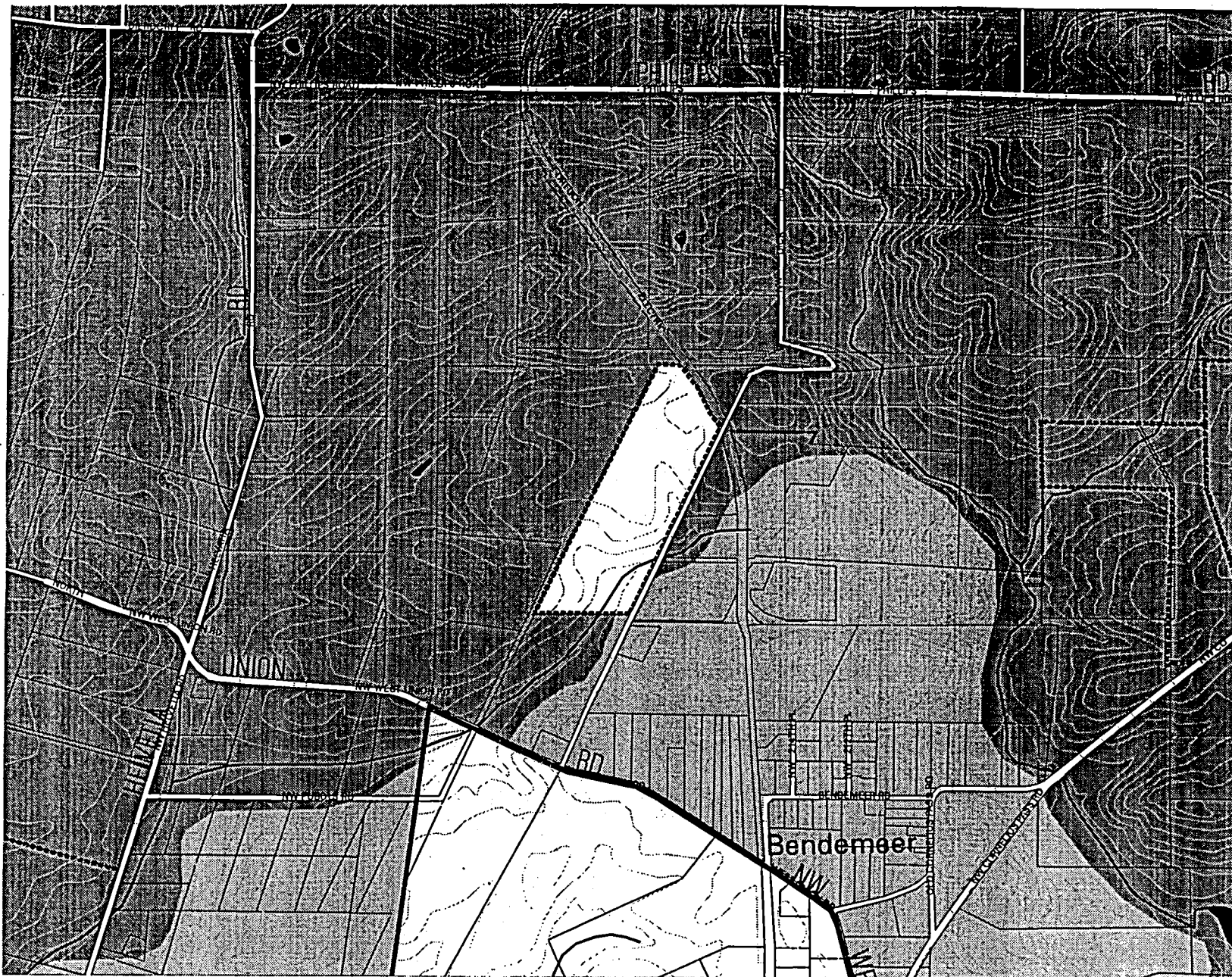
 Urban Growth Boundary
15

map	=	65
value	=	388
ugbmin	=	280
ugbmean	=	3030.268
trans	=	18.527
cendist	=	3.970
terrain	=	1.364
fldacre	=	29.450
ripacre	=	0.000
majorsoil	=	2
bestsoil	=	1
exacre	=	55.607
exland	=	3
efuacre	=	175.334
acres	=	236.01



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Additions
map: 66

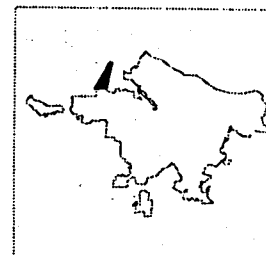
Urban Reserve Study Area

Addition Boundary

Urban Growth Boundary

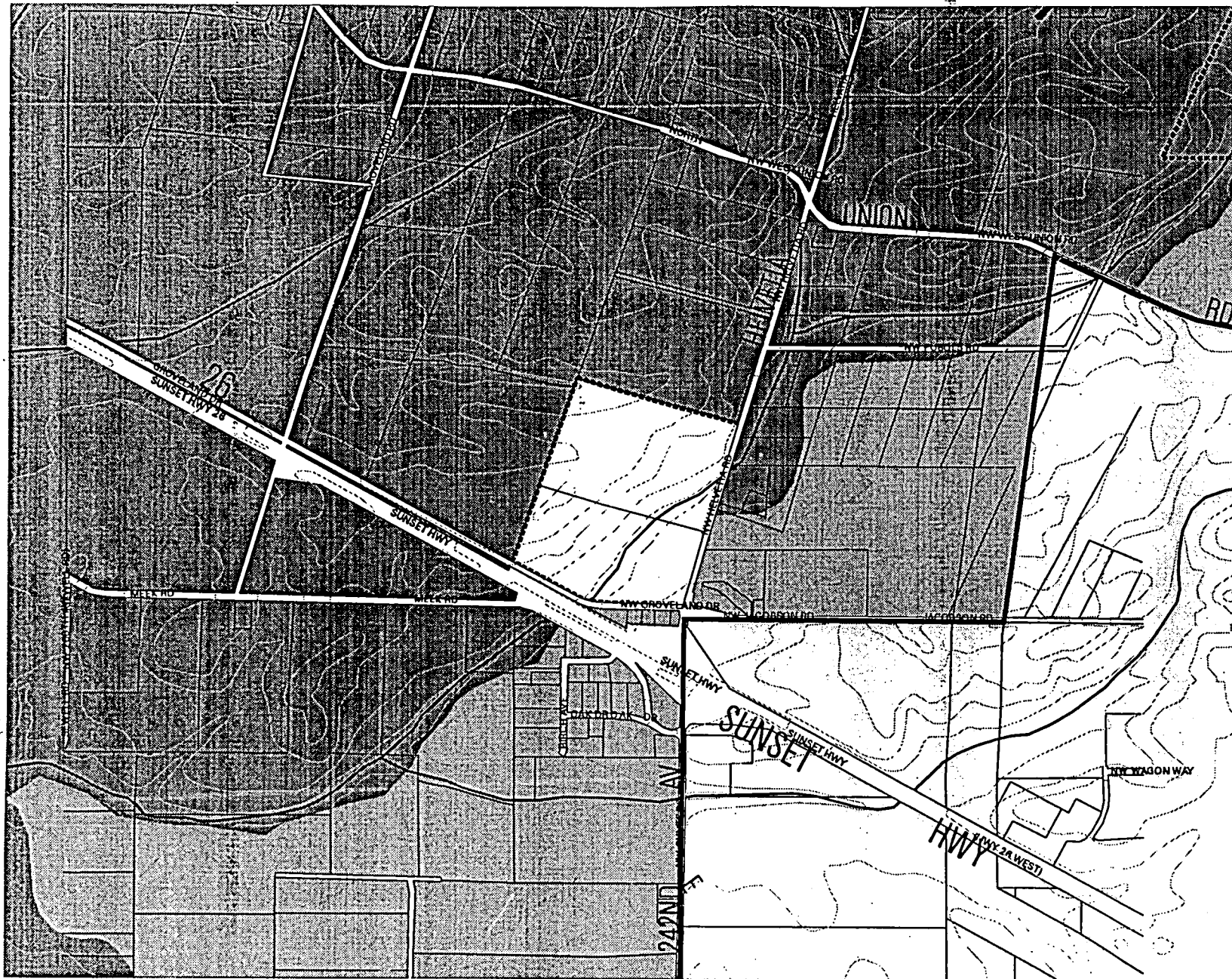
2

map	=	66
value	=	421
ugbmin	=	1325
ugbmean	=	2731.172
trans	=	14.605
cendist	=	2.273
terrain	=	3.209
fldacre	=	7.829
ripacre	=	1.864
majorsoil	=	2
bestsoil	=	1
exacre	=	0.000
exland	=	0
efuacre	=	48.276
acres	=	48.23



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Additions
map: 67

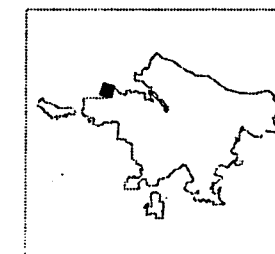
Urban Reserve Study Area

Addition Boundary

Urban Growth Boundary

8

map	=	67
value	=	428
ugbmin	=	164
ugbmean	=	1425.863
trans	=	18.336
cendist	=	4.000
terrain	=	2.932
fldacre	=	13.110
ripacre	=	4.473
majorsoil	=	2
bestsoil	=	1
exacre	=	0.000
exland	=	0
efuacre	=	74.557
acres	=	75.67



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ModificationsAdditions
map: 68

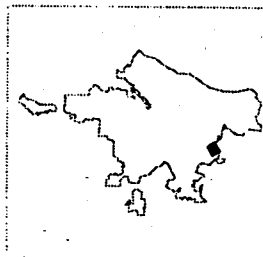
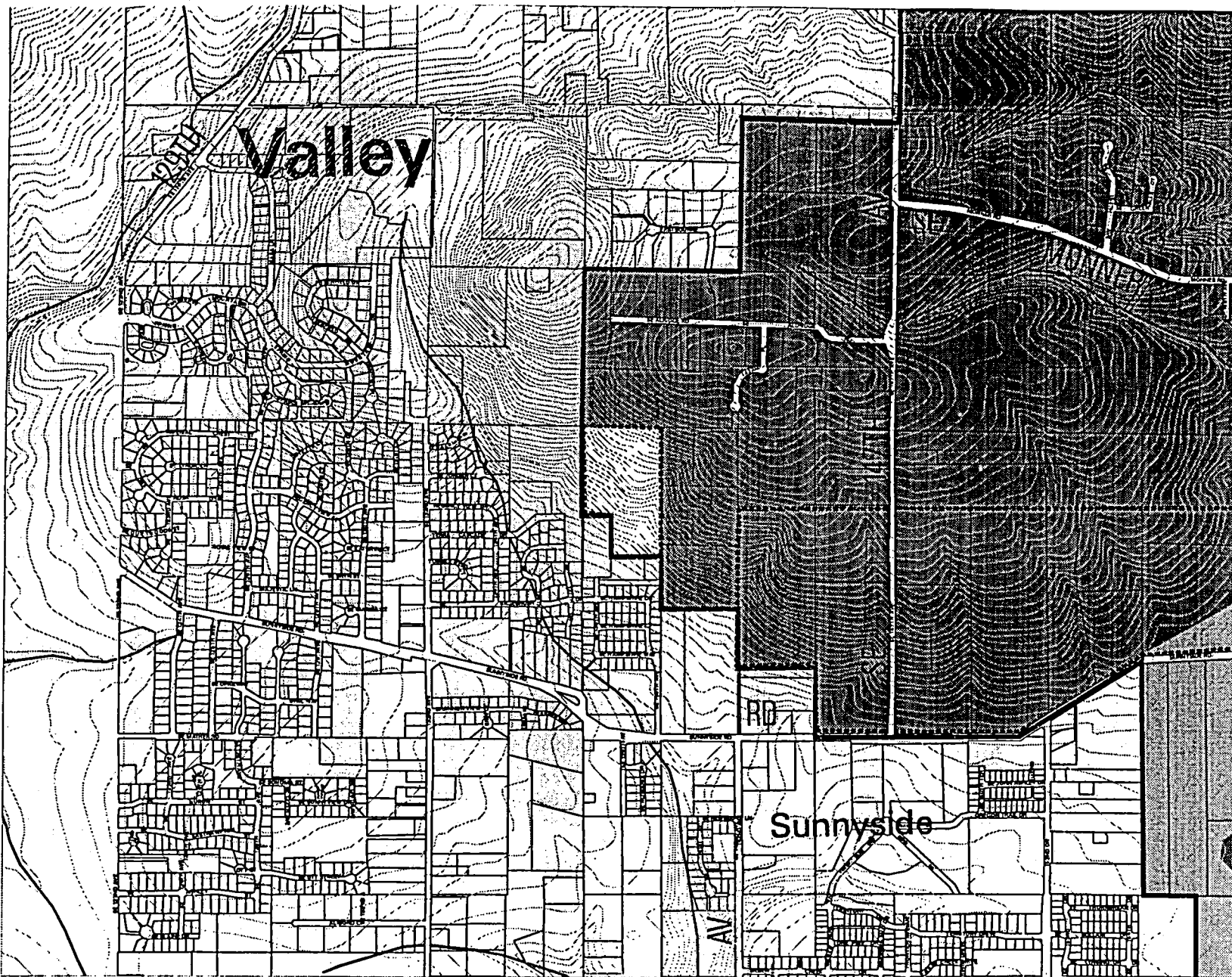
Urban Reserve Study Area

Addition Boundary

Urban Growth Boundary

21

map	=	68
value	=	431
ugbrin	=	52
ugbmean	=	285.193
trans	=	1.000
cendist	=	10.307
terrain	=	25.568
fldacre	=	0.000
ripacre	=	0.000
majorsoil	=	4
bestsoil	=	4
exacre	=	14.166
exland	=	3
efuacre	=	0.000
acres	=	14.15

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Citizen Proposed Modifications

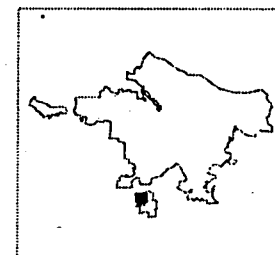
Additions
map: 69

 Urban Reserve Study Area

 Addition Boundary

 Urban Growth Boundary
40

map	=	69
value	=	434
ugbmin	=	832
ugbmean	=	1505.739
trans	=	19.452
cendist	=	0.027
terrain	=	1.658
fldacre	=	7.580
ripacre	=	0.932
majorsoil	=	3
bestsoil	=	2
exacre	=	0.000
exland	=	0
efuacre	=	11.432
acres	=	11.42



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Additions
map: 70

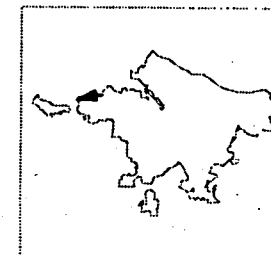
Urban Reserve Study Area

 Addition Boundary

Urban Growth Boundary

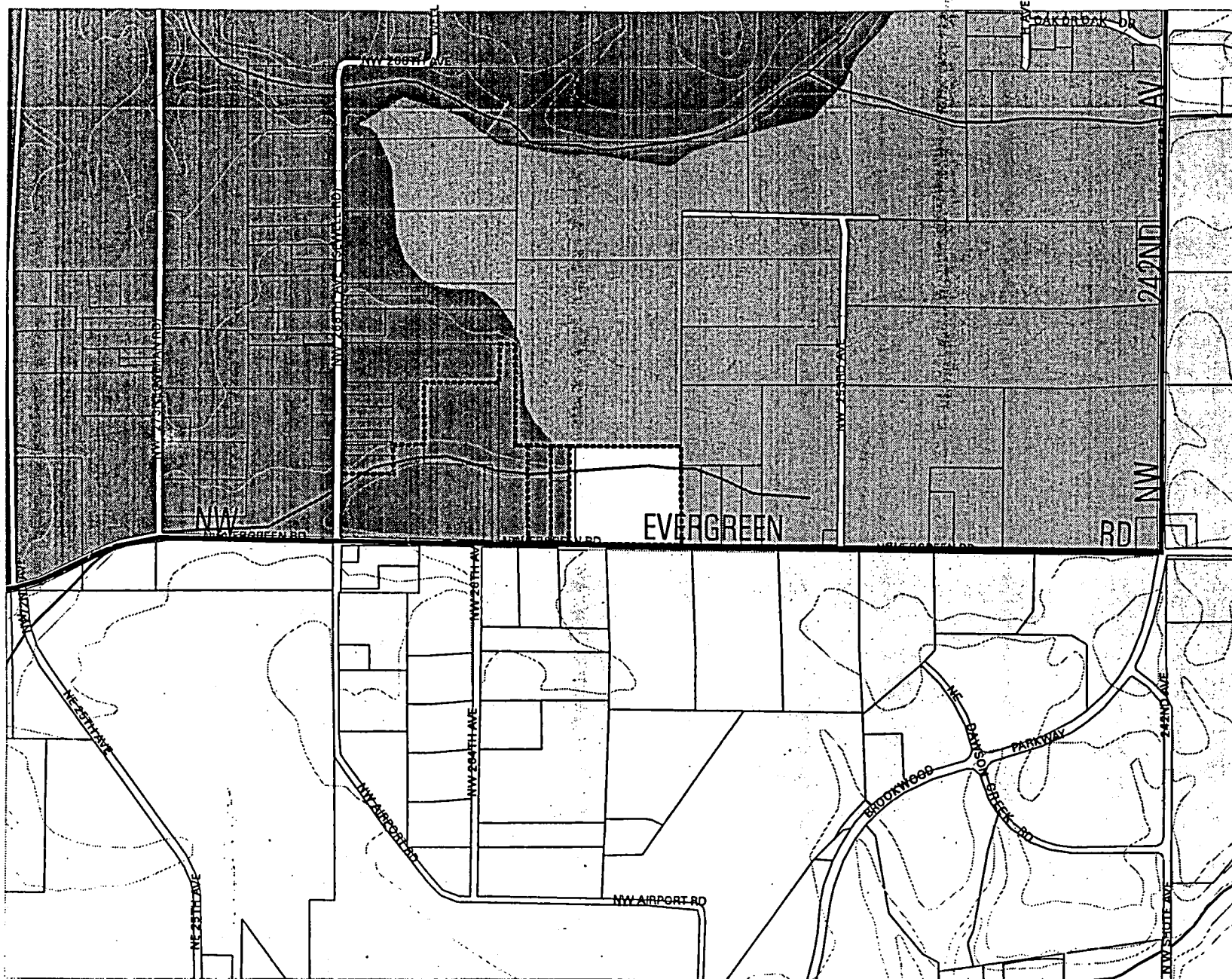
1

map	=	70
value	=	442
ugbmin	=	52
ugbmean	=	595.350
trans	=	19.279
cendist	=	4.002
terrain	=	0.140
slidacre	=	0.000
ripacre	=	3.169
majorsoil	=	2
bestsoil	=	2
exacre	=	27.276
exdand	=	3
efuacre	=	7021
acres	=	34.58



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Information System

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Additions
map: 71

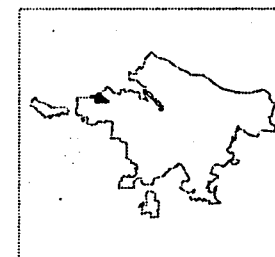
Urban Reserve Study Area

Addition Boundary

Urban Growth Boundary

14

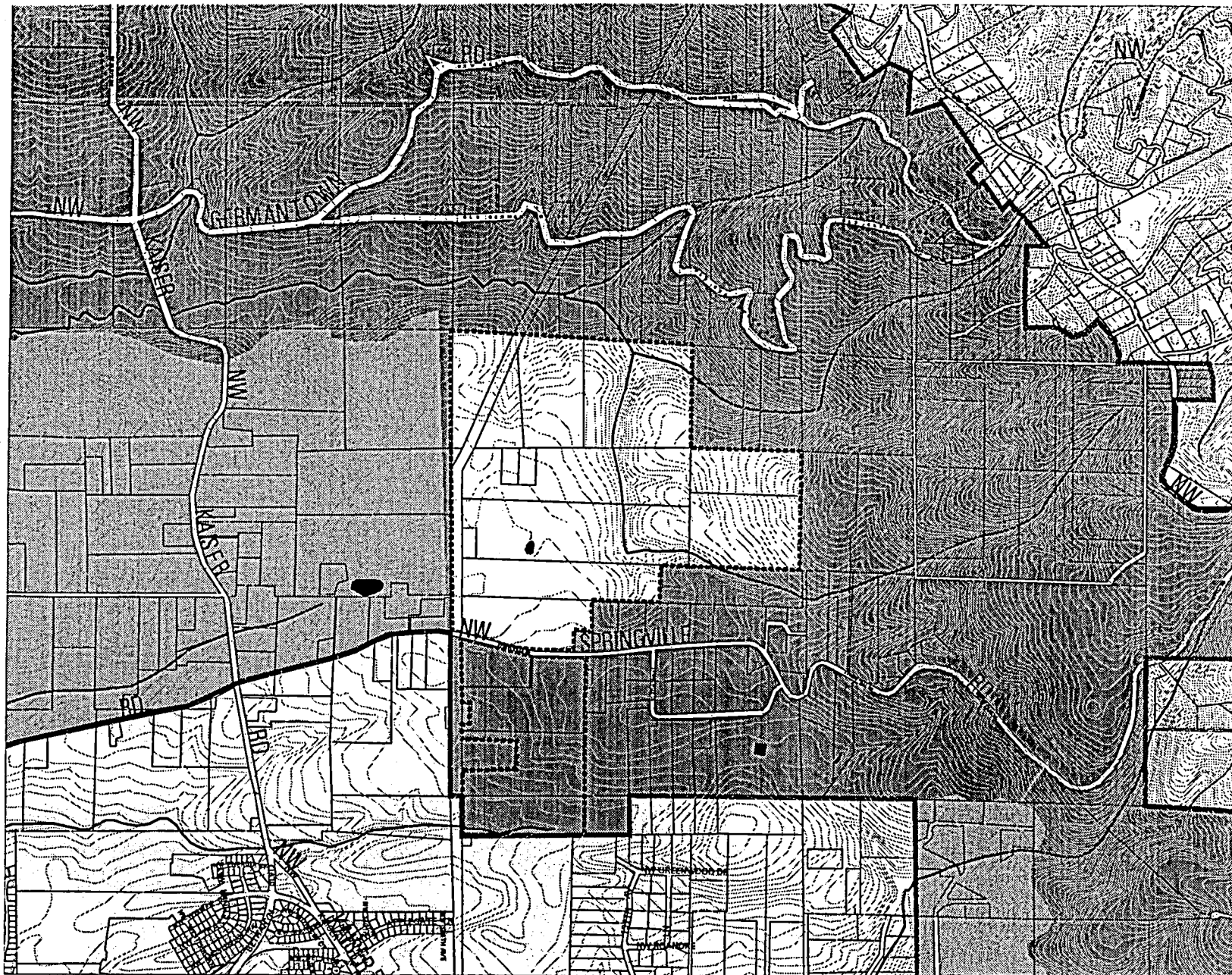
map	=	71
value	=	443
ugbmin	=	52
ugbmean	=	435.661
trans	=	19.496
cendist	=	4.993
terrain	=	0.931
fldacre	=	0.000
ripacre	=	2.237
majorsoil	=	2
bestsoil	=	2
exacre	=	0.000
exland	=	0
efuacre	=	16.838
acres	=	17.01



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Citizen Proposed Modifications

Additions
map: 72

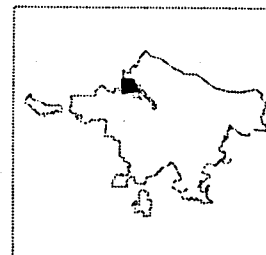
Urban Reserve Study Area

Addition Boundary

Urban Growth Boundary

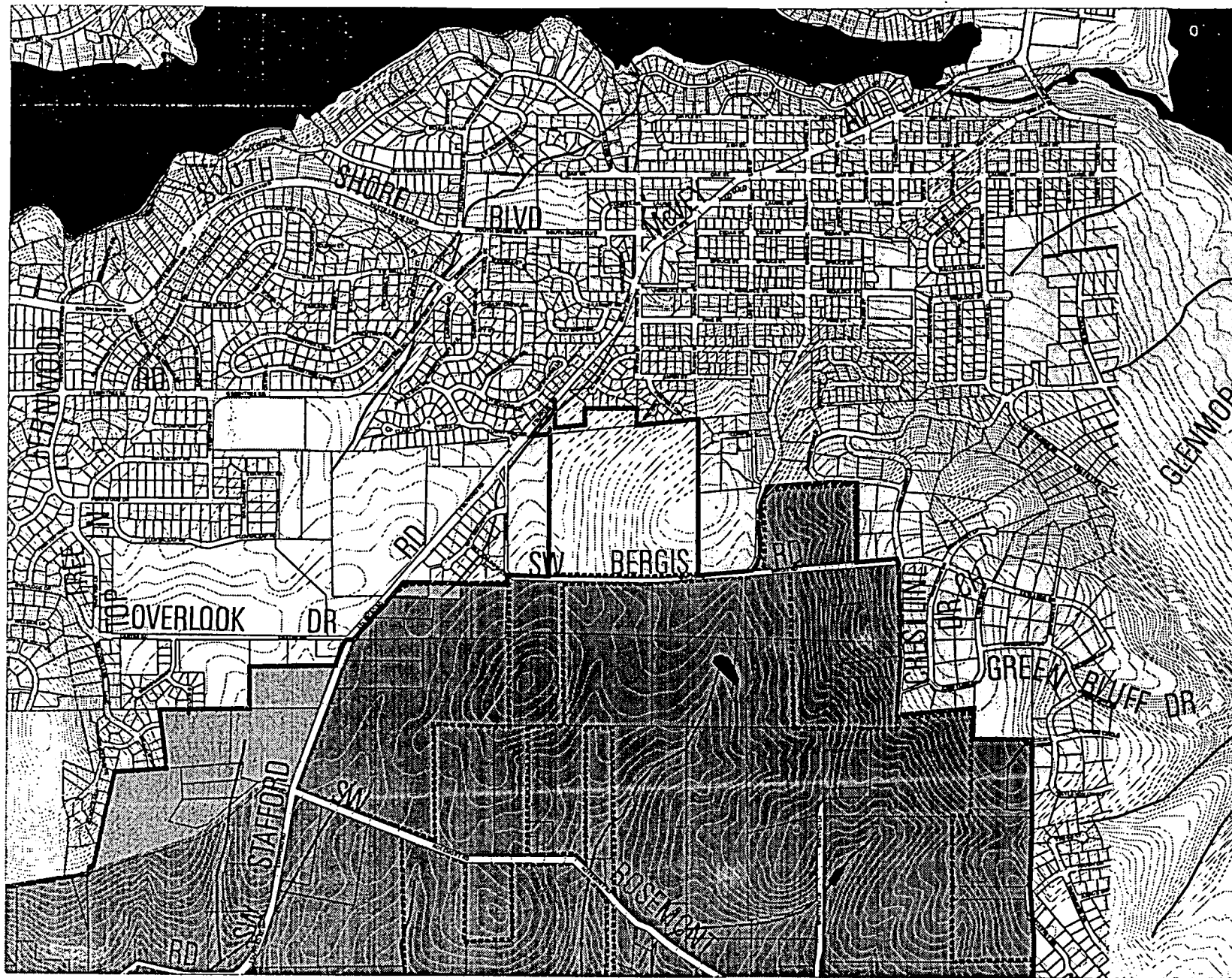
7

map	=	72
value	=	452
ugbmin	=	116
ugbmean	=	2497.555
trans	=	10.192
cendist	=	6.456
terrain	=	9.279
fldacre	=	0.000
ripacre	=	11.494
majorsoil	=	3
bestsoil	=	2
exacre	=	0.124
exland	=	3
efuacre	=	233.737
acres	=	243.83



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Citizen Proposed Modifications

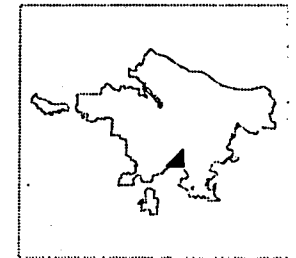
Additions
map: 73

Urban Reserve Study Area

Addition Boundary

Urban Growth Boundary
26

map	=	73
value	=	472
ugbmin	=	0
ugbmean	=	300.365
trans	=	10.142
cendist	=	8.517
terrain	=	13.345
fldacre	=	0.000
ripacre	=	0.000
majorsoil	=	3
bestsoil	=	3
exacre	=	0.000
exland	=	0
efuacre	=	40.820
acres	=	42.89



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Additions
map: 74

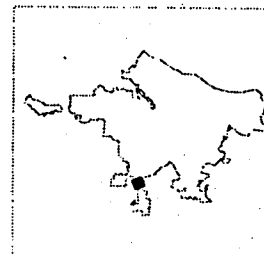
Urban Reserve Study Area

 Addition Boundary

Urban Growth Boundary

36

map	=	74
value	=	478
ugbmin	=	52
ugbmean	=	259.931
trans	=	7.028
cendist	=	1.000
terrain	=	6.702
fldacre	=	1.243
ripacre	=	1.180
majorsoil	=	4
bestsoil	=	2
exacre	=	10.811
exland	=	3
efuacre	=	0.000
acres	=	10.80



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Additions

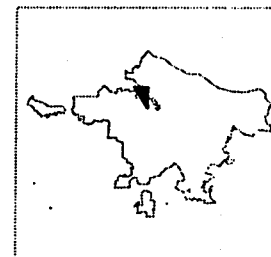
map: 75

 Urban Reserve Study Area

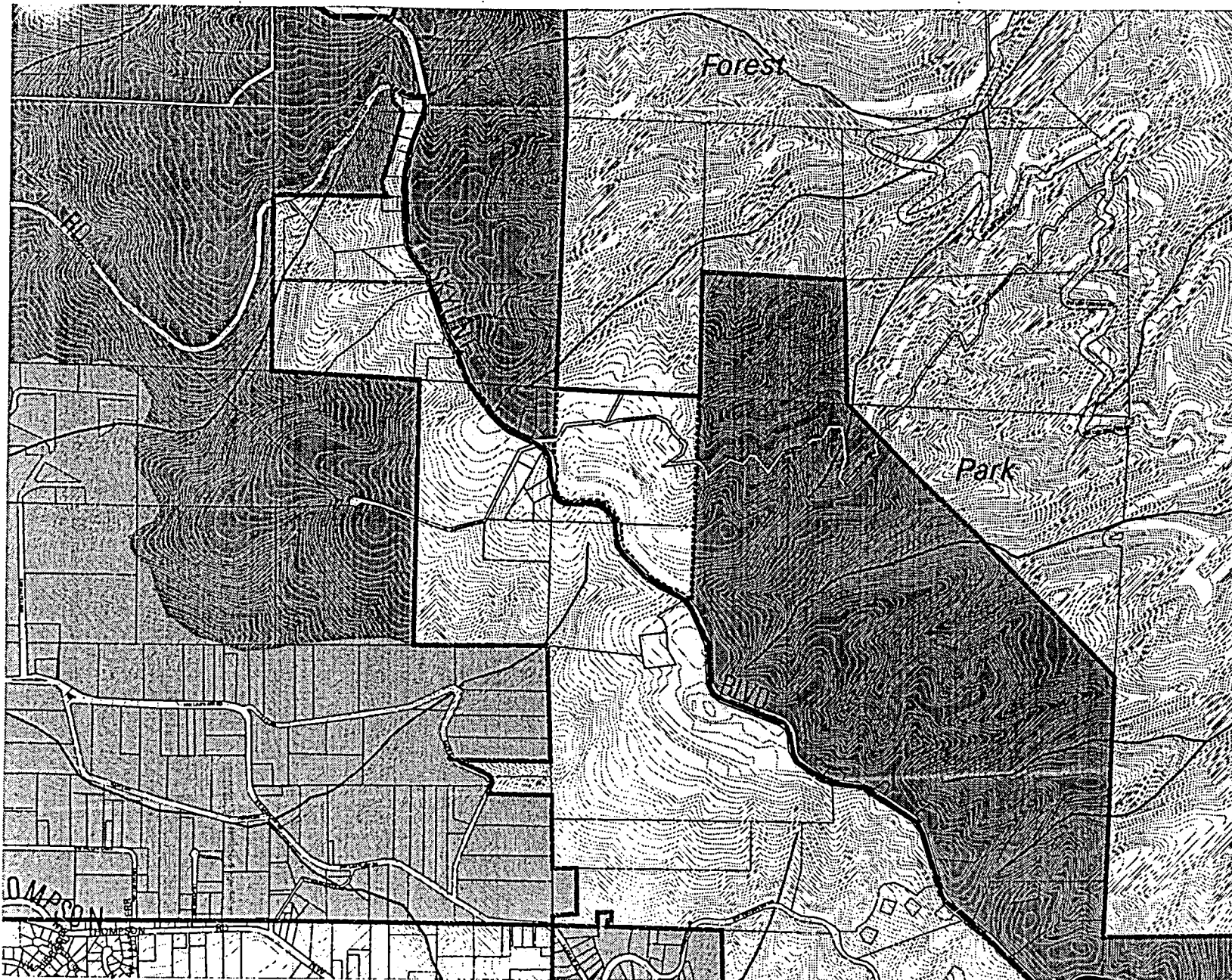
 Addition Boundary

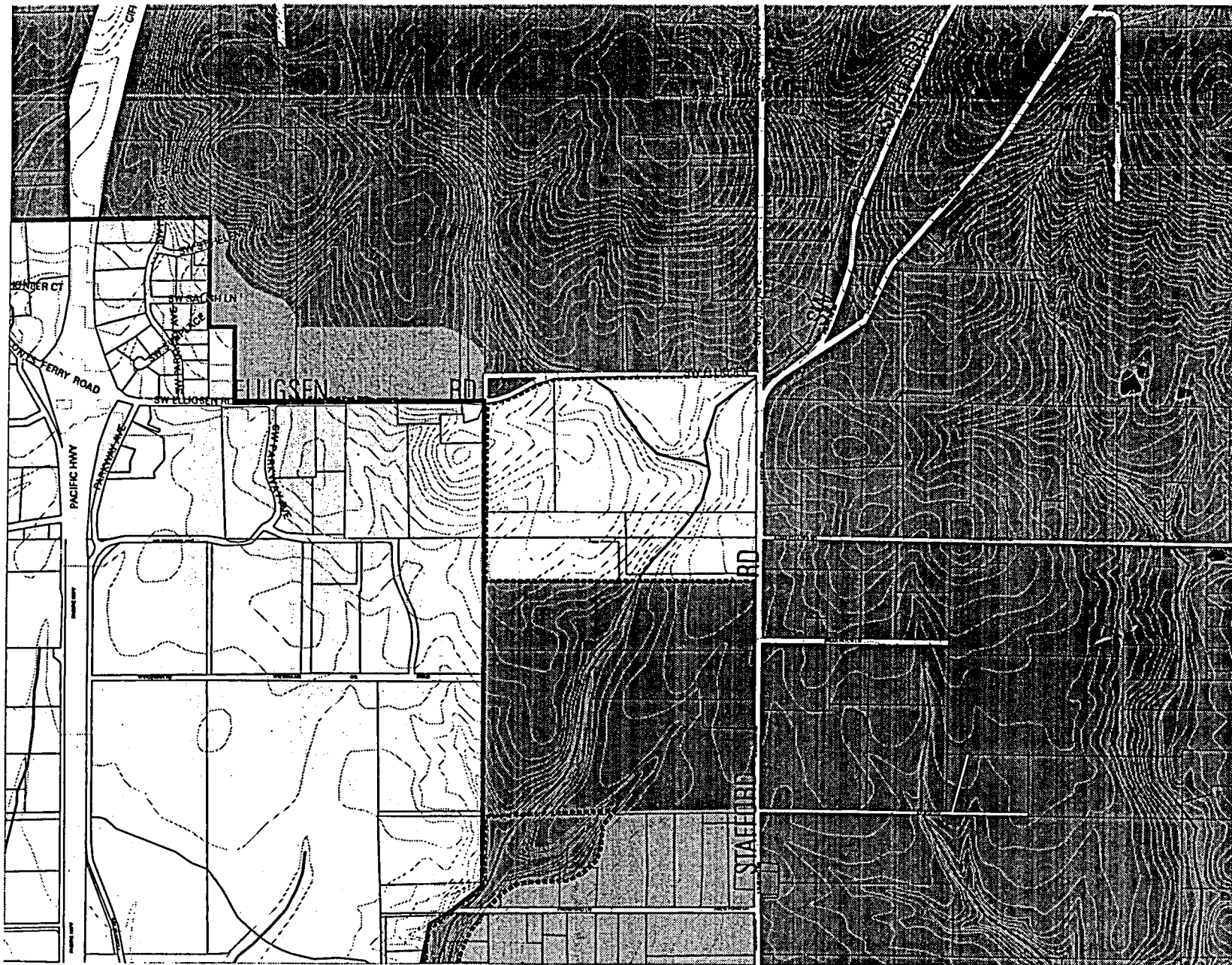
 Urban Growth Boundary
9

map	=	75
value	=	482
ugbmin	=	52
ugbmean	=	334.223
trans	=	10.402
cendist	=	6.000
terrain	=	15.522
fldacre	=	0.000
ripacre	=	0.000
majorsoil	=	6
bestsoil	=	3
exacre	=	0.000
exland	=	0
efuacre	=	42.311
acres	=	43.51



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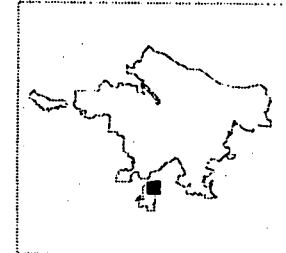
Additions
map: 76

Urban Reserve Study Area

Addition Boundary

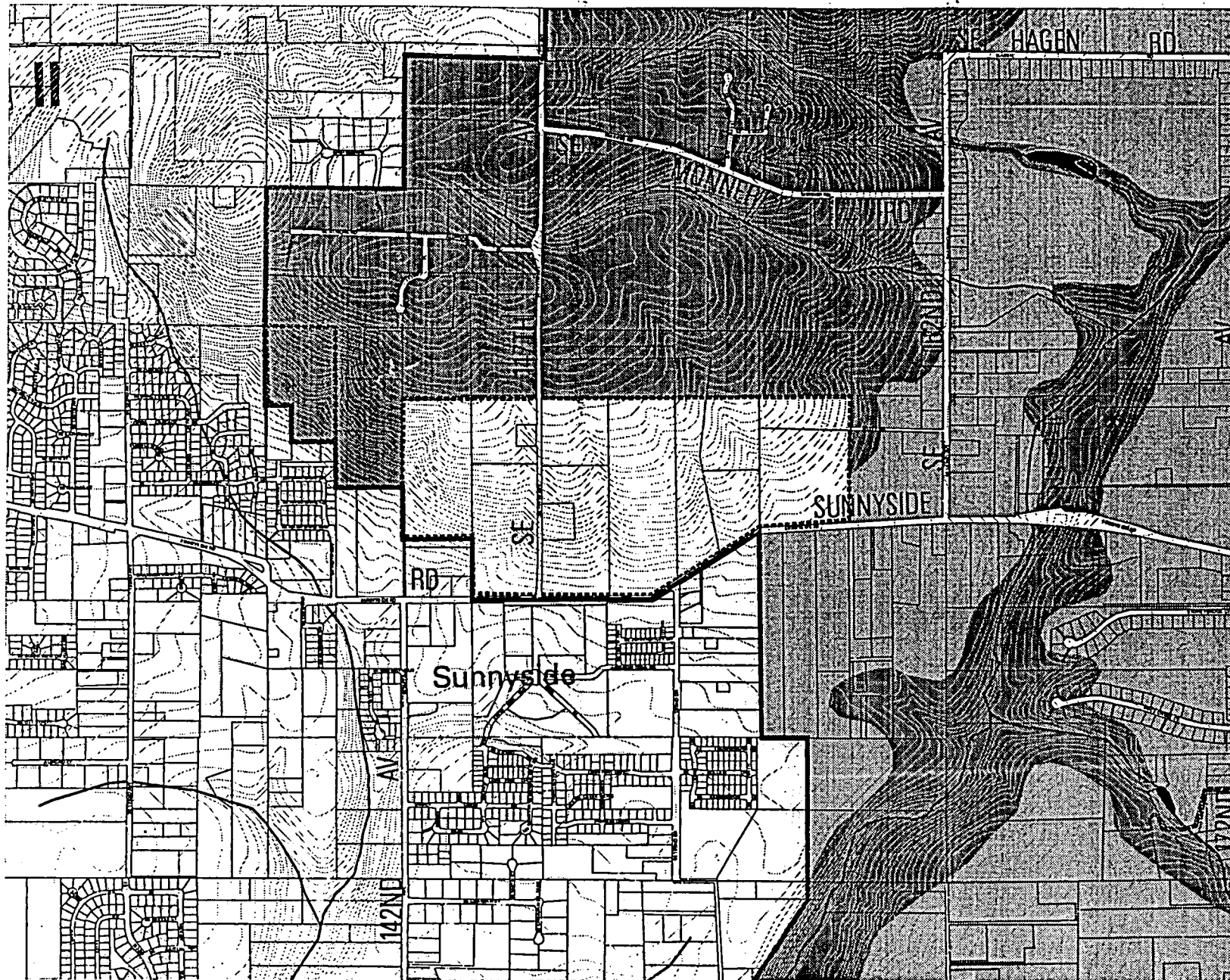
Urban Growth Boundary
38

map	=	76
value	=	487
ugbmin	=	52
ugbmean	=	1375.675
trans	=	15.341
cendist	=	0.264
terrln	=	6.815
fldacre	=	0.000
ripacre	=	8.947
majorsoil	=	3
bestsoil	=	2
exacre	=	0.000
exland	=	0
efuacre	=	113.824
acres	=	114.78



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Additions
map: 77

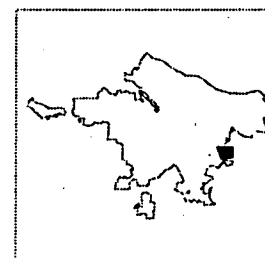
 Urban Reserve Study Area

 Addition Boundary

 Urban Growth Boundary

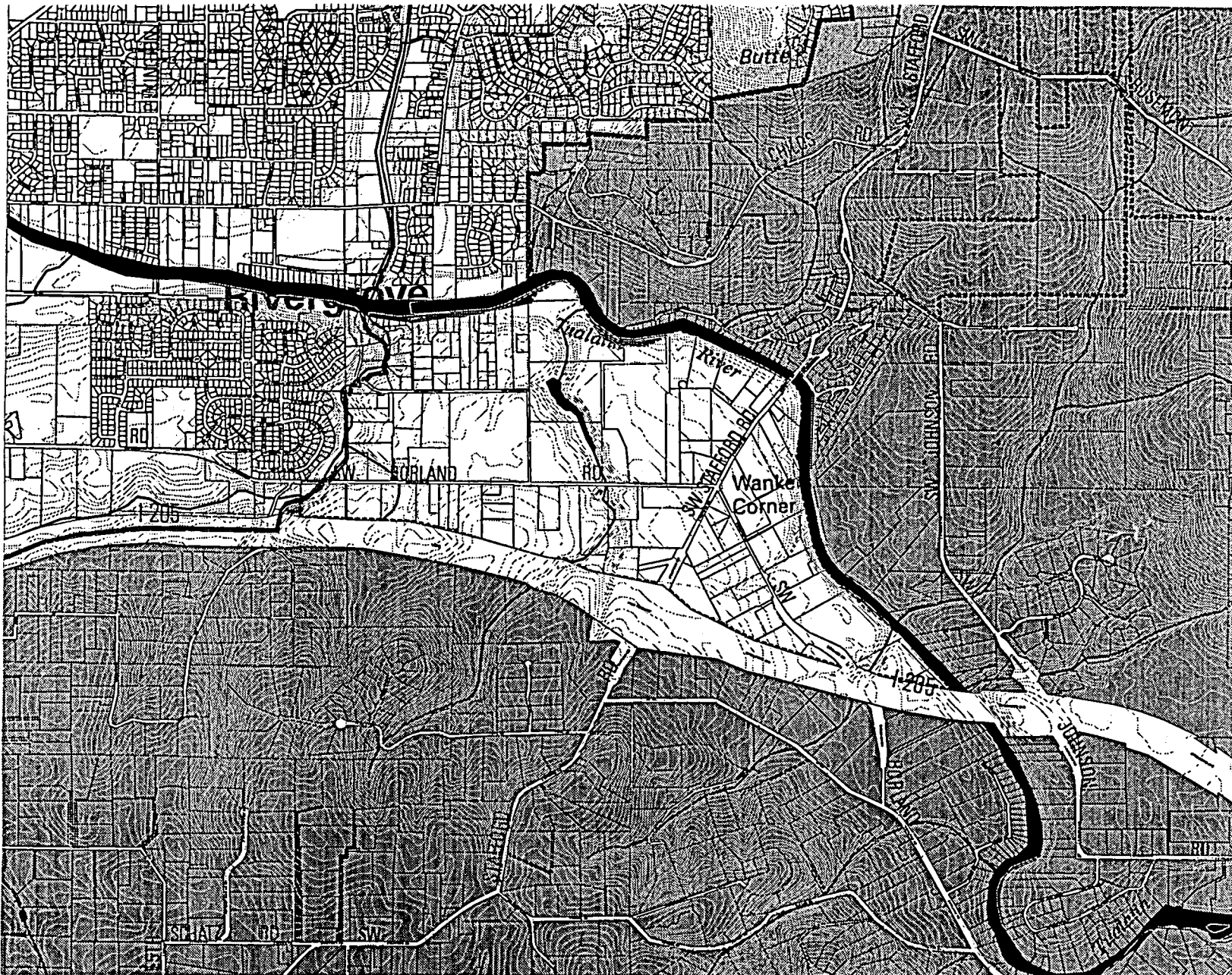
22

map	=	77
value	=	495
ugbmin	=	52
ugbmean	=	777.131
trans	=	8.154
cendist	=	7.628
terrain	=	15.917
fldacre	=	0.000
ripacre	=	0.000
majorsoil	=	4
bestsoil	=	3
exacre	=	155.203
exland	=	3
efuacre	=	0.000
acres	=	157.11



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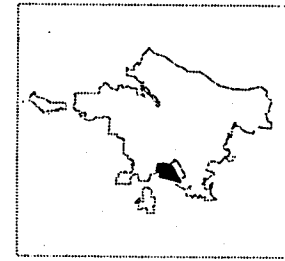
Additions
map: 78

 Urban Reserve Study Area

 Addition Boundary

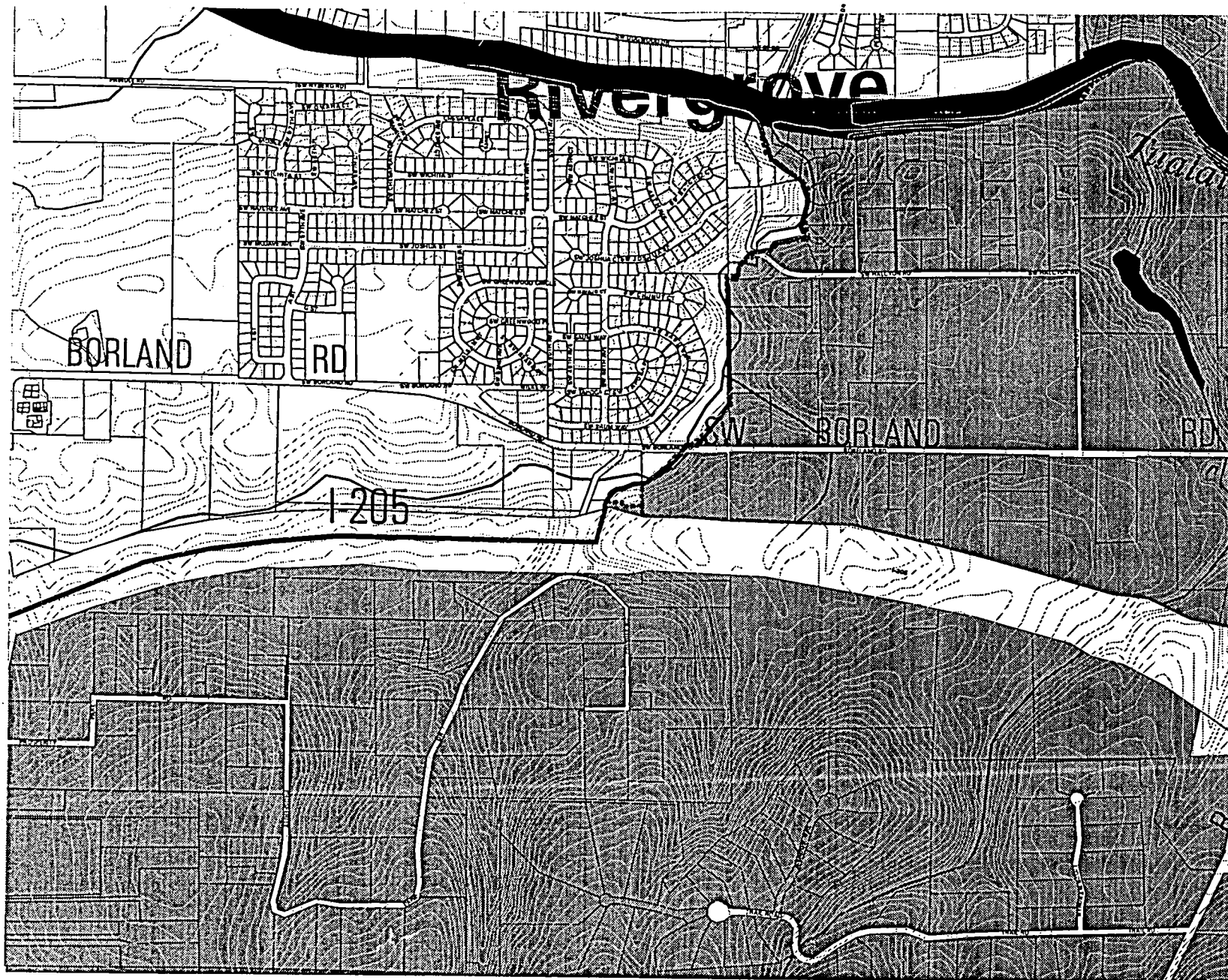
 Urban Growth Boundary
34

map	=	78
value	=	634
ugbmin	=	0
ugbmean	=	2781.614
trans	=	17482
cendist	=	3.784
terrain	=	6.965
fldacre	=	40.199
ripacre	=	30.258
majorsoil	=	2
bestsoil	=	2
exacre	=	543.647
exland	=	3
efuacre	=	0.000
acres	=	569.91



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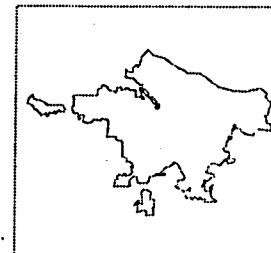
Additions
map: 79

Urban Reserve Study Area

Addition Boundary

Urban Growth Boundary
36

map	=	79
value	=	644
ugbmin	=	52
ugbmean	=	79.727
trans	=	13.200
cendist	=	3.000
terrain	=	15.751
fldacre	=	0.373
ripacre	=	0.000
majorsoil	=	3
bestsoil	=	2
exacre	=	0.683
exland	=	2
efuacre	=	0.000
acres	=	0.68



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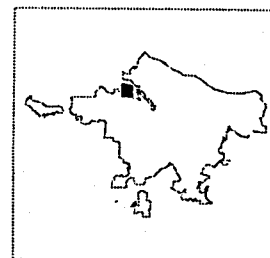
Additions
map: 80

 Urban Reserve Study Area

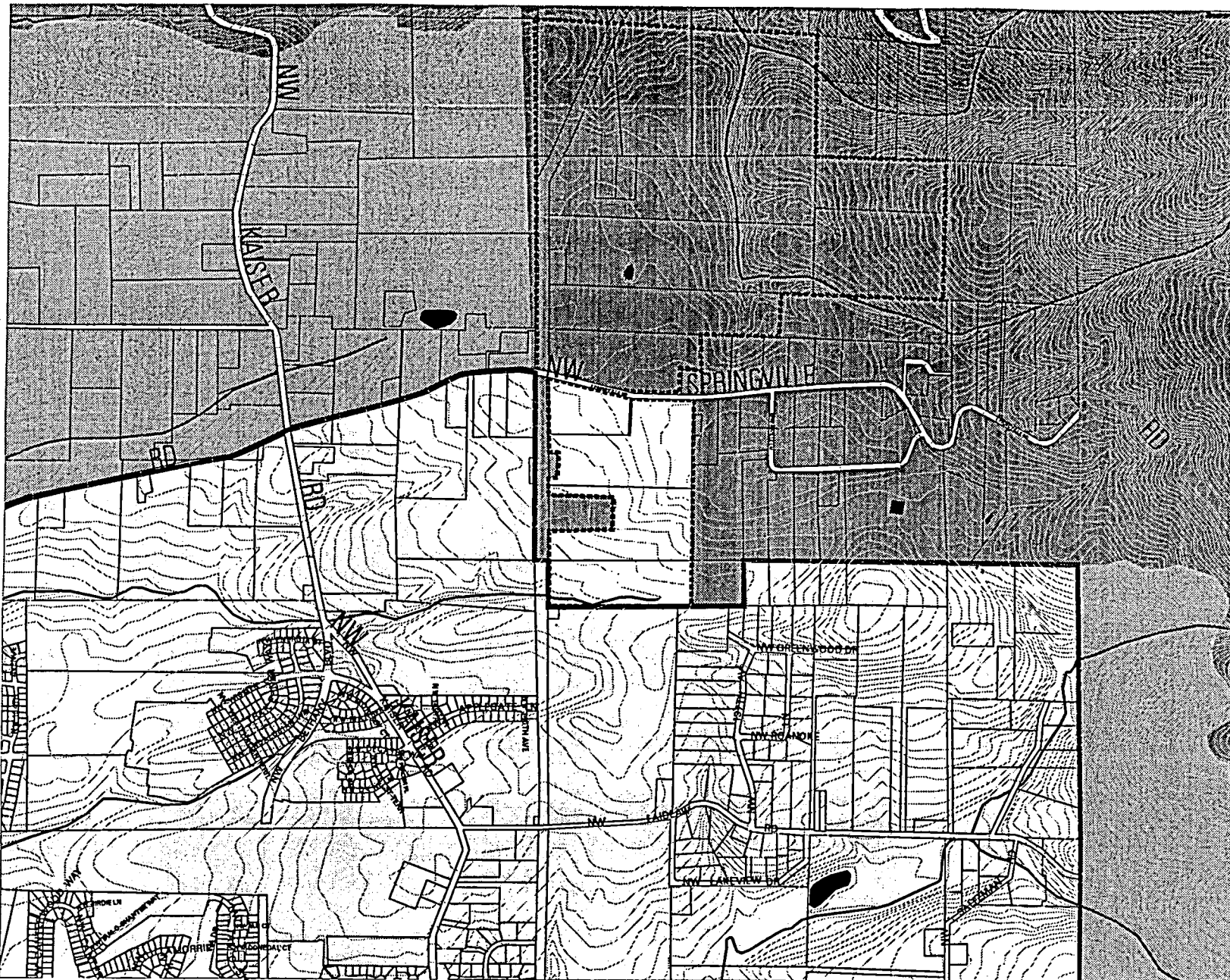
 Addition Boundary

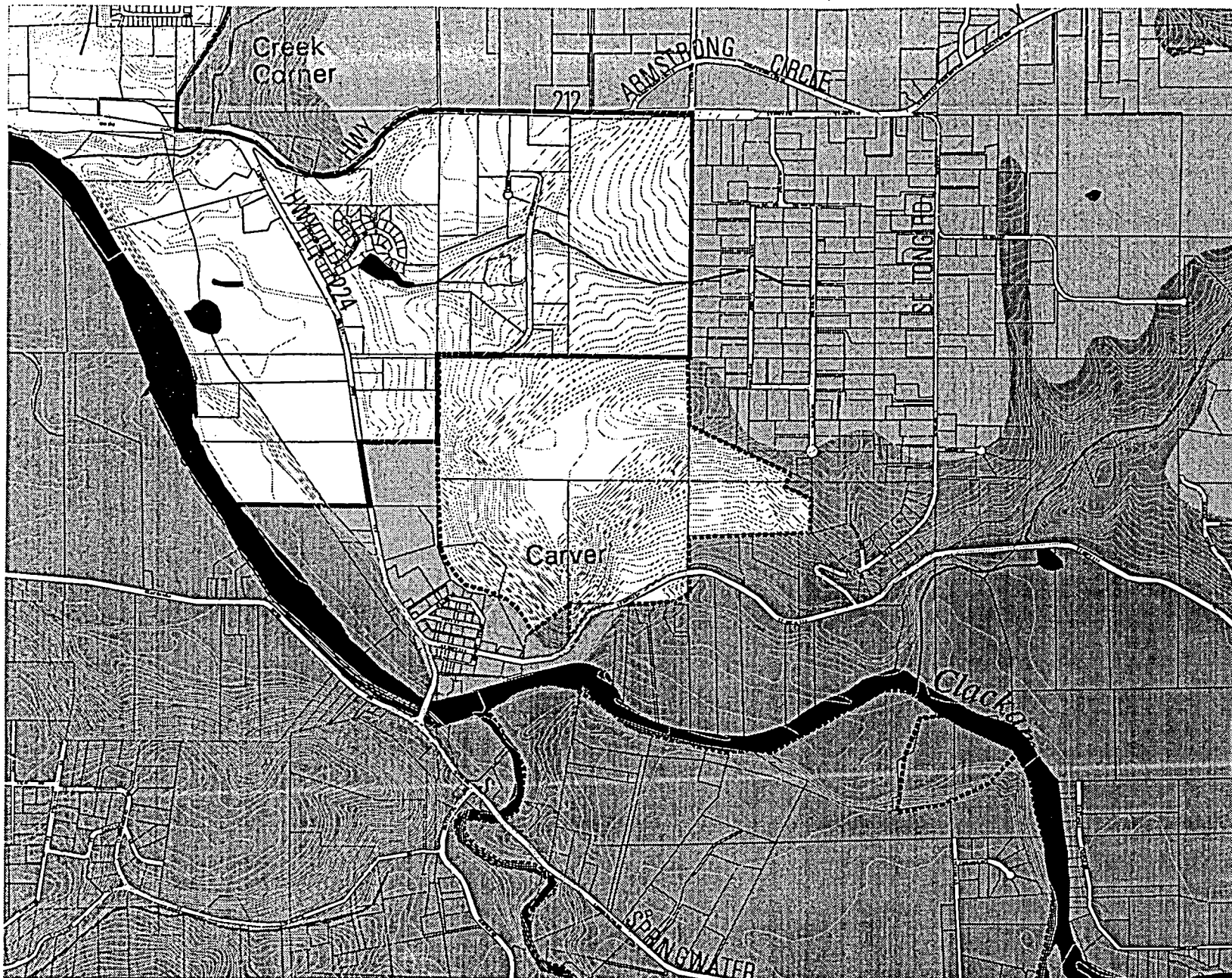
 Urban Growth Boundary
9

map	=	80
value	=	664
ugbmin	=	52
ugbmean	=	651.811
trans	=	17001
cendist	=	9.581
terrain	=	5.110
fldacre	=	14.166
ripacre	=	2.423
majorsoil	=	3
bestsoil	=	2
exacre	=	0.373
exland	=	3
efuacre	=	60.888
acres	=	61.70



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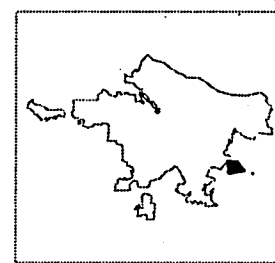
Additions
map: 81

Urban Reserve Study Area

Addition Boundary

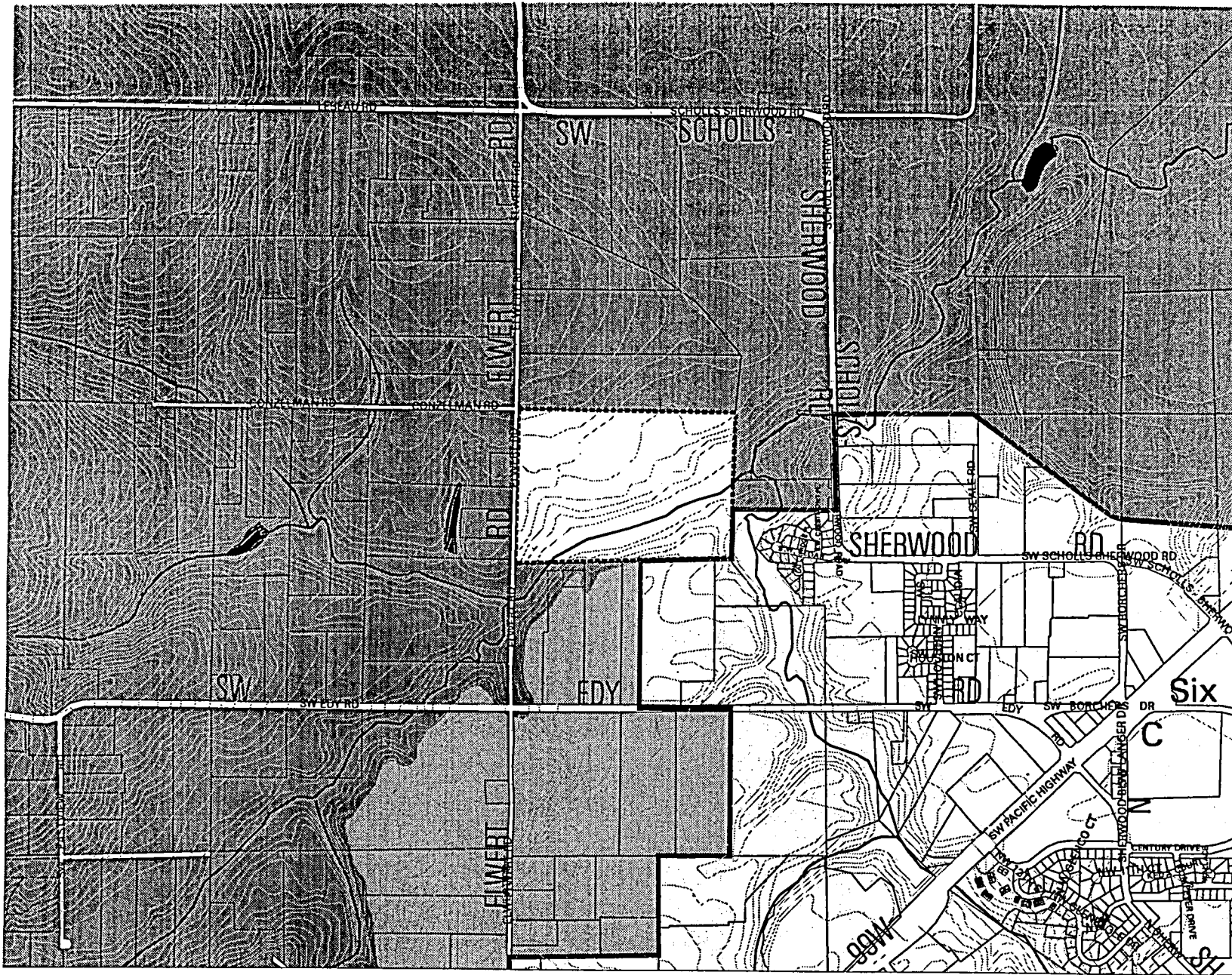
Urban Growth Boundary
29

map	=	.81
value	=	762
ugbmin	=	52
ugbmean	=	1195.717
trans	=	2.364
cendist	=	3.526
terrain	=	23.494
fldacre	=	0.000
ripacre	=	0.000
majorsoil	=	6
bestsoil	=	2
exacre	=	188.381
exland	=	3
efuacre	=	0.000
acres	=	189.89



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Additions
map: 82

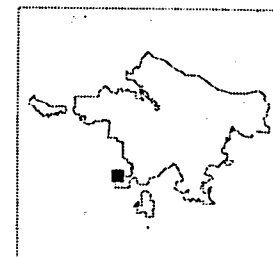
 Urban Reserve Study Area

 Addition Boundary

 Urban Growth Boundary

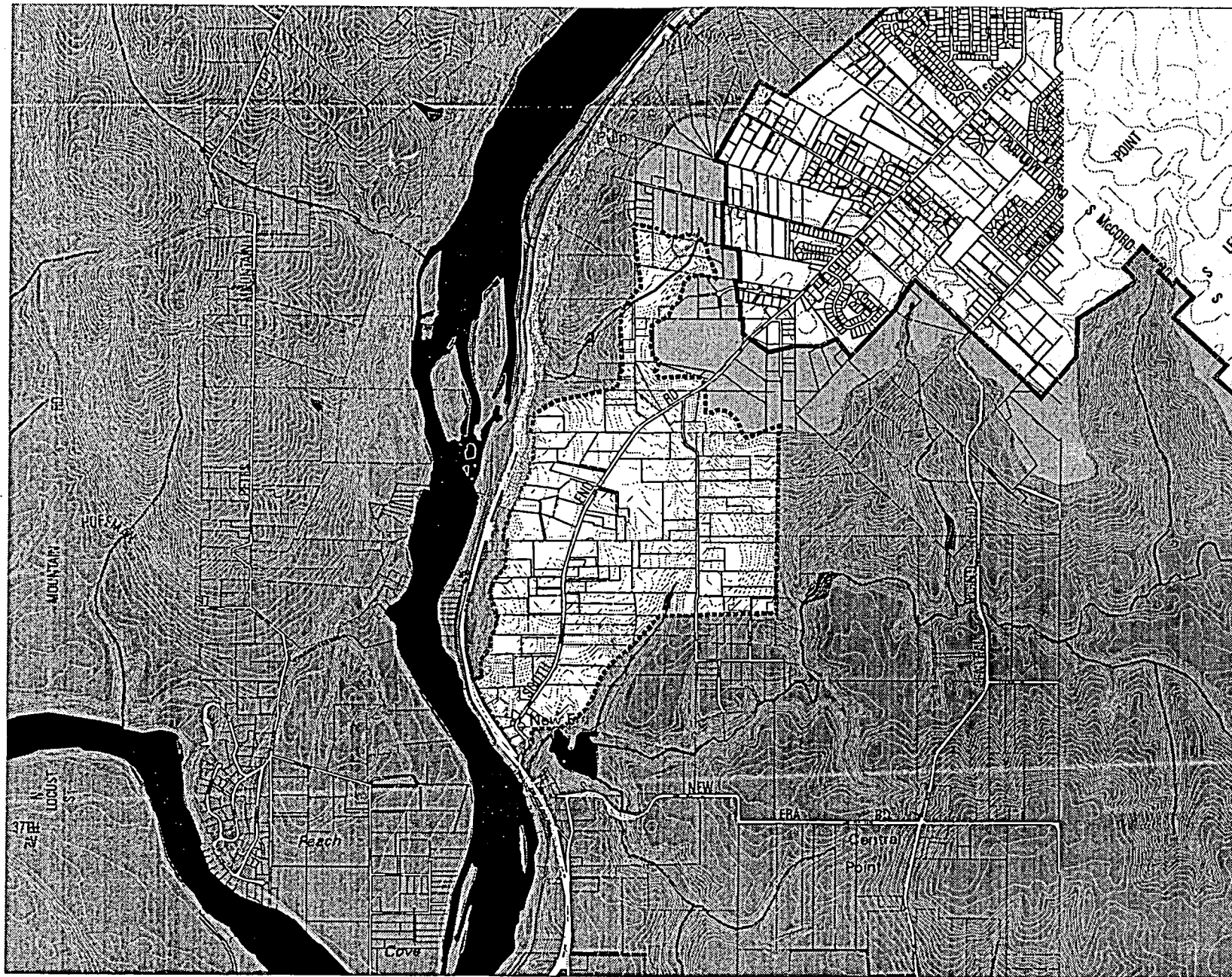
35

map	= 82
value	= 763
ugbmin	= 52
ugbmean	= 779.474
trans	= 15.631
cendist	= 4.419
terrain	= 6.998
fldacre	= 12.488
ripacre	= 10.252
majorsoil	= 2
bestsoil	= 2
exacre	= 0.000
exland	= 0
efuacre	= 58.465
acres	= 58.41



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Additions
map: 83

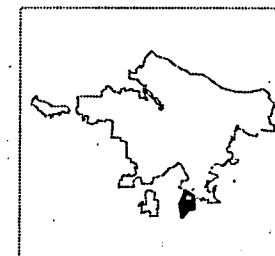
Urban Reserve Study Area

Addition Boundary

Urban Growth Boundary

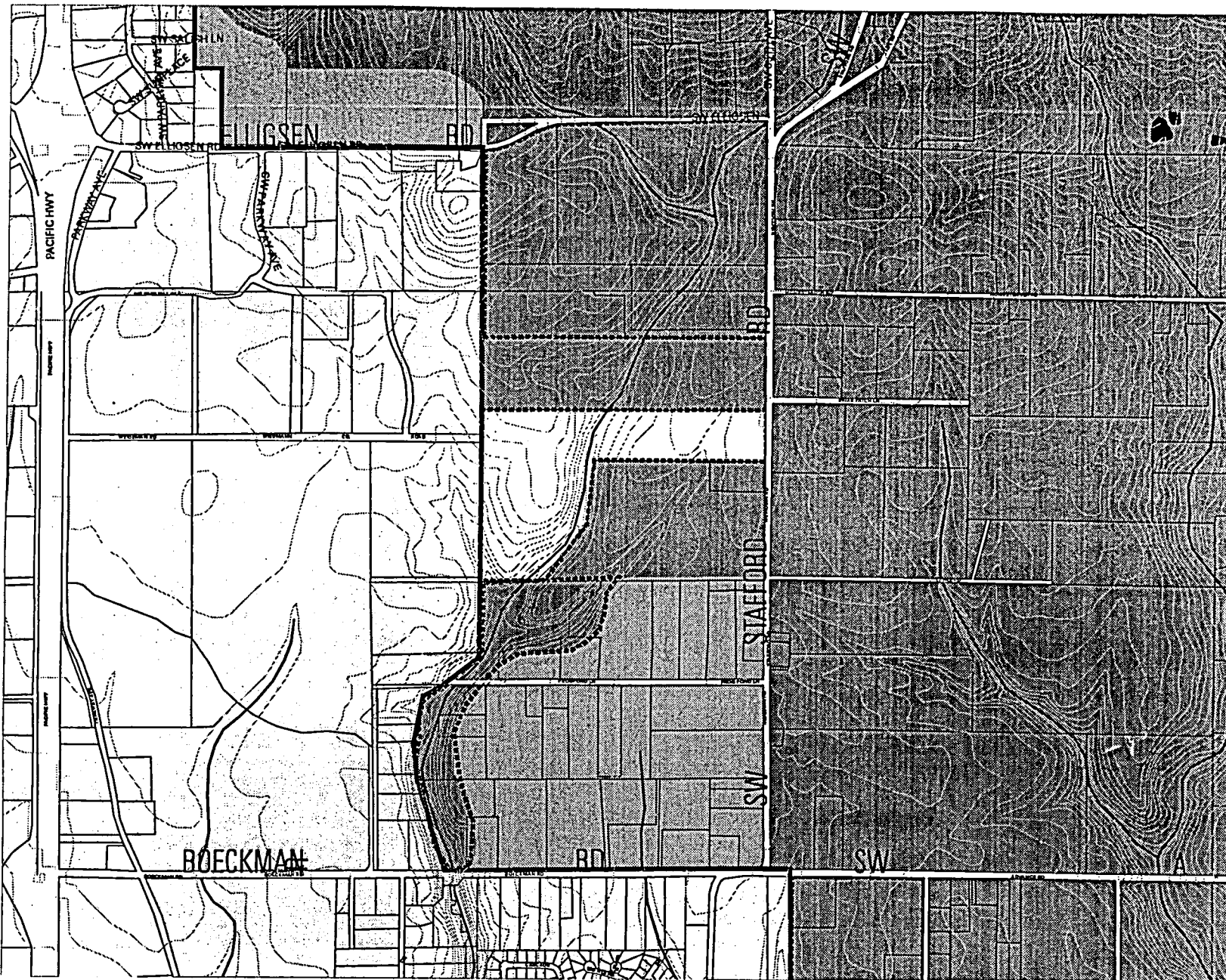
47

map	= 83
value	= 768
ugbmin	= 316
ugbmean	= 4230.044
trans	= 12.723
cendist	= 3.271
terrain	= 9.878
fldacre	= 0.000
ripacre	= 8.947
majorsoil	= 3
bestsoil	= 2
exacre	= 570.798
exland	= 3
efuacre	= 22.554
acres	= 609.27



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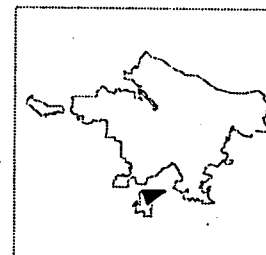
Additions
map: 84

Urban Reserve Study Area

Addition Boundary

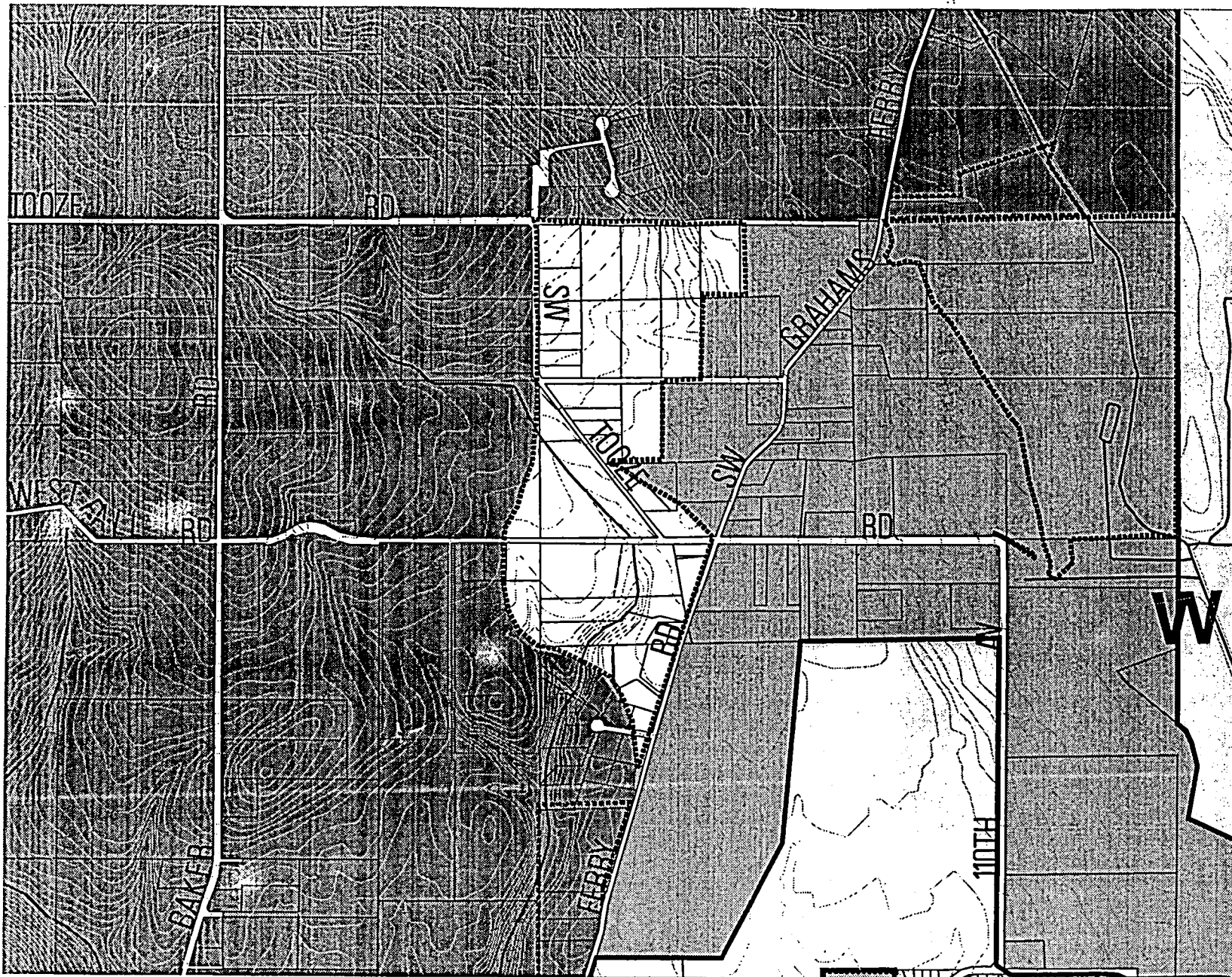
Urban Growth Boundary
44

map	=	84
value	=	842
ugbmin	=	52
ugbmean	=	962.635
trans	=	9.796
cendist	=	0.540
terrain	=	8.478
fldacre	=	0.000
ripacre	=	4.411
majorsoil	=	2
bestsoil	=	2
exacre	=	0.000
exland	=	0
efuacre	=	50.761
acres	=	50.90



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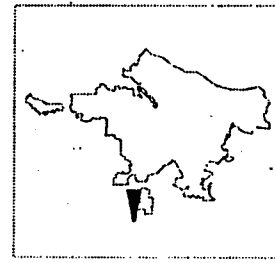


Citizen Proposed Modifications

Subtractions
map: 101

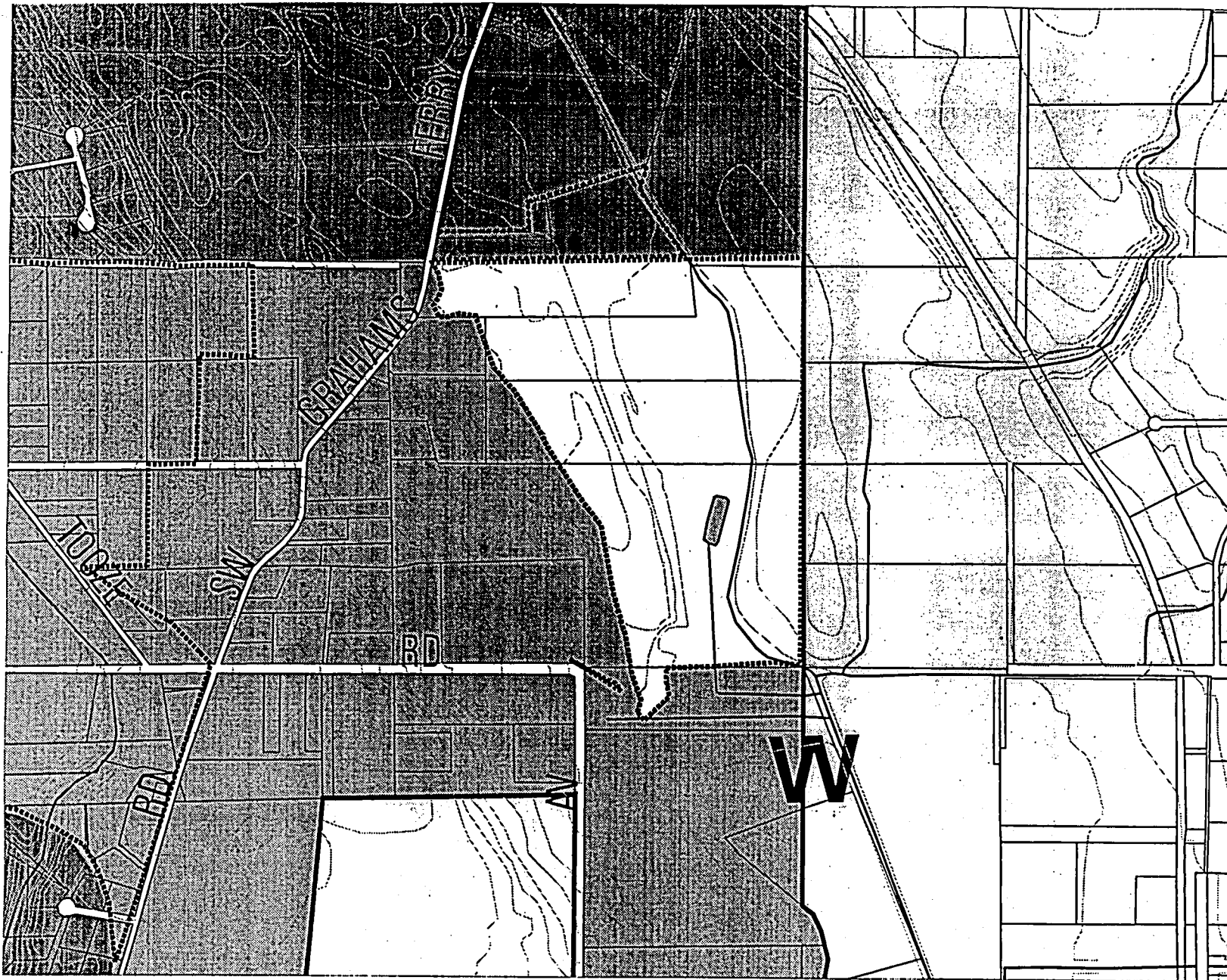
- Urban Reserve Study Area
- Addition Boundary
- Urban Growth Boundary

map	=	101
value	=	11
ugbmin	=	986
ugbmean	=	2461.849
trans	=	18.266
cendist	=	0.000
terrain	=	5.684
fldacre	=	0.000
ripacre	=	5.592
majorsoil	=	2
bestsoil	=	2
exacre	=	92.762
exland	=	2
efuacre	=	19.509
acres	=	119.43



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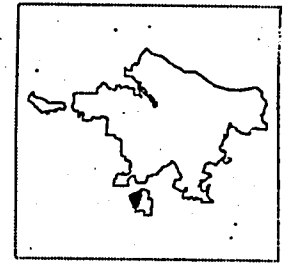
Subtractions
map: 102

Urban Reserve Study Area

Addition Boundary

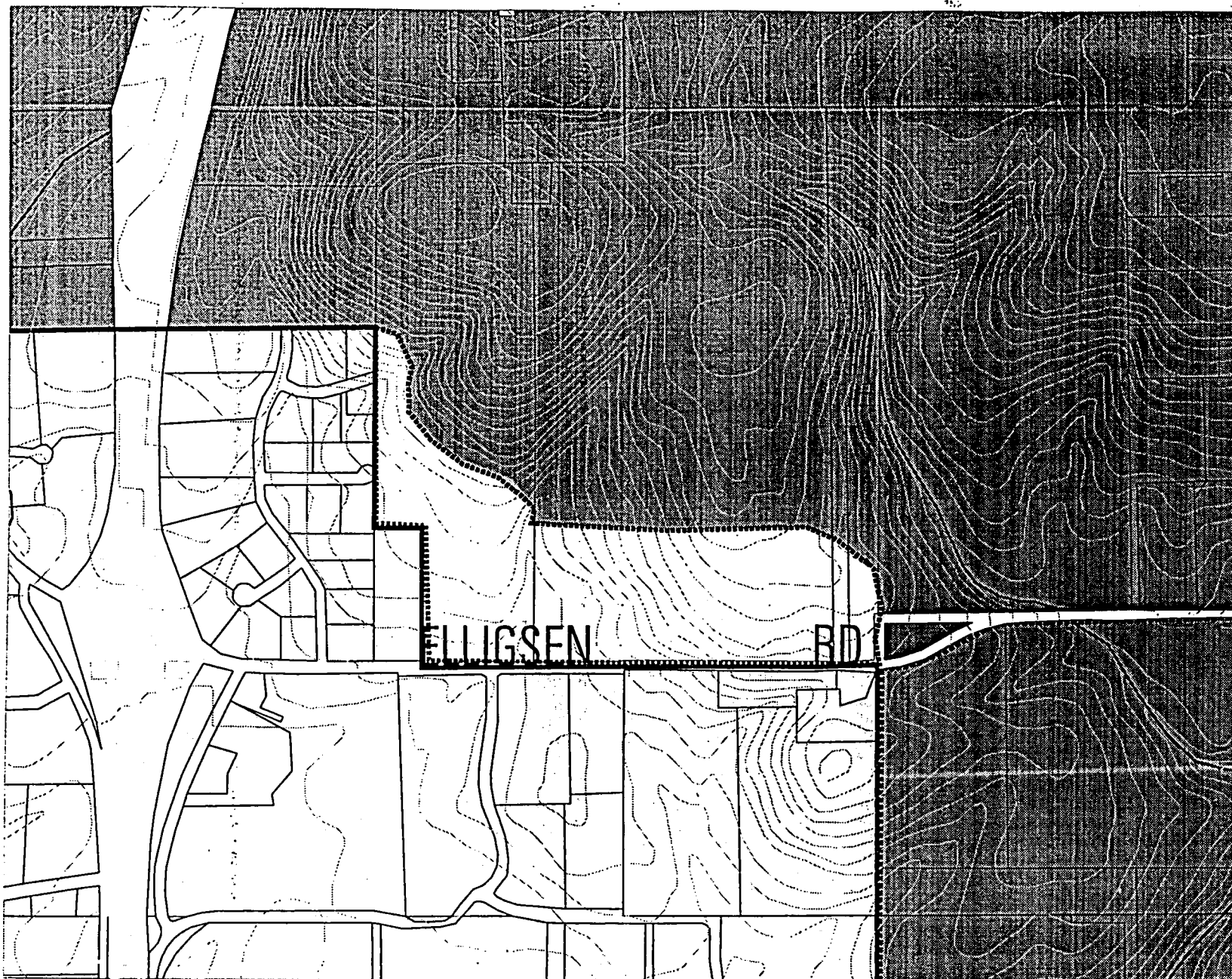
Urban Growth Boundary
18

map	-	102
value	-	12
ugbmin	-	52
ugbmean	-	915.646
trans	-	18.533
cendist	-	1.237
terrain	-	2.826
fldacre	-	62.193
ripacre	-	10.314
majorsoil	-	3
bestsoil	-	1
exacre	-	0.746
exland	-	3
efuacre	-	99.534
acres	-	100.19



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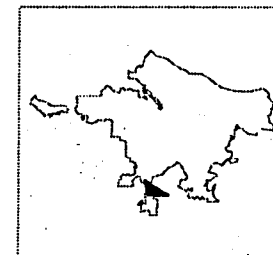
Subtractions
map: 103

Urban Reserve Study Area

Addition Boundary

Urban Growth Boundary
16

map	-	103
value	-	13
ugbmin	-	52
ugbmean	-	329.155
trans	-	14.836
cendist	-	0.495
terrain	-	9.103
fldacre	-	0.000
ripacre	-	0.000
majorsoil	-	2
bestsoil	-	2
exacre	-	44.921
exland	-	3
efuacre	-	1.678
acres	-	47.24



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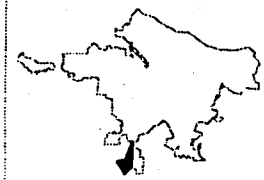
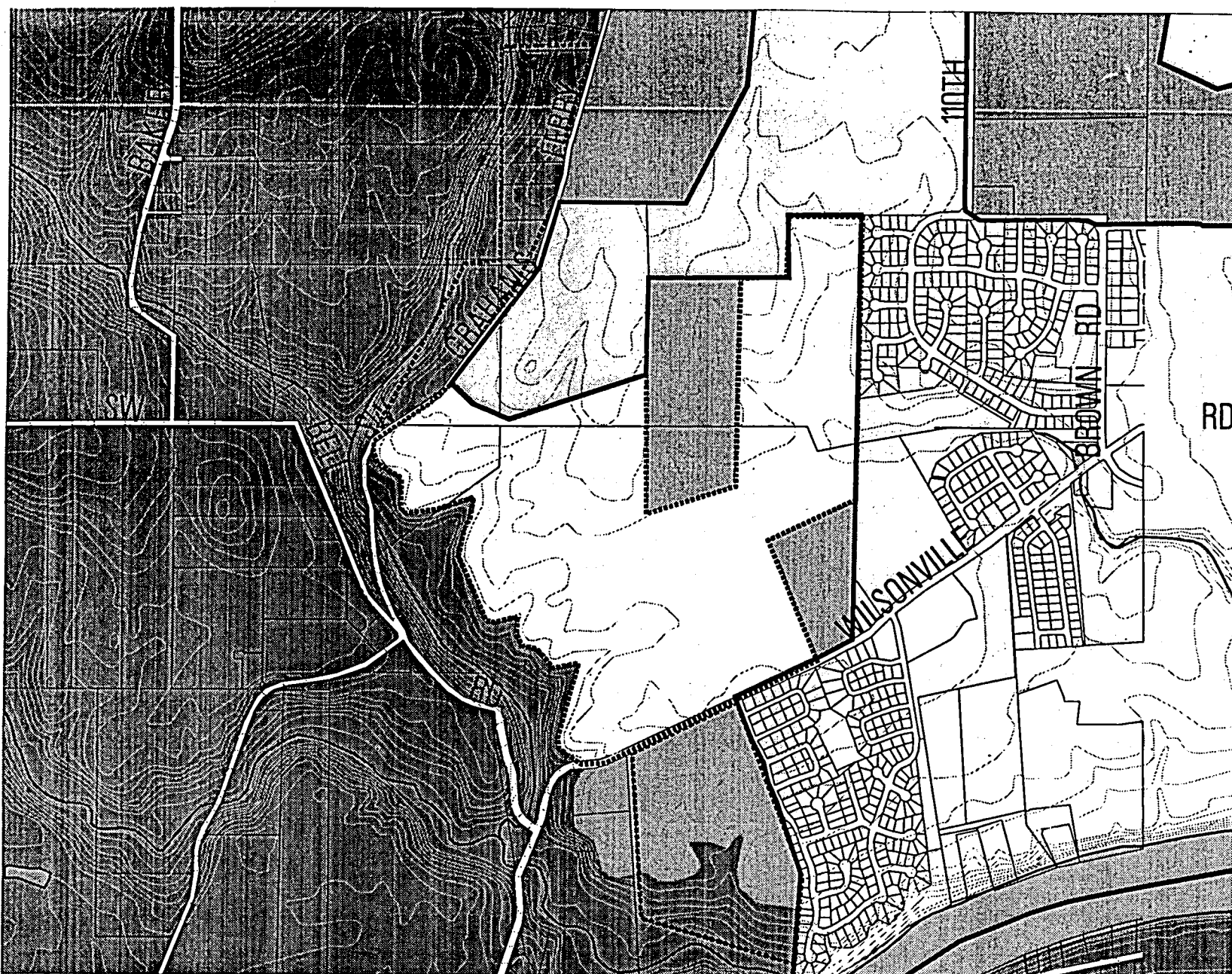
Subtractions
map: 104

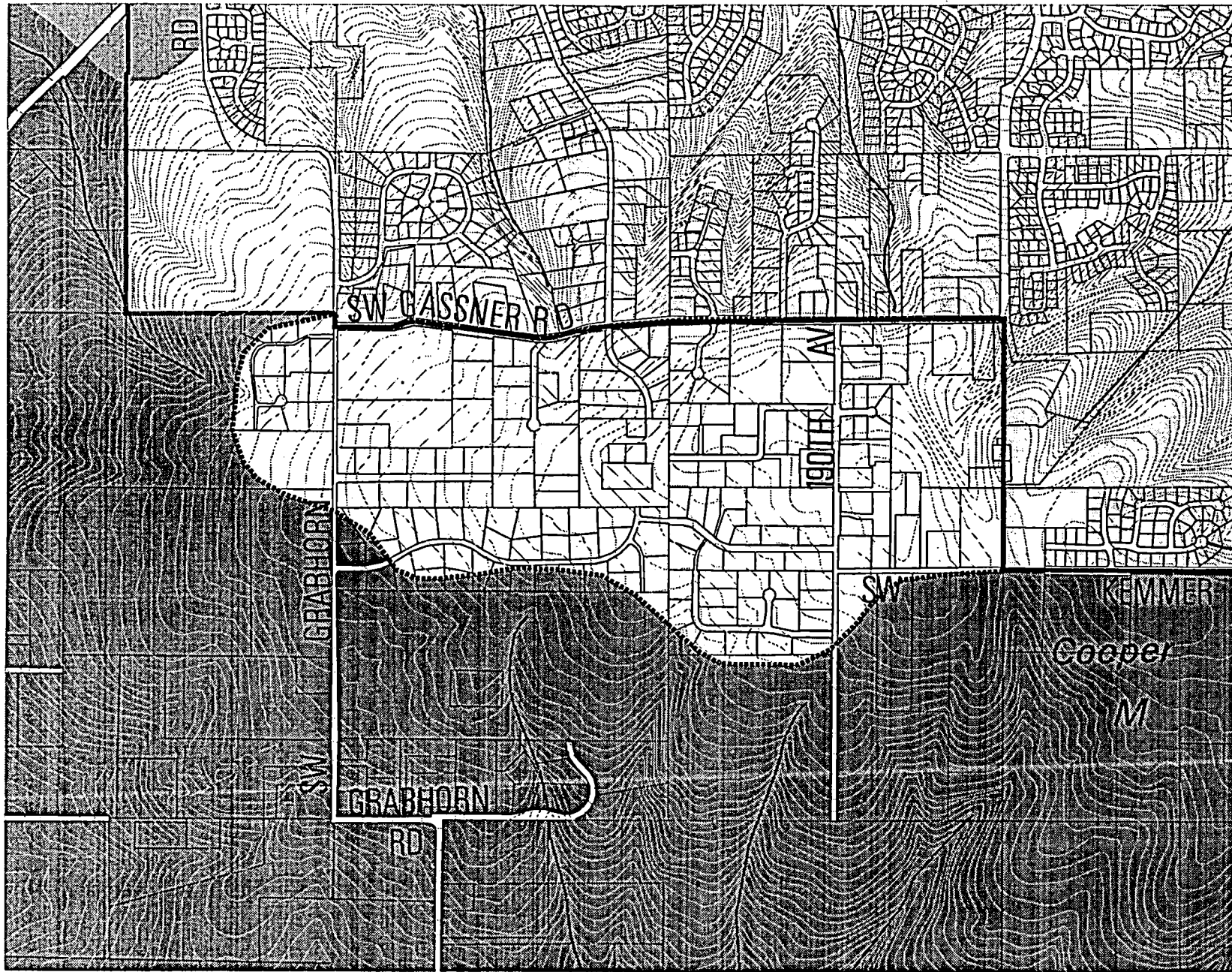
 Urban Reserve Study Area

 Addition Boundary

 Urban Growth Boundary
20

map	=	104
value	=	126
ugbrin	=	0
ugbmean	=	710.080
trans	=	17.124
cendist	=	1.190
terrain	=	2.945
fldacre	=	4.660
ripacre	=	3.666
majorsoil	=	2
bestsoil	=	1
exacre	=	0.000
exland	=	0
efuacre	=	176.452
acres	=	187.90


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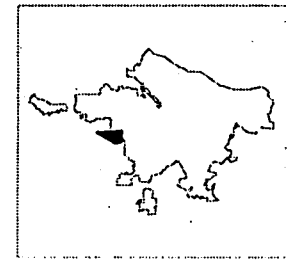


Citizen Proposed Modifications

Subtractions
map: 105

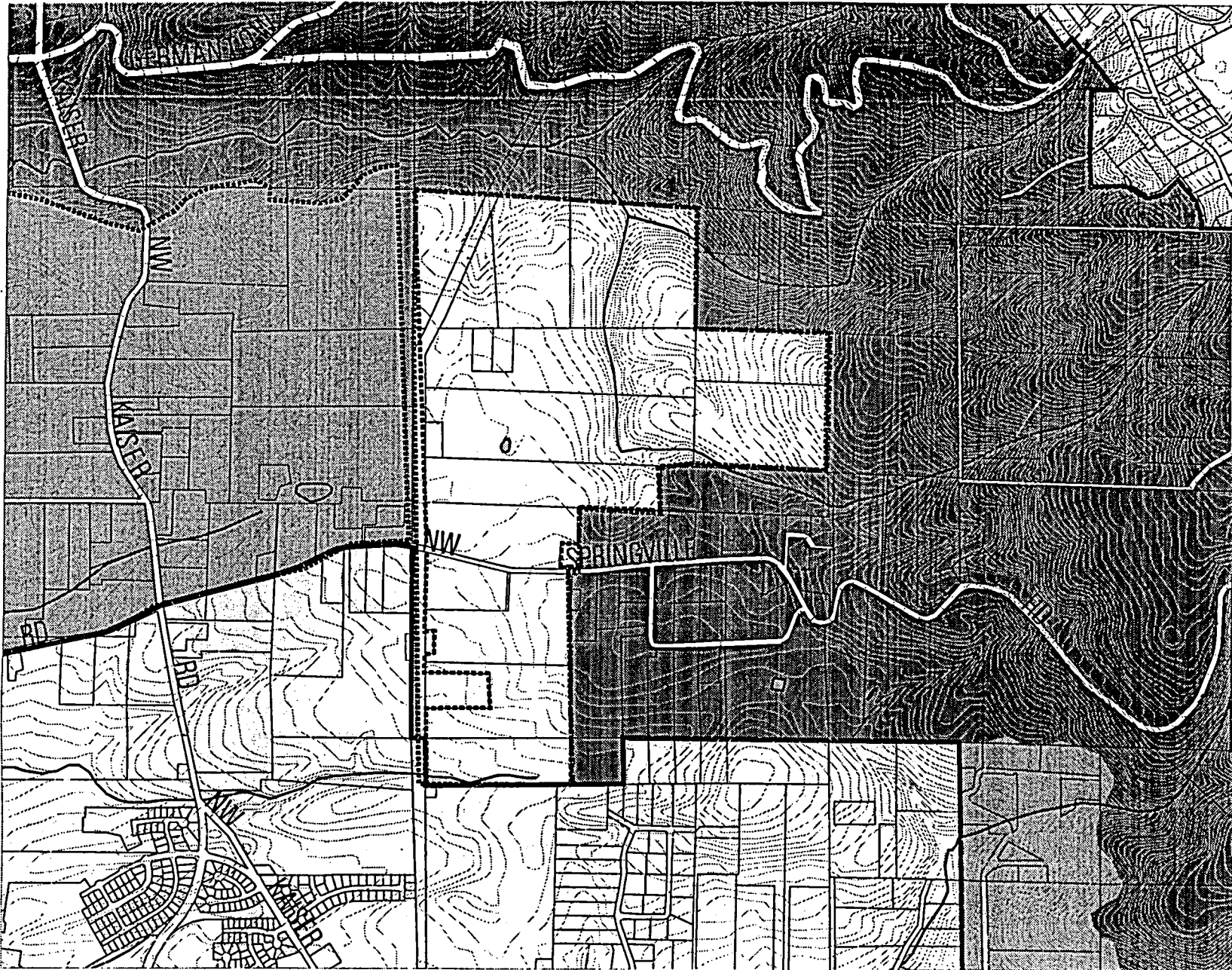
- Urban Reserve Study Area
- Addition Boundary
- Urban Growth Boundary
10

map	=	105
value	=	157
ugbmin	=	0
ugbmean	=	935.734
trans	=	1.000
cendist	=	5.000
terrain	=	7.833
fldacre	=	0.000
ripacre	=	0.000
majorsoil	=	3
bestsoil	=	2
exacre	=	260.081
exland	=	2
efuacre	=	1.056
acres	=	282.38



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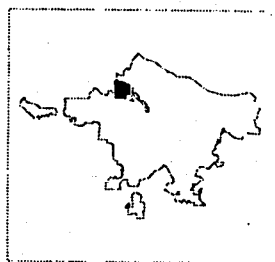
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Subtractions
map: 106

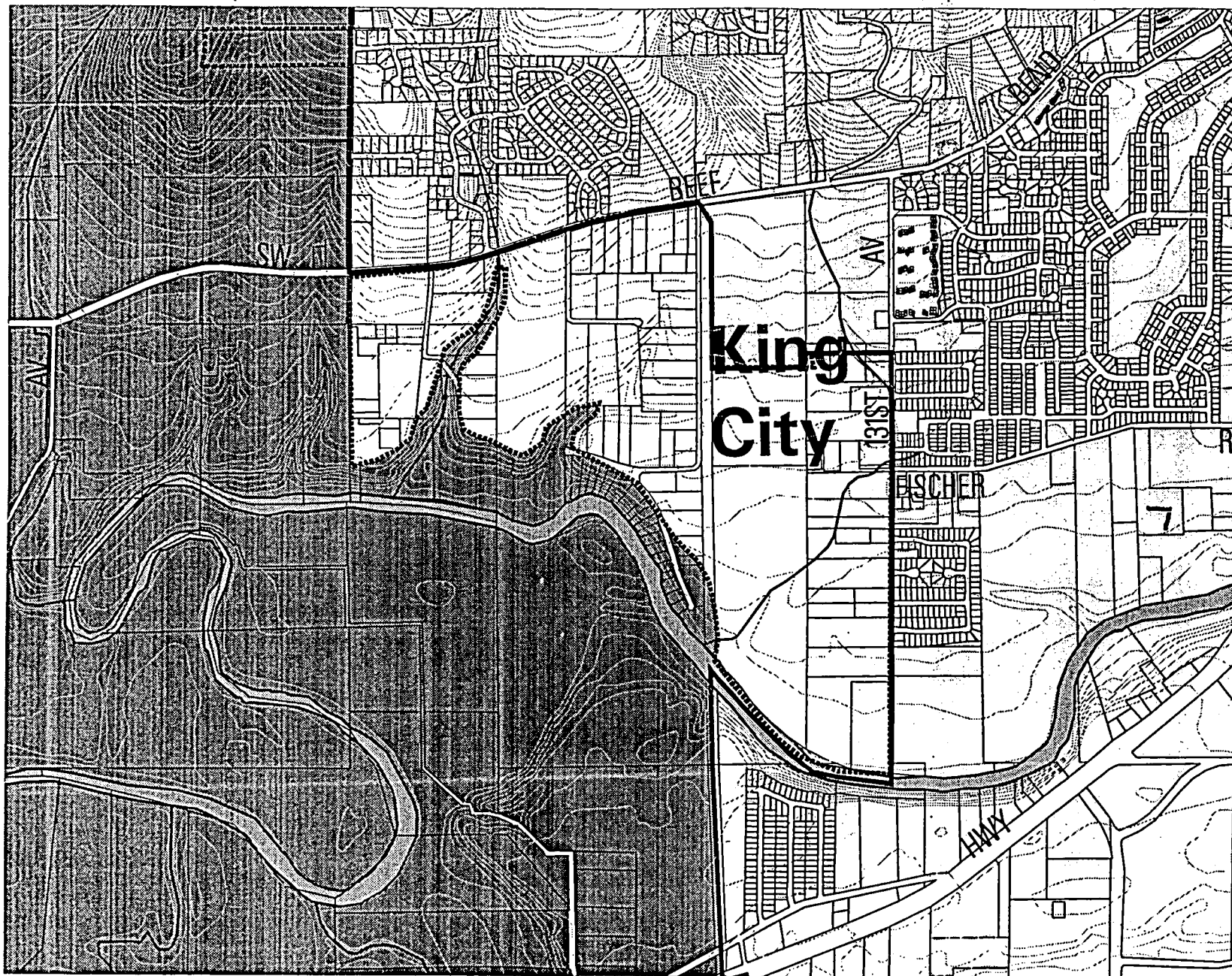
- Urban Reserve Study Area
- Addition Boundary
- Urban Growth Boundary

map	= 106
value	= 249
ugbrin	= 0
ugbrmean	= 2050.625
trans	= 11.625
cendist	= 7.203
terrain	= 8.242
fldacre	= 14.601
ripacre	= 13.855
majorsoil	= 3
bestsoil	= 2
exacre	= 2.175
exland	= 2
efuacre	= 299.037
acres	= 316.83



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Subtractions
map: 107

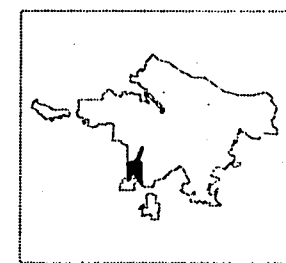
Urban Reserve Study Area

Addition Boundary

Urban Growth Boundary

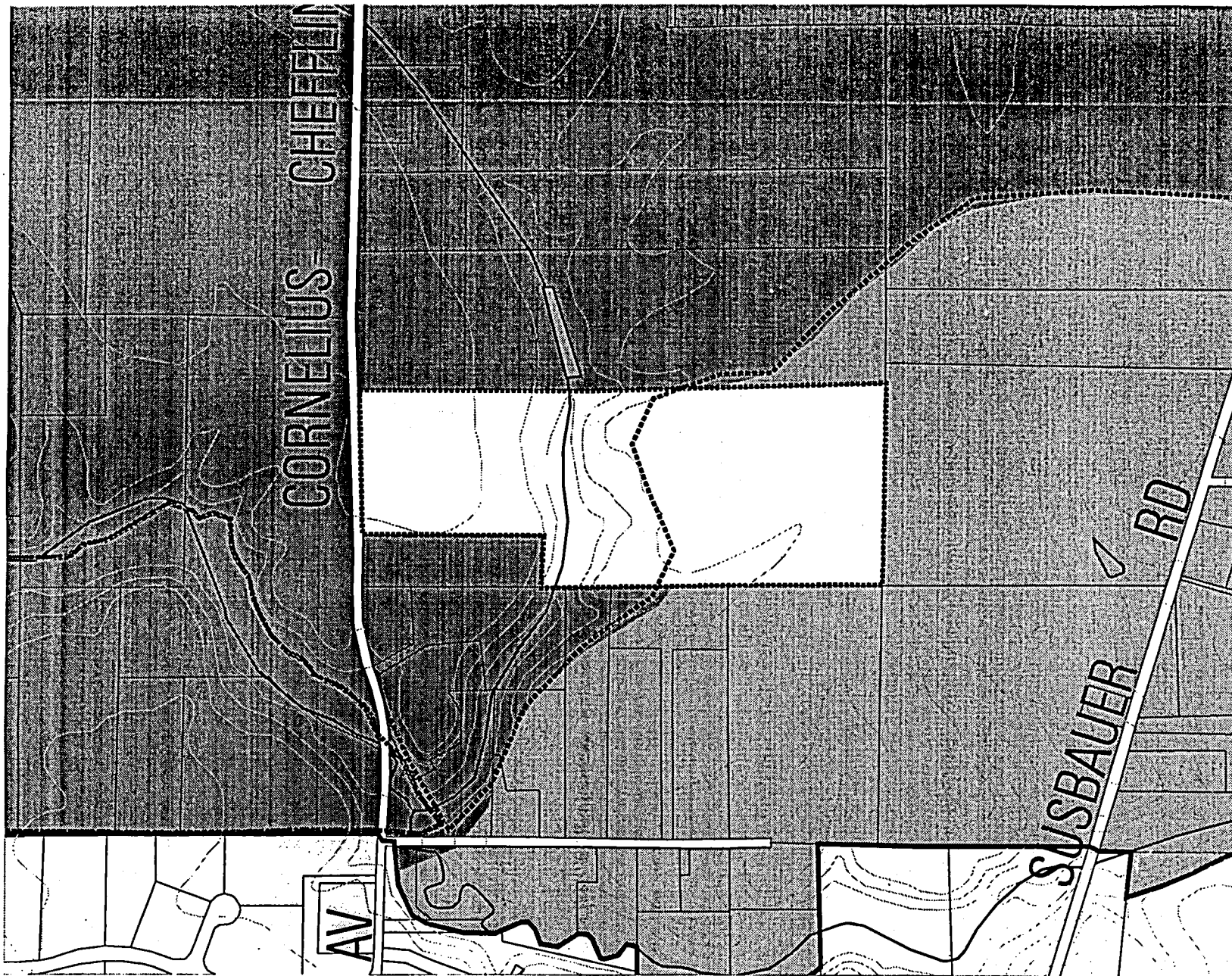
12

map	=	107
value	=	264
ugbmin	=	0
ugbmean	=	634.741
trans	=	9.292
cendist	=	7.957
terrln	=	4.949
fldacre	=	43.492
ripacre	=	10.127
majorsoil	=	2
bestsoil	=	2
exacre	=	249.767
exdand	=	2
efuacre	=	0.000
acres	=	267.23



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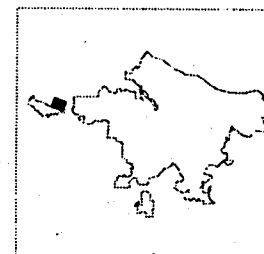


Citizen Proposed Modifications

Subtractions
map: 108

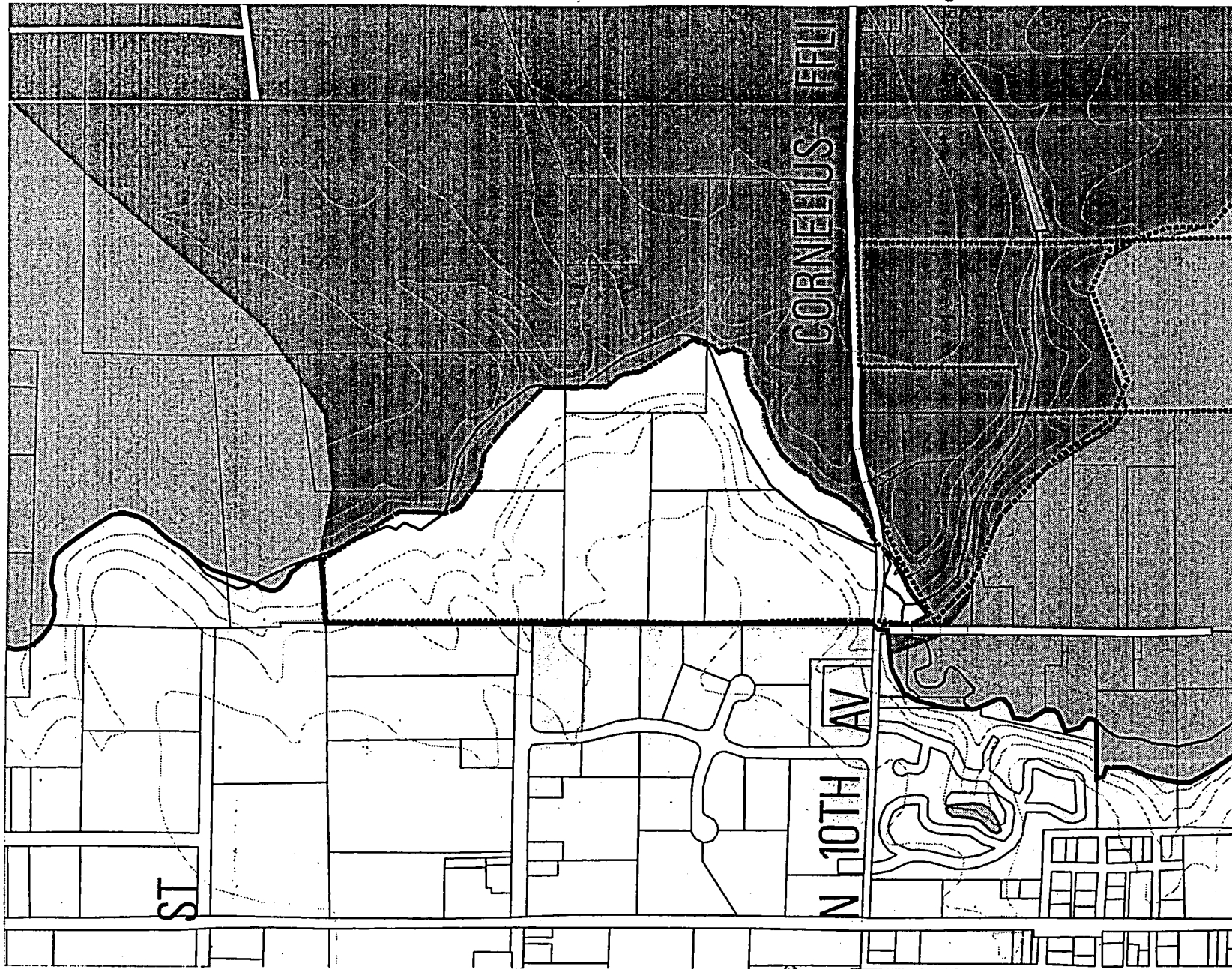
-  Urban Reserve Study Area
-  Addition Boundary
-  Urban Growth Boundary

map	=	108
value	=	295
ugbmin	=	1196
ugbmean	=	1731.322
trans	=	18.202
cendist	=	4.000
terrain	=	1.786
fidacre	=	7.704
ripacre	=	0.000
majorsoil	=	2
bestsoil	=	1
exacre	=	0.000
exland	=	0
efuacre	=	46.288
acres	=	46.25



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Citizen Proposed Modifications

Subtractions
map: 109

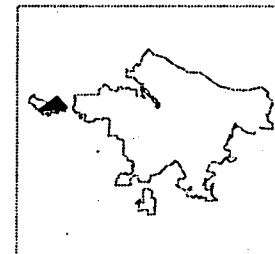
Urban Reserve Study Area

Addition Boundary

Urban Growth Boundary

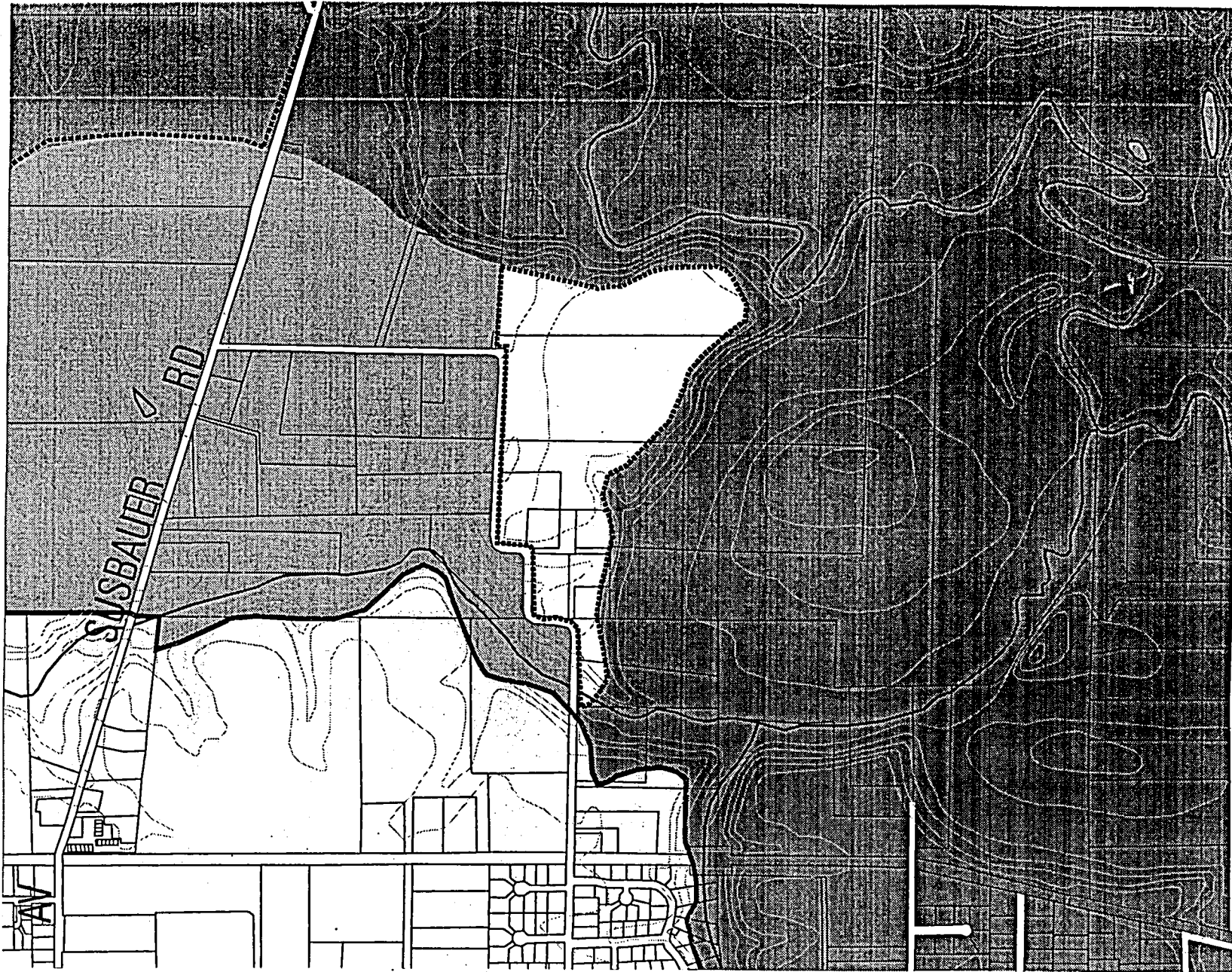
6

map	=	109
value	=	362
ugbmin	=	0
ugbmean	=	561.031
trans	=	15.623
cendist	=	3.198
terrain	=	4.148
fldacre	=	23.486
ripacre	=	0.000
majorsoil	=	3
bestsoil	=	1
exacre	=	1.056
exland	=	2
efuacre	=	64.057
acres	=	65.37






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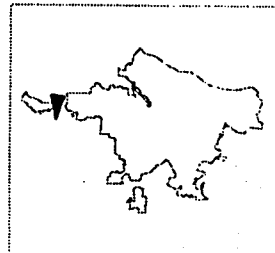


Citizen Proposed Modifications

Subtractions
map: 110

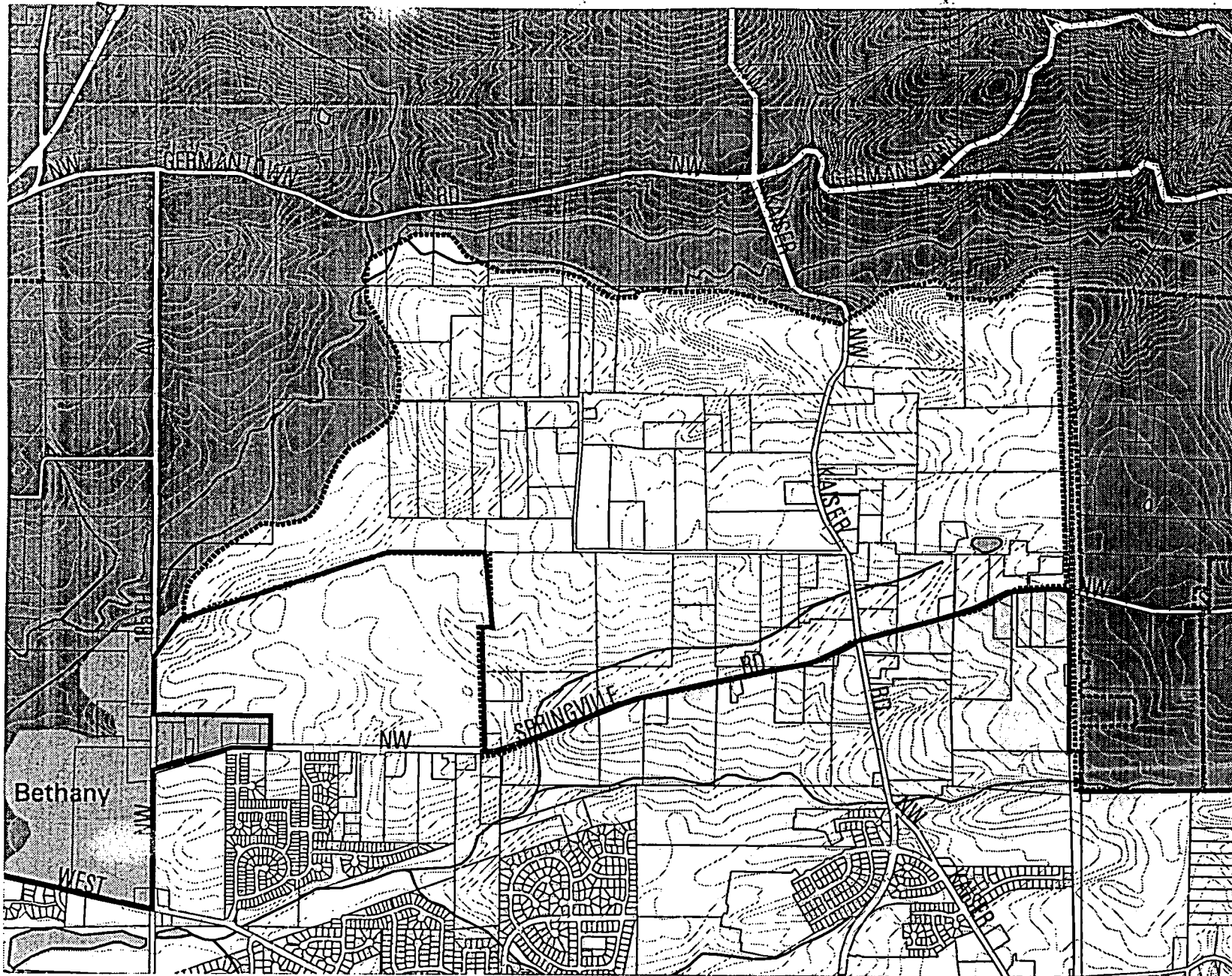
-  Urban Reserve Study Area
-  Addition Boundary
-  Urban Growth Boundary

map	=	110
value	=	388
ugbmin	=	116
ugbmean	=	1450.290
trans	=	16.647
cendist	=	5.000
terrain	=	2.138
fldacre	=	1.740
ripacre	=	0.186
majorsoil	=	2
bestsoil	=	2
exacre	=	11.184
exland	=	2
efuacre	=	35.912
acres	=	47.24



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Citizen Proposed Modifications

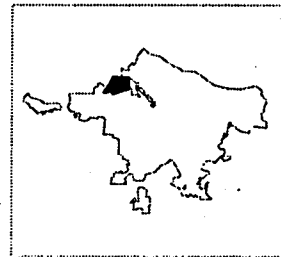
Subtractions
map: 111

Urban Reserve Study Area

Addition Boundary

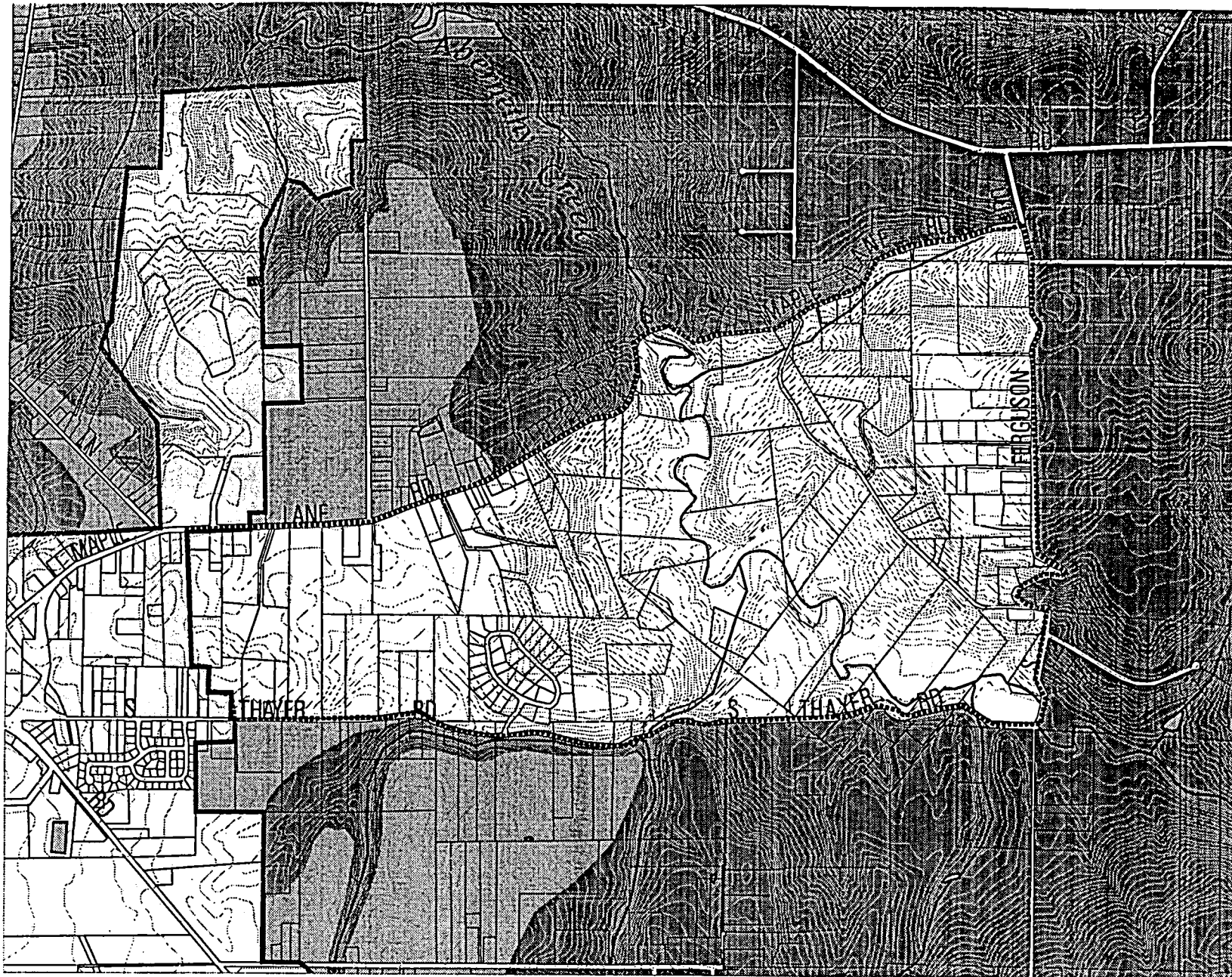
Urban Growth Boundary
2

map	= 111
value	= 427
ugbmin	= 0
ugbmean	= 1668.741
trans	= 12.185
cendist	= 6.306
terrain	= 7423
fldacre	= 66.356
ripacre	= 24.480
majorsoil	= 3
bestsoil	= 2
exacre	= 323.827
exland	= 3
efuacre	= 452.563
acres	= 794.25



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Regional Land
Information System

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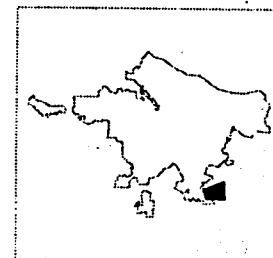
Subtractions
map: 112

Urban Reserve Study Area

Addition Boundary

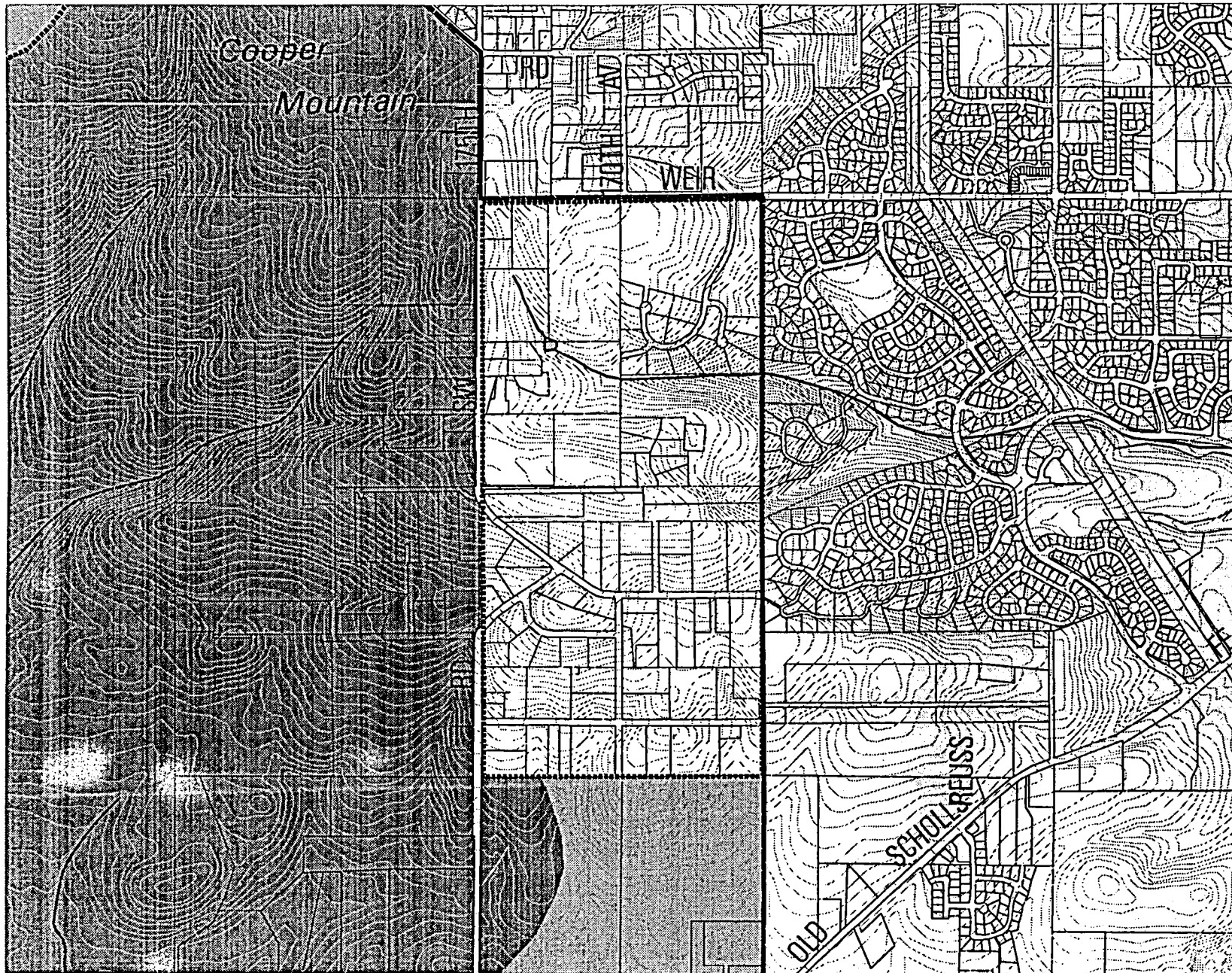
Urban Growth Boundary
15

map	= 112
value	= 471
ugbmin	= 0
ugbmean	= 4685.891
trans	= 10.126
cendist	= 3.855
terrain	= 12.702
fldacre	= 94.129
ripacre	= 43.492
majorsoil	= 2
bestsoil	= 2
exacre	= 480.211
exland	= 3
efuacre	= 273.501
acres	= 777.80



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R L I S
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Subtractions
map: 113

Urban Reserve Study Area

Addition Boundary

Urban Growth Boundary

11

map	= 113
value	= 510
ugbmin	= 0
ugbmean	= 1097.258
trans	= 8.018
cendist	= 8.064
terrain	= 14.766
fldacre	= 0.000
ripacre	= 7.083
majorsoil	= 3
bestsoil	= 2
exacre	= 289.158
exland	= 2
efuacre	= 0.000
acres	= 306.15


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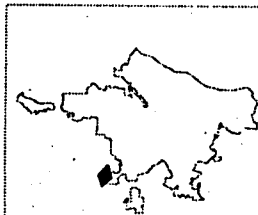
Subtractions
map: 114

 Urban Reserve Study Area

 Addition Boundary

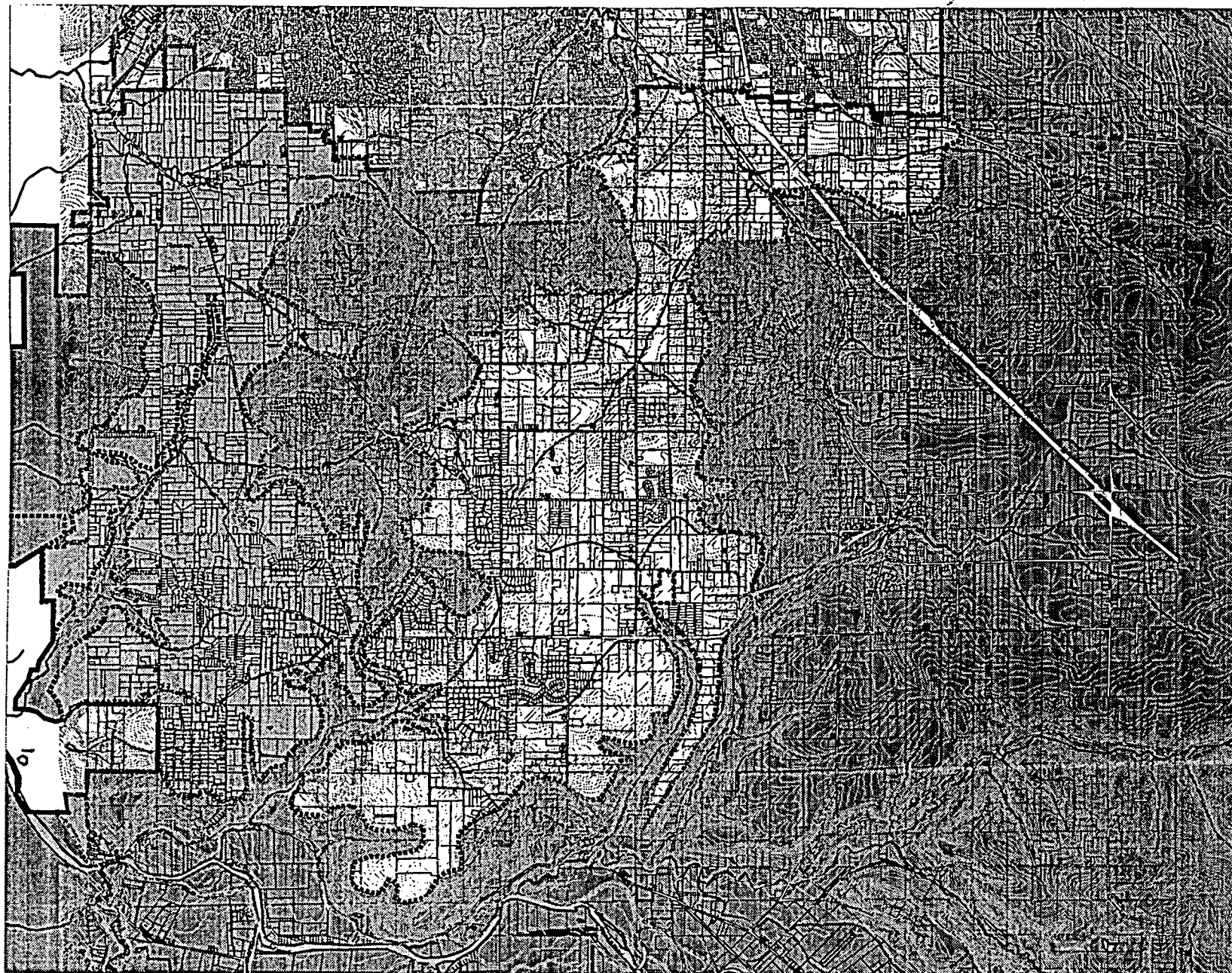
 Urban Growth Boundary
14

map	=	114
value	=	547
ugbmin	=	0
ugbmean	=	742.510
trans	=	17.534
cendist	=	4.225
terrain	=	5.378
fldacre	=	0.249
ripacre	=	0.559
majorsoil	=	2
bestsoil	=	1
exacre	=	131.842
exland	=	3
efuacre	=	53.433
acres	=	190.57



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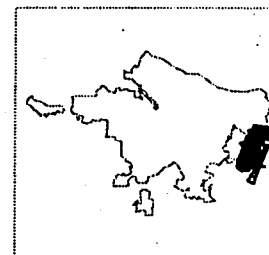
Subtractions
map: 115

Urban Reserve Study Area

Addition Boundary

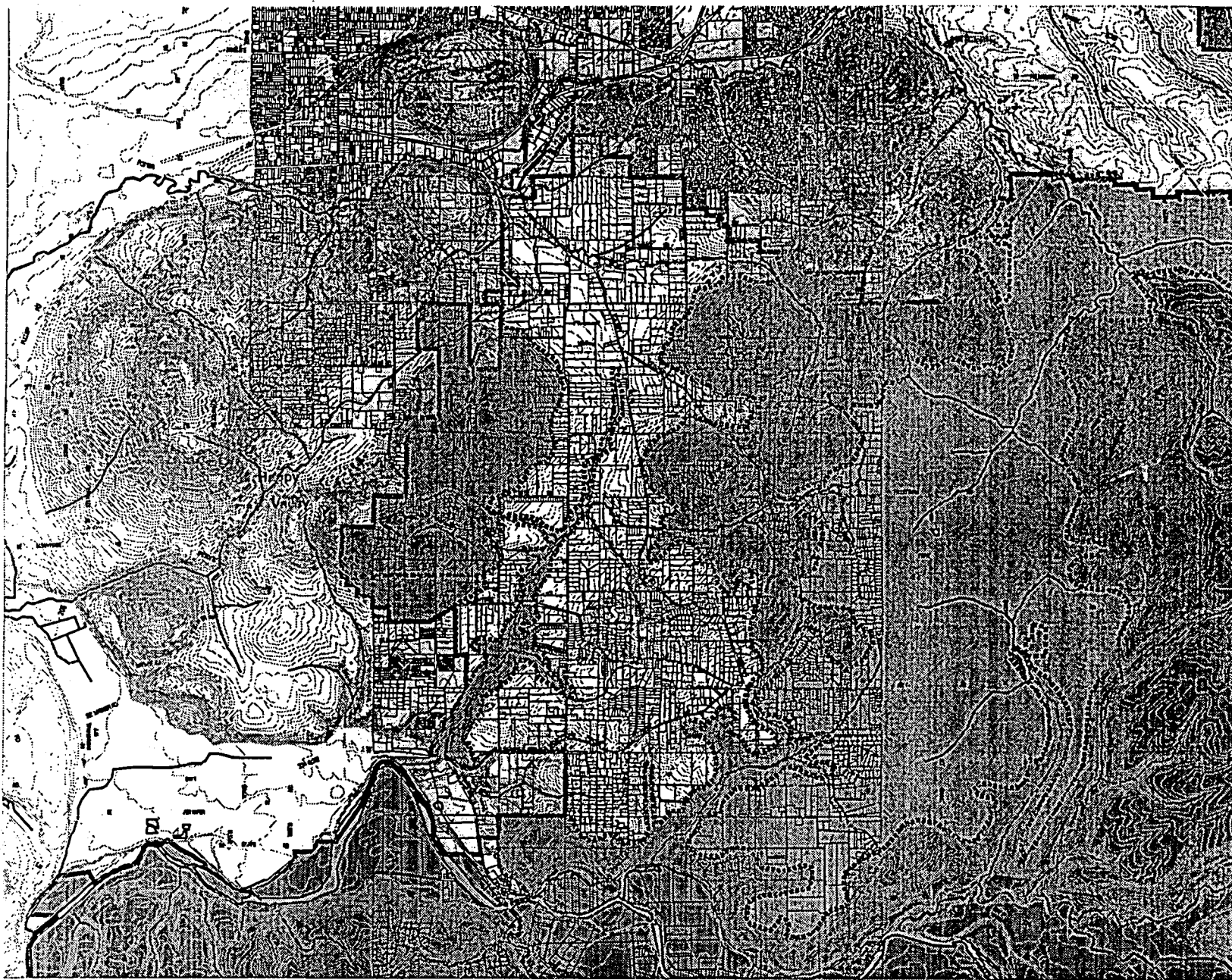
Urban Growth Boundary
9

map	= 115
value	= 998
ugbmin	= 0
ugbmean	= .9286.002
trans	= 12.275
cendist	= 3.590
terrln	= 7.123
fldacre	= 67.039
ripacre	= 5.965
majorsoil	= 3
bestsoil	= 2
exacre	= 3545.822
exland	= 2
efuacre	= 2771.730
acres	= 6705.11



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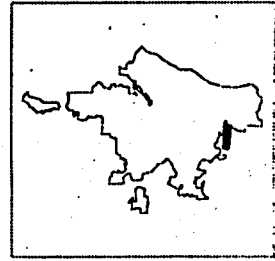
Subtractions
map: 116

 Urban Reserve Study Area

 Addition Boundary

 Urban Growth Boundary
7

map	=	116
value	=	999
ugbmin	=	0
ugbmean	=	3870.696
trans	=	14.281
cendist	=	7.737
terrain	=	6.665
fldacre	=	83.442
ripacre	=	130.165
majorsoil	=	3
bestsoil	=	2
exacre	=	4282.634
exdand	=	3
efuacr	=	428.705
acres	=	5047.46



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