

A G E N D A

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METRO

MEETING: METRO COUNCIL REGULAR MEETING
DATE: October 17
DAY: Thursday
TIME: 2:00 PM
PLACE: Council Chamber

<u>Approx. Time*</u>		<u>Presenter</u>
2:00 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	
2:15 PM (5 min)	4.1 Consideration of Minutes for the October 10, 1996 Metro Council Regular Meeting.	
	5. ORDINANCES - SECOND READING	
2:20 PM (20 min)	5.1 Ordinance No. 96-647A , For the Purpose Adopting a Functional Plan for Early Implementation of the 2040 Growth Concept. <i>(Consideration of amendments.)</i>	McLain
	6. RESOLUTIONS	
2:40 PM (5 min)	6.1 Resolution No. 96-2388 , For the Purpose of Authorizing the Release of a Request for Proposal (RFP) to Develop and Design an Interactive Multi-Media Environment for a Mobile Information System, also known as Metro Information on Long-Range Transportation (MILT), Authorizing the Executive Officer to Enter into a Multi-Year Contract.	McLain

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|---------------------|-----|---|-----------|
| 2:45 PM
(5 min) | 6.2 | Resolution No. 96-2393A , For the Purpose of Authorizing the Release of a Request for Proposal for the Commodity Flow Data Collection and Analysis Project and Council Approval of the Contract. | Monroe |
| 2:50 PM
(5 min) | 6.3 | Resolution No. 96-2401 , For the Purpose of Reappointing Monica Hardy and Steve Schwab to the Solid Waste Rate Review Committee. | McFarland |
| 2:55 PM
(10 min) | 7. | COUNCILOR COMMUNICATION | |

ADJOURN

CABLE VIEWERS: This meeting is shown on Channel 30 the first Sunday after the meeting at 8:30 pm. The entire meeting is also shown again on the second Monday after the meeting at 2:00 pm on Channel 30.

All times listed on the agenda are approximate; items may not be considered in the exact order.
For questions about the agenda, call Clerk of the Council, Chris Billington, 797-1542.
For assistance per the American with Disabilities Act (ADA), dial TDD 797-1804 or 797-1540 (Council Office)

Agenda Item Number 4.1

Approval of Minutes

For the October 10, 1996 Metro Council Meeting

**Metro Council Meeting
Thursday, October 17, 1996
2:00 PM - Council Chamber**

MINUTES OF THE METRO COUNCIL MEETING

October 10, 1996

Council Chamber

Councilors Present: Jon Kvistad (Presiding Officer), Susan McLain, Ruth McFarland, Ed Washington, Patricia McCaig, Rod Monroe

Councilors Absent: Don Morissette

Presiding Officer Jon Kvistad called the meeting to order at 5:07 p.m.

1. INTRODUCTIONS

None.

2. CITIZEN COMMUNICATIONS

None.

3. EXECUTIVE OFFICER COMMUNICATIONS

None.

4. CONSENT AGENDA

4.1 Consideration of the Minutes for the October 3, 1996 Metro Council Meeting.

Motion: Councilor Monroe moved the adoption of the minutes of October 3, 1996 Metro Council Meeting.

Seconded: Councilor Washington seconded the motion.

Discussion: None.

Vote: The vote was 6 aye/ 0 nay/ 0 abstain. The motion passed unanimously.

5. ORDINANCES - SECOND READING

5.1 Ordinance No. 96-647A, For the Purpose of Adopting a Functional Plan for Early Implementation of the 2040 Growth Concept.

Councilor McLain gave an overview of the amendments that have been acted upon and those that are still under consideration. Kvistad, #2 on Title 4 Employment and Industrial Areas map change was approved last week, Kvistad #6, Title 3, Regional Accessibility Boulevard Design map change was also approved. These amendments were technical in nature. The McLain, #4 Title 2, Regional Parking Policy Maximum Parking Ratios amendment

passed last week as well. She noted that there is more work being done on the Parking Title. There are some upcoming technical amendments on this title that will be sponsored by Councilor McLain as well as some sponsored by other councilors. The Morissette #3, Title 1 requirement for Housing and Employment Accommodations and Accessory Units amendment passed last week. There are some issues that are of a technical nature that have been brought up by MTAC, the staff agrees on some of the elements of the accessory units and Councilor McLain will be bringing forward some amendments in respect to these issues. The technical amendments on the amendments that have already passed will be presented to Council on Monday, October 14th so they have time to review these prior to Council on Thursday, October 17th. She reviewed the amendments that have not been acted on but have been presented to the Council at the last meeting. The first was a McFarland, #1 on Title 1, Requirements for Housing and Employment, this amendment was taken off the board because it was addressed by another amendment. The McLain #2, on Titles 1, 8 and 10 on consistency and clarification (General Counsel has been asked to work on a redraft of this amendment) is being held over until October 17th due to Morissette's absence at the October 10th meeting. Staff has also been working on additional definitions for the Definitions Title, there will be additional definitions in the McLain amendment #2, Title 1, 8, and 10, amended to #2A. These are now available for review. These amendments include Title 6 definitions on accessibility. The McLain #3, Title 1 requirements for Housing, Employment Accommodations with section 3 design type density was an amendment presented at the October 3rd meeting, she suggested that this amendment could be voted on at this meeting. The McLain #5, Title 4 Retail, Employment and Industrial Areas and Title 8 on Compliance Procedures will be held until October 17th when Councilor Morissette is present. She noted the Presiding Officer Kvistad has a competing amendment to McLain #5 which he will review at this meeting. The Morissette #9, Title 9 Performance Measures did not pass but Councilor Morissette asked to keep this alive for discussion at the October 17th meeting. The Washington #1, Title 7, Affordable Housing fair share strategy is included in the packet and could be considered at this meeting.

She noted that Councilor McCaig intends to bring forth amendments on Title 2, 8, 4, and 9. These will be presented at the October 17th Council meeting. Councilor Monroe completed a review of Title 6, Accessibility title and has submitted an amendment which makes a substantial change. These are also available this evening for review.

Presiding Officer Kvistad announced that John Fregonese and the Growth Management Department had completed a summary of written testimony on the Functional Plan, breaking out individual comments made at the public hearings into title areas. This should assist councilors in reviewing and developing amendments where they see fit.

Councilor Washington noted the amendment which made changes to Title 3 is before the Council. He suggested reviewing this amendment and considering acting upon it at the next meeting. He asked Mr. Fregonese to explain the City of Portland's amendment regarding the map of Linnton area.

Mr. Fregonese indicated that this amendment is a map change in the Linnton area which is designated industrial, the City is requesting that it be designated employment. The amendment McLain #3 allows them to make those changes when they submit compliance reports. Because Title 4 has some effects on current destination of employment and industrial, the City would like the change sooner.

This amendments is similar to Kvistad #2 where the map was changed. Staff has no problem with this request.

Councilor McLain assumed that Mr. Washington's amendments would be coming with the technical amendments on Monday, October 14th.

Presiding Officer Kvistad said that on the map adjustments there will be two amendments, one to the map and one to the area itself.

Councilor Washington asked if it was in the amendment packet Council had before them.

Councilor McLain indicated it would be in the Monday, October 14th's technical amendment packet.

Presiding Officer Kvistad said that these amendments would be dealt with at the October 17th Council meeting.

Councilor McLain responded the Councilor Washington's question on Title 3, indicating both herself, Rosemary Furfey and Mark Turpel have met with the Columbia Corridor Association. The Association had asked that these amendments be put in writing for consideration almost one month ago. Ms. Furfey and Mr. Turpel will be meeting again with the association at the end of the month. The association asked to look at the map, they had not seen the map yet. In Title 3 nothing goes into effect until the map is formalized so there will be an opportunity to input the map which was the Association's major issue.

Councilor Washington indicated that he had asked the Columbia Corridor group to submit their amendments in writing.

Presiding Officer Kvistad opened up the meeting for general discussion about any topics or amendments that Council were interested in. He noted that Council was under constraint as to what amendments could be voted on at this meeting because Councilor Morissette had requested that certain amendments be held over until the October 17th meeting so he could be present. He asked is there were any councilors who have amendments to make at this time.

Motion: **Councilor Monroe** moved Amendment #1, Clarification Draft of Title 6, Regional Accessibility on Transportation.

Seconded: **Councilor McLain** seconded the amendment.

Discussion: **Councilor Monroe** reviewed this amendment indicating that it was mostly a clarifying amendment, cleaning up the language and making it more understandable and clear. There were a few places were bicycles were added to pedestrian and transit areas. The amendment also clarifies the relationship between the RTP and the Functional Plan. He added that these amendments were prepared by Mr. Shaw in consultation with Andy Cotugno and John Fregonese.

Presiding Officer Kvistad asked if Councilor Morissette had the opportunity to see Councilor Monroe's amendment?

Councilor Monroe indicated that he did not think Councilor Morissette had seen his amendment since they were completed only today.

Vote: The vote was 6 aye/ 0 nay/ 0 abstain. The motion passed unanimously.

Motion: **Councilor McLain** moved Amendment #3, Title 1, Requirements for Housing and Employment Accommodation section 3 Design Type and Density.

Seconded: **Councilor Monroe** seconded the amendment.

Discussion: **Councilor McLain** review her amendment #3. There had been a lot of comments and questions about Title 1 including false caps on maximums and clarity on design types. It was recommended that there should be no maximums put on the jurisdictions. She felt this language cleared these questions up. There had been comments from jurisdictions, Hillsboro and Tigard, indicating that if Metro gave them the goal for the product and gave them more flexibility, they could be more creative about what works in their particular community. So the average density numbers have been moved to the section on recommendations. These numbers will be used as a floor, that would be the recommended average that Metro would asked local jurisdictions to get out of each of those types.

Councilor Monroe clarified with Councilor McLain that those recommended densities would be a floor, local jurisdiction could exceed the density but could not have densities that were less dense than that floor on the average.

Councilor McLain responded that there are other areas which have required densities, an 80% minimum as well as Table 1 with different types of commercial mixes giving some examples of requirements. This is a reasonable, realistic floor.

John Fregonese recommended that in the preamble, section 3 lines 106-139 it be amended to 120 to 139 so the minimum density requirements are not wiped out. This section replaces currently 120 to 139, there had been a drafting error.

Councilor McLain agreed with Mr. Fregonese.

Councilor Monroe as the seconder of the amendment agreed with Mr. Fregonese recommended change.

Presiding Officer Kvistad said that this change is a friendly amendment and since both the councilors who moved and seconded the amendment are in agreement with Mr. Fregonese's suggestion, the amendment has been amended to include lines 120 to 139.

Councilor McFarland asked Councilor McLain and Mr. Fregonese for their reassurance that this amendment addresses Mayor McRoberts concerns previously in Councilor McFarland's amendment..

Mr. Fregonese and Councilor McLain acknowledged that this amendment addressed Mayor McRoberts concerns.

Vote: The vote was 6 aye/ 0 nay/ 0 abstain. The motion passed unanimously.

Motion: **Councilor Washington** moved Amendment #1, Affordable Housing - Fair share strategy.

Seconded: **Councilor McLain** seconded the amendment.

Discussion: **Councilor Washington** was asked to develop language that would address the issue of fair share. He had not talked with Councilor Morissette about this amendment. He acknowledged Councilor Morissette's concern in affordable housing.

Presiding Officer Kvistad indicated that this amendment could be moved, seconded and discussed at this meeting and then acted upon at the October 17th meeting when Councilor Morissette was present.

Councilor Washington said that this amendment is to develop a sense of fair share strategy. He believes this is tough to do but Metro needs to have something on paper that addresses this issue. He believes that this is a first step, preliminary ideas to address a very complex issue of fair share and affordable housing, a keystone of the Functional Plan.

Councilor McLain said that this amendment does several things; first, this title is very different than the rest of the titles, there wasn't even a general idea of what Metro was asking local jurisdictions to look at. She felt that this amendment gives a general idea of where to start with giving a fair share strategy which will include four items. There are no numbers or performance standards but simply the beginning conversation pieces. If the 2040 Growth Concept is going to work, there needs to be full community service in all communities. There needs to be an opportunity to provide that full service for a range of jobs, salaries and housing types. She supported this amendment.

Councilor Monroe added that he was in full support of this amendment as well.

Presiding Officer Kvistad was also in favor of this amendment. He indicated that this amendment would be dealt with at the October 17th Council meeting.

Councilor McLain asked that the Councilors get all of their amendments to Council by October 17th so there is time to discuss them and vote on them. She reviewed the MPAC meeting she attended. The local jurisdictions and individuals who will be implementing this plan are interested in making sure they keep up with the amendments and the changes being made and be able to look at the differences between technical amendments and amendments that are making a policy change or direction. She told MPAC that Council would try and get through all of the amendments on October 17th so they have a week to review all of the amendments, meet on October 23rd at the MPAC meeting prior to public hearing on the Functional Plan on October 24th.

Presiding Officer Kvistad explained that any substantive amendments to an ordinance needs to be made before the meeting the ordinance is voted upon. If there are amendments beyond the October 17th deadline they can still be brought to Council but this may delay the final vote.

Presiding Officer Kvistad reviewed his amendment recommending the elimination of Title 4 in total. He expressed concern that we are trying to regulate business and industry. He does not believe we have the skills or expertise to do this, he believes some of the things that Metro may do may be very detrimental.

6. RESOLUTIONS

6.1 Resolution No. 96-2394, For the Purpose of Committing Local Match For the Transit-Oriented Development Revolving Fund Grant.

Motion: **Councilor Monroe** moved the adoption of Resolution No. 96-2394.

Seconded: **Councilor McLain** seconded the motion.

Discussion: **Councilor Monroe** indicated that Metro needs to put up 10% as a local match to receive the Federal money.

John Houser indicated that the actual total amount is \$274,000.

Councilor McFarland asked where the local match money is coming from?

Andy Cotugno spoke to resolution indicating that it does not commit the local match it guarantees the local match. The grant application was submitted on the basis of seeking an in-kind match for each individual project either through the developer or through the jurisdiction where that development will take place. The Department fully expects that this match approach will be sought and be successful. The Feds won't award the grant unless there is a strong guarantee in the event that that match is not secured through the in-kind approach. The resolution provides the Feds with that guarantee but also provides Metro with the control over whether the match will be put up on an individual project basis. The money is not actually appropriated, the Council would have to appropriate it on an individual project basis so the action remains in the control of the Council.

Councilor McFarland responded that she was not asking about control but rather money. Even if we are guaranteeing we are going to do it, where is the money going to come from with which to do this guarantee?

Councilor McLain responded that what was suggested in the original application is that Metro will be looking for a local match, it was felt that those that were interested in these projects should be willing to help with that money. When we received the review from the Federal Government they indicated that there was still a need for someone to be willing to put up the money if Metro doesn't get the local match from those project people. This guarantees that Metro would be come up with 10% and we would have to take it out of a revenue source such as general or contingency. This was left open so that the decision could be on a project by project basis. There may be local match for some of the projects and Metro may have to cover some. If Metro does not come up with the match, Metro will have to decide where it will come from in our own budget.

Councilor McFarland indicated that we make a guarantee, if someone else is not willing to do the match then we stand behind it and pay it, we are committing ourselves to that money

without seeing where it will come from, if there is no local match, we are still committing to this guarantee.

Councillor Monroe noted that if in fact we are not able to raise the local match, the assumption is that it would come out of the general fund contingency. We are guaranteeing the money. In order to get the federal money, we have to guarantee a 10% match.

Presiding Officer Kvistad believes that we would be well served by this guarantee but did note Councillor McFarland's concern.

Vote: The vote was 6 aye/ 0 nay/ 0 abstain. The motion passed unanimously.

6.2 **Resolution No. 96-2395, For the Purpose of Amending the Regional Transportation Plan and Metropolitan Transportation Improvement Program to Include Projects Funded by the FY 97 Section 5309 (Former Section 3) Appropriations.**

Motion: **Councillor McLain** moved the adoption of Resolution No. 96-2395.

Seconded: **Councillor Monroe** seconded the motion.

Discussion: **Councillor McLain** said that the title explains what is being done, an approval of this resolution amends the 1995 Interim Federal Regional Transportation Plan to include two projects which are the PSU Transit Center and the Street Car Projects. These projects have received support and have had a lot of work done on them by the City of Portland. TPAC and JPACT have reviewed these projects agreeing that these were good ideas. If this resolution is passed, the administrative programming of section 5309 and the appropriate amounts would fund these projects. Senator Hatfield has come forward with these funds and there is a great deal of stress to get this resolution passed so that we can get that money rolling, this is why the resolution was fast tracked. Washington County indicated their support for these projects but reminded Metro not to forget the rest of the region and some of the other needs that Metro has for some important projects.

Councillor Monroe added that he hoped the Council appreciated this \$42 million that Senator Hatfield has bequest upon the region.

Presiding Officer Kvistad commented the he will vote in favor but that he abstained at JPACT because the big concerns in his community on the west side is the I-5/217 interchange project, without full completion and moving forward with this project it is very possible that the two regional centers on west side will not be able to function at all. His concern is a fully funded I-5/217 interchange so that the bottle neck can be repaired and then beyond that move into the urban amenity, the street car plan. He believes this is a very good plan but that there are one or two major transportation concerns that need to be dealt with directly before this project is funded in total.

Vote: The vote was 6 aye/ 0 nay/ 0 abstain. The motion passed unanimously.

Presiding Officer Kvistad announced that Council will recess until 6:30 pm after consideration of Resolution No. 96-2398. Resolution No. 96-2398 was moved forward on the agenda.

8. **EXECUTIVE SESSION HELD PURSUANT TO ORS 192.660(1)(e). DELIBERATIONS WITH PERSONS DESIGNATED TO NEGOTIATE REAL PROPERTY TRANSACTIONS.**

8.1 **Resolution No. 96-2398, For the Purpose of Authorizing the Executive Officer to Purchase Property in the Tualatin River Access Points Target Area.**

Motion: Councilor Kvistad moved the adoption of Resolution No. 96-2398.

Seconded: Councilor McFarland seconded the motion.

Presiding Officer Kvistad opened a public hearing at 6:05 pm on Resolution No. 96-2398.

Mr. Jim Falconer, Prudential Lutz Snyder Realty, Tualatin, OR 97062 spoke to the Council about this resolution. He indicated that he had worked with the Morand family property for many years. Mrs. Morand approached the realty company about selling the property. She was very supportive of and encouraged by Metro's interest in purchasing the property for greenspace. Prior to passing away this year, Mrs. Morand indicated that she supported Metro's proposal as opposed to development. She did request that this piece of land be designated as Morand Meadows. Mr. Falconer asked that Metro consider an exception to their normal policy and allow this piece to be named Morand Meadows.

Mr. Mike Eihenberger, Prudential Lutz Snyder Realty, resident of Tigard. His involvement has been from the very beginning when PGE put an option on the property and then it transitioned to Metro. He has been won over in having this property be part of greenspaces as well as having the privilege of taking groups through the property to show them the future possibilities. The community is excited about the possibilities of this property being part of the greenspace plan.

Presiding Officer Kvistad closed the public hearing at 6:12 pm.

Presiding Officer Kvistad opened an Executive Session pursuant to ORS 109-660(1)(e) at 6:13 pm to discuss Resolution No. 96-2398.

Present: Jim Desmond, Jim Morgan, Nancy Chase, Joe Gibbons, Alison Kean-Campbell.

Presiding Officer Kvistad closed the Executive Session at 6:15 pm.

Discussion: **Presiding Officer Kvistad** closed indicating that saving this property for the community has been one of his major priorities as an elected official; it is one of the jewels in the Metro greenspace crown. He acknowledged those that have worked so hard to make this happen.

Vote: The vote was 6 aye/ 0 nay/ 0 abstain. The motion passed unanimously.

Presiding Officer Kvistad reconvened the Council at 6:35pm.

7. **MCCI Annual Report**

Angel Olson, Chair of MCCI, 805 S Alpine , Cornelius Oregon, Representative 12 read her portion of the written report (a copy of this may be found in the permanent records which are found in the Council Archives) and then turned over the floor to subcommittee chairs.

Geoff Hyde, Cedar Mill area in District 4, reviewed the Advisory Committee Subcommittee accomplishments and goals for the future. His subcommittee has looked at the advisory committees to Metro, their staff and the selection process to put the citizen members on those advisory committees, created a generic one stop application for citizens interested in participating on these committees. The committee has worked on producing a brochure summarizing committee goals and objectives. The final goal is to put together a citizen involvement evaluation process to ensure standards are being met. He continued reading his report. A copy of his report may be found in the permanent record of the Council Archives.

Patty Mamula, Network Subcommittee Chair, noted her written report highlighting some of the projects that have been accomplished and future goals. She emphasized that the subcommittee's primary goal was to work on increasing two way citizen communication with Metro, encouraging easy access to Metro to increase awareness to Metro, citizen participation and involvement. Some projects which the committee has helped complete are; the electronic bulletin board which has now involved into the WEB page, an informational brochure about MCCI, supported adding planning meetings, developed a retreat for MCCI members, and developed the joint bi-annual MCCI/Council work session. The main focus now is to champion the need for centralizing information and data at Metro supported by both MCCI and Metro. MCCI has proposed a four step process to accomplish this goal, one, establish a central calendar, once this is in place, agendas could be added, the third step would be to centralize the mailing and notification lists as well as updating it monthly, and last to develop the Web site to include dynamic information rather than just static information. She said that the subcommittee's current goals were to begin a directory of what kinds of information and publications are available from Metro, to support the process for establishing a consistent Metro presence on cable TV, and finally in terms of publicity, the subcommittee is now providing copy for the Metrolink so there is always something related to MCCI in the newsletter. Two projects which the subcommittee strongly supports are the public information center and a telephone information system which Metro staff is working right now.

Aleta Woodruff, 2143 NE 95th Place, Portland, OR 97220, reported for the Chairman of the Nominating Committee who was unable to be at the Council meeting. She indicated that the nominating committee would have work finished on the universal application by the time the annual report was brought before Council. The report presented to Council is from the Nominating Committee, the universal application (in gray) is currently being used at this time, the brochure is finished and included notes about the Council and their phone numbers, the membership is listed. The MCCI Nominating Committee spent a great deal of time filling five vacant positions during the Spring and Summer. Committee members took on the additional work as there was no permanent staff. The nominating committee has been exploring an expansion of functions over the past six months. She then read the written report of the Nominating Subcommittee which may be found in the permanent record of the Council Archives.

Kay Durtschi and Holly Isaak, co-chairs of the Public Involvement Process, introduced themselves. Ms. Durtschi gave an overview of what has been done in the subcommittee and what plans are in the works. She noted that MCCI exists to make the link with citizenry of the metropolitan area. This subcommittee works out the process for interaction with the citizen of the region. The subcommittee has put in place of set of transportation processes in order to involve the citizens. Transportation had

federal requirements to have citizen involvement. These requirements insist that there be a proactive public involvement process for early and continuous involvement. This work will be the basis for the development of other public involvement processes. She noted the FY 96-97 projects. One of the first priorities of this subcommittee is to develop a set of principles that the Council will support. The City of Portland, Multnomah County and Washington County have all bought into a set of principles for citizen involvement. She encouraged the Council to do this as well. The statement of understanding list in the written presentation is how MCCI would like to work with different divisions of operations. What the process is meant to do is to give a similar basis of citizen involvement so that the public knows what to expect, such as, notification, how the meetings are conducted as well as encouraging the broad outreach so all areas are impacted. The subcommittee is reviewing the process put in place with the Transportation Department. REM, Growth Management and Parks and Greenspaces will be other departments that MCCI will be working with. The committee suggested that the auditor should include a citizen involvement aspect so Metro has an idea of how many people are being impacted and an idea of what the reaction is to what is going on. She concluded by saying that MCCI is really Metro's link to the community.

Councilor McFarland asked Kay Durtschi about Bob Wiggins.

Barbara Herget responded that Mr. Wiggins was doing well and would be back on board by November.

Councilor McLain expressed her thanks to MCCI for their presentation and noted that she had spoken with MCCI about having some work sessions with some of the Councilors. She supports this idea.

Angel Olson agreed with Councilor McLain that MCCI has wanted to put this in place from conception. She believes there is a gap in terms of the forum between MCCI and Council. She suggested doing a round table discussion, getting to know each other, this is a better forum for working with MCCI.

Councilor McLain suggested that MCCI staff put out a survey of when would be good times for Councilors to get together with MCCI. Councilors' schedules are very full and it is difficult to bring the Council together all at one time. We need to make this reasonable for both groups.

Councilor McFarland noted MCCI's retreat experience at Menucha. She felt it was very useful and she thoroughly enjoyed the retreat. She recommended informing the Council of these retreats. She would recommend Council attend these retreats even if this was the only time they could meet as a group with MCCI.

Angel Olson said that the retreat is a very relaxing and productive event.

Councilor McLain asked that the MCCI get the date to the Council as soon as possible so that Council could plan to attend.

Councilor Washington thanked the committee for the excellent report and encouraged MCCI to keep up the good work. He concurred with Councilor McLain that the Council's schedules are heavy but if MCCI would get information on the retreat to them early enough, he would attempt to attend.

Councilor McLain added that several of the project goals that MCCI spoke of were tied to budget issues, for example, the cable television project.

Angel Olson indicated that there were several individuals on the MCCI committee who had cable TV experience. She agreed that setting up the cable TV in the chamber could be expensive.

Presiding Officer Kvistad thanked the group for their presentation.

Aleta Woodruff added that the first time she came to a MCCI meeting there were several councilors at the meeting who welcomed her warmly, she added that this has made all the difference in her level of participation, her opinion of Metro and her ability to work with Council. She encouraged the Council to attend the MCCI meeting when new members are brought on board, she feels this would make a big difference. It is her hope when MCCI has their first meeting in January with new members that the Council would attend.

Angel Olson thanked Council for allowing the annual report to be given during the evening and that MCCI would like to see one meeting a month in evening.

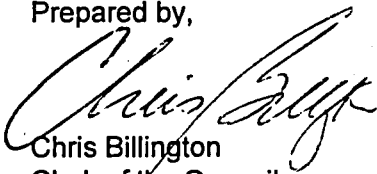
9. COUNCILOR COMMUNICATIONS

None.

10. ADJOURN

With no further business to come before the Metro Council this evening, the meeting was adjourned by Presiding Officer Kvistad at 7:17 pm.

Prepared by,



Chris Billington
Clerk of the Council

Agenda Item Number 5.1

**Ordinance No. 96-647A, For the Purpose of Adopting a Functional Plan for Early Implementation of the
2040 Growth Concept.**

AMENDMENT PACKET ATTACHED

**Metro Council Meeting
Thursday, October 17, 1996
2:00 PM - Council Chamber**



METRO

TO: Jon Kvistad, Presiding Officer
Susan McLain, Chair,
Growth Management Committee

FROM: Michael Morrissey
Staff

DATE: October 15, 1996

RE: Councilor Proposed Amendments to Functional Plan for Action at October
17 Council Meeting

**METRO URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
PROPOSED AMENDMENTS** *** (This packet contains only those amendments
submitted after October 10. All amendments will be available at October 17 Council
meeting, arranged by title.)

The following amendments were approved at a council work session on **October 3, 1996:**
Kvistad #2: Title 4, Employment and Industrial Areas--map change.
Kvistad #3: Title 6, Regional Accessibility--boulevard design map change.
McLain #4: Title 2, Regional Parking Policy--maximum parking ratios.
Morissette #3: Title 1, Requirements for Housing and Employment
Accommodation--accessory units.

The following amendments were approved at the council work session **October 10, 1996**
McLain #3, Title 1, Requirements for Housing and Employment Accommodation,
section 3, design type and density.
Monroe #1, Title 6, Clarification draft of Title 6, Regional Accessibility on
Transportation

The following amendments are active proposals, available for discussion and/or vote:
Kvistad #4, Title 4, Deletion of Title 4.
*McCaig #1, Titles 2, 8 and 10, Changes Parking Requirement "Adjustment"
Process to "Variance" Process
*McCaig #2, Title 8, Compliance Interpretation/Citizen Review **(Work in
progress--may be further modifications)
*McCaig #3, Title 9, Performance Measures Amendments **(Work in progress--
may be further modifications.)

McLain #2, Titles 1, 8 and 10. Consistency/clarification redraft by Office of General Counsel.

*McLain #2A, Definitions Amendments for Titles 1,2,3,6, and 8.

*McLain #6, Title 4, Retail in Employment and Industrial Areas.
Title 8, Compliance Procedures.

*McLain #7, Title 2, Clarifications

*McLain #8, Title 1, Minimum Densities, Employment

*McLain #9, Title 1, Accessory Unit Clarification

Morissette #9, Title 9, Performance Measures.

Washington #1, Title 7, Affordable Housing--"fair share" strategy.

*Washington #2, Title 4, Employment and Industrial Areas Map Change

*introduced on or after October 10

mm

URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
McCaig Amendment No. 1

(Parking Requirement "Adjustment" Process to Variance Process)

Title 2 and Title 8 of the August 23, 1996 draft of the Urban Growth Management Functional Plan, at lines 274-276, 278-279, 297, and 771, to change the required "adjustment" process to a traditional variance process, and Title 10 is amended to add a definition of variance as follows:

lines 274-276:

~~"Ensure that~~ Establish an administrative or public hearing process for considering ratios for individual or joint developments ~~to allow a variance adjustment~~ for parking when:"

lines 278-279:

~~"Cities and counties Local governments~~ may grant an variance adjustment from any maximum parking ratios ~~or and~~ minimum parking ratios through an adjustment variance process."

line 297:

~~". . . including the application of any variances local adjustments~~ to the regional standards in this title."

line 771:

"The burden of proof for an variance adjustment shall increase based on the quality and timing of transit service."

Add to Title 10 Definitions:

"Variance means a discretionary decision to permit modification of the terms of an implementing ordinance based on a demonstration of unusual hardship or exceptional circumstances unique to a specific property."

URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
McCaig Amendment No. 2

(Title 8, Compliance Interpretation Process)

The August 23, 1996 draft of the Urban Growth Management Functional Plan, Title 8, is amended as follows:

after line 807

“Section 4. Compliance Plan Assistance

- A. Any local government may request of Metro a compliance plan which contains the following:
 - 1. An analysis of the local government’s comprehensive plan and implementing ordinances, and what sections require change to comply with the performance standards.
 - 2. Specific amendments that would bring the jurisdiction into compliance with the requirements of Sections 1 to 8, if necessary.
- B. Jurisdictions must make the request within four months of the effective date of this ordinance. The request shall be signed by the highest elected official of the jurisdiction.
- C. Metro shall deliver a compliance plan within four months of the request date. The compliance plan shall be a recommendation from the Executive Officer. The compliance plan shall be filed with the Metro Council two weeks before it is transmitted, for possible review and comment.

Section 5. Compliance Interpretation Process

After the effective date of this ordinance, Metro shall provide a process for cities and counties required by this functional plan to change their plans to seek interpretations of the requirements of this functional plan. Application for a compliance interpretation shall be made in writing to the Executive Officer for preparation of a report and recommendation. The compliance interpretation process shall include a hearings officer decision based on the case record. An appeal to the Metro Council shall be available to parties in the case and by vote of the Metro Council. The Metro Council may initiate a compliance interpretation on its own motion with or without a request.

Section 6. Citizen Review Process

A citizen who has presented written or oral testimony at the local level on the interpretation issue may petition the Metro Council for a compliance interpretation. After hearing the citizen petition, the Council may . . .”

DRAFT

Section 7. Enforcement

City or county actions to amend a comprehensive plan or implementing ordinance in violation of this functional plan at any time after the effective date of this ordinance shall be subject to appeal or other legal action for violation of a regional functional plan requirement, including but not limited to reduction of regional transportation funding and funding priorities. Failure to amend comprehensive plans and implementing ordinances as required by Section 1 shall be subject to any and all enforcement actions authorized by law. Prior to a final action to amend a comprehensive plan or implementing ordinance, a local determination that a functional plan should not or cannot be implemented shall be subject to the conflict resolution process provided for in RUGGO, Goal I. Any city or county land use decision made more than 24 months after the effective date of this ordinance that is inconsistent with the requirements of this functional plan is subject to appeal for violation of this functional plan.”

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Work in Progress

URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
McCaig Amendment No. 3

(Performance Measures Amendments)

Title 9 of the August 23, 1996 draft of the Urban Growth Management Functional Plan is amended as follows:

lines 840-846:

"A. Within three months of the adoption of this functional plan, the Metro Executive Officer shall submit to the Council the Executive Officer's recommendations for ~~performance measures~~:

1. ~~The~~ Performance measures ~~will to~~ be used in evaluating the progress of the region in implementation of this functional plan; and

2. ~~policy recommendations~~ Policies for corrective action should the performance measures not be achieved indicate that the goals contained in the functional plan are not being achieved.

In developing these performance measures and policies, ~~t~~The Executive Officer shall use the best technology available to Metro and shall, in addition, submit the current and recent historic levels for the proposed performance measures."

after line 867, add:

"7. Cost of land based on lot prices according to jurisdiction, Growth Concept design type, and zoning; and according to redeveloped and vacant classifications.

8. The average vacancy rate for all residential units."

lines 875-876:

"By March 1 of every other year beginning March 1, ~~1999~~ 1998, the Executive Officer shall report to the Council an assessment of the regional performance measures, . . ."

1 **URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN**
2 **McLain Amendment No. 2A**

3
4 (Definitions Amendments for Titles 1, 2, 3, 6, 8))

5
6 In the August 23, 1996, draft of the Urban Growth Management Functional Plan, Title 10 is
7 amended to read:

8
9 **"Title 10. Definitions**

10 Accessibility means the amount of time required to reach a given location or service by any
11 mode of travel.

12 Alternative Modes means alternative methods of travel to the automobile, including public
13 transportation (light rail, bus and other forms of public transportation), bicycles and walking.

14 **Balanced Cut and Fill** means no net increase in fill within the floodplain.

15 Bikeway means separated bike paths, striped bike lanes, or wide outside lanes that accommodate
16 bicycles and motor vehicles.

17 Boulevard Design means a design concept that emphasizes pedestrian travel, bicycling and the
18 use of public transportation, and accommodates motor vehicle travel.

19 Calculated Capacity means the number of households and employees that can be contained in
20 an area based on the calculation required by this functional plan.

21 Capacity Expansion means constructed or operational improvements to the regional motor
22 vehicle system that increase the capacity of the system.

23 Comprehensive plan means the all inclusive, generalized, coordinated land use map and policy
24 statement of cities and counties defined in ORS 197.015(5).

25 Connectivity means the degree to which the local and regional street systems in a given area are
26 interconnected.

27 **Designated Beneficial Water Uses** means the same as the term as defined by the Oregon
28 Department of Water Resources, which is: an instream public use of water for the benefit of an
29 appropriator for a purpose consistent with the laws and the economic and general welfare of the
30 people of the state and includes, but is not limited to, domestic, fish life, industrial, irrigation,
31 mining, municipal, pollution abatement, power development, recreation, stockwater and wildlife
32 uses.

33 Design Flood Height means . . .

34 Design Type means the conceptual areas described in the Metro 2040 Growth Concept text and
35 map in Metro's regional goals and objectives, including central city, regional centers, town
36 centers, station communities, corridors, main streets, inner and outer neighborhoods, industrial
37 areas, and employment areas.

38 **Development** means any manmade change defined as buildings or other structures, mining,
39 dredging, paving, filling, or grading in amounts greater than ten (10) cubic yards on any lot or
40 excavation. In addition, any other activity that results in the removal of more than 10% of the
41 existing vegetated area on the lot is defined as development, for the purposes of Title 3.

42 **Exceptions:**

- 43 a. Stream enhancement or restoration projects approved by local jurisdictions.
- 44 b. Agricultural activity.
- 45 c. Replacement, Additions, and alterations and accessory uses for ~~to~~ existing
46 structures and development that do not encroach into the Water Quality and Flood
47 Management Area more than the existing structure or development.

48 **DHB** means the diameter of a tree measured at breast height.

49 ~~DLCD Goal 5 ESEE means a decision process local governments carry out under OAR 660-23-~~
50 ~~040.~~

51 **Expected Capacity** means the number amount of households and employes units that can be
52 expected to be contained in an area.

53 **Fish and Wildlife Habitat Conservation Area** means the area defined on the Metro Water
54 Quality and Flood Management Area Map to be completed and attached hereto. These include
55 all Water Quality and Flood Management Areas that require regulation in order to protect fish
56 and wildlife habitat. This area has been mapped to generally include the area 200 feet from top
57 of bank of streams in undeveloped areas with less than 25% slope, and 100 feet from edge of
58 mapped wetland on undeveloped land.

59 **Floodplain** means land subject to periodic flooding, including the 100-year floodplain as
60 mapped by FEMA Flood Insurance Studies or other substantial evidence of actual flood events.

61 **Functions and Values of Stream Corridors** means stream corridors have the following
62 functions and values: water quality retention and enhancement, flood attenuation, fish and
63 wildlife habitat, recreation, erosion control, education, aesthetic, open space and wildlife
64 corridor.

65 Goal 5 ESEE means a decision process local governments carry out under OAR 660-23-040.
66 ~~means a decision process local governments carry out under.~~

67 **Growth Concept Map** means the conceptual map demonstrating the 2040 Growth Concept
68 design types attached to this plan in the Appendix as ~~Exhibit 3~~.

69 **Hazardous materials** means materials described as hazardous by Oregon Department of
70 Environmental Quality.

71 **Implementing Regulations** means any city or county land use regulation as defined by
72 ORS 197.015(11) which includes zoning, land division or other ordinances which establish
73 standards for implementing a comprehensive plan.

74 **Landscape Strip** means the portion of public right-of-way located between the sidewalk and
75 curb.

76 **Level-of-Service (LOS)** means the ratio of the volume of motor vehicle demand to the capacity
77 of the motor vehicle system during a specific increment of time.

78 **Local Trip** means a trip 2½ miles or less in length.

79 **Median** means the center portion of public right-of-way, located between opposing directions of
80 motor vehicle travel lanes. A median is usually raised and may be landscaped, and usually
81 incorporates left turn lanes for motor vehicles at intersections and major access points.

82 **Metro** means the regional government of the metropolitan area, the elected Metro Council as the
83 policy setting body of the government.

84 **Metro Boundary** means the jurisdictional boundary of Metro, the elected regional government
85 of the metropolitan area.

86 **Metro Urban Growth Boundary** means the urban growth boundary as adopted and amended by
87 the Metro Council, consistent with state law.

88 **Mixed Use** means comprehensive plan or implementing regulations that permit a mixture of
89 commercial and residential development.

90 **Mobility** means the speed at which a given mode of travel operates in a specific location.

91 **Mode-Split Target** means the individual percentage of public transportation, pedestrian, bicycle
92 and shared-ride trips expressed as a share of total person-trips.

93 **Motor Vehicle** means automobiles, vans, public and private buses, trucks and semi-trucks,
94 motorcycles and mopeds.

95 **Multi-Modal** means transportation facilities or programs designed to serve many or all methods
96 of travel, including all forms of motor vehicles, public transportation, bicycles and walking.

97 Narrow Street Design means streets with less than 46 feet of total right-of-way and no more
98 than 28 feet of pavement width between curbs.

99 Net Acre means an area measuring 43,560 square feet which excludes:

100 (1) any developed road rights-of-way through or on the edge of the land; and

101 (2) environmentally constrained areas, including any open water areas, floodplains,
102 natural resource areas protected under statewide planning Goal 5 in the
103 comprehensive plans of cities and counties in the region, slopes in excess of 25
104 percent and wetlands requiring a Federal fill and removal permit under Section
105 404 of the Clean Water Act. These excluded areas do not include lands for which
106 the local zoning code provides a density bonus or other mechanism which allows
107 the transfer of the allowable density or use to another area or to development
108 elsewhere on the same site; and

109 (3) all publicly-owned land designated for park and open spaces uses.

110 Net Developed Acre consists of 43,560 square feet of land, after excluding present and future
111 rights-of-way, school lands and other public uses.

112 Perennial Streams means all primary and secondary perennial water ways as mapped by the
113 U.S. Geological Survey.

114 Performance Measure means a measurement derived from technical analysis aimed at
115 determining whether a planning policy is achieving the expected outcome or intent associated
116 with the policy.

117 ~~Permitted Capacity means the highest amount of units that are permitted to be contained in an~~
118 ~~area as calculated from zoning and other local jurisdiction regulations.~~

119 Persons Per Acre means the intensity of building development by combining residents per net
120 acre and employees per net acre.

121 Person-Trips means the total number of discreet trips by individuals using any mode of travel.

122 Practicable means available and capable of being done after taking into consideration cost,
123 existing technology, and logistics in light of overall project purpose.

124 Primarily Developed means areas where less than 10% of parcels are either vacant or
125 underdeveloped.

126 Redevelopable Land means land on which development has already occurred which, due to
127 present or expected market forces, there exists the strong likelihood that existing development
128 will be converted to more intensive uses during the planning period.

129 Regional Goals and Objectives are the land use goals and objectives that Metro is required to
130 adopt under ORS 268.380(1).

131 Retail means activities which include the sale, lease or rent of new or used products to the
132 general public or the provision of product repair or services for consumer and business goods.
133 Hotels or motels, restaurants or firms involved in the provision of personal services or office
134 space are not considered retail uses.

135 **Riparian Area** means the water influenced area adjacent to a river, lake or stream consisting of
136 the area of transition from an hydric ecosystem to a terrestrial ecosystem where the presence of
137 water directly influences the soil-vegetation complex and the soil-vegetation complex directly
138 influences the water body. It can be identified primarily by a combination of geomorphologic
139 and ecologic characteristics.

140 Single Occupancy Vehicle (SOV) means private passenger vehicles carrying one occupant.

141 Shared-Ride means private passenger vehicles carrying more than one occupant.

142 Straight-Line Distance means the shortest distance measured between two points.

143 **Target Capacities** means the capacities in Table 1 required to be demonstrated by cities and
144 counties for compliance with Title 1, Section 2.

145 **Target Densities** means the average combined household and employment densities established
146 for each design type in the RUGGO 2040 Growth Concept.

147 **Top of Bank** means the same as "bankfull stage" defined in OAR 141-85-10(2).

148 Traffic Calming means street design or operational features intended to maintain a given motor
149 vehicle travel speed.

150 Underdeveloped Parcels means those parcels of land with less than 10% of the net acreage
151 developed with permanent structures.

152 **Vacant Land:** Land identified in the Metro or local government inventory as undeveloped land.

153 Variance means a discretionary decision to permit modification of the terms of an implementing
154 ordinance based on a demonstration of unusual hardship or exceptional circumstance unique to a
155 specific property.

156 **Water Quality and Flood Management Area** means an area defined on the Metro Water
157 Quality and Flood Management Area Map, to be attached hereto. These are areas that require
158 regulation in order to mitigate flood hazards and to preserve and enhance water quality. This
159 area has been mapped to generally include the following: stream or river channels, known and
160 mapped wetlands, areas with floodprone soils adjacent to the stream, floodplains, and sensitive

161 water areas. The sensitive areas are generally defined as 50 feet from top of bank of streams for
162 areas of less than 25% slope, and 200 feet from top of bank on either side of the stream for areas
163 greater than 25% slope, and 50 feet from the edge of a mapped wetland.

164 Zoned Capacity means the highest number of households or employees that are allowed to be
165 contained in an area by zoning and other local jurisdiction regulations."

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**URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
McLain Amendment No. 6**

(Title 4, Retail in Employment and Industrial Areas, and Title 8, Compliance Procedures)

On page 15 of the August 23, 1996, Plan, at Lines 455 to 476, amend Sections 1, 2 and 3 of Title 4 to read as follows:

TITLE 4: RETAIL IN EMPLOYMENT AND INDUSTRIAL AREAS

Section 1. Intent

It is the intent of the Metro 2040 Growth Concept that Employment and Industrial Areas contain ~~very little supportive~~ retail development. Employment and Industrial Areas would be expected to include some limited retail commercial uses primarily to serve the needs of people working or living in the immediate ~~employment areas;~~ Employment or Industrial Areas; not larger market areas outside the ~~employment area~~ Employment or Industrial Areas. ~~Exceptions to this general policy for Employment and Industrial Areas can be made for certain areas as identified on the Employment and Industrial Areas Map.~~

Section 2. Comprehensive Plan and Implementing Ordinance Changes Required

- A. Cities and counties are hereby required to amend their comprehensive plans and implementing regulations, if necessary, to prohibit new retail uses larger than 50,000 60,000 square feet of gross leasable area per building or business in the Employment and Industrial Areas specifically designated on the 2040 Growth Concept Map attached Employment and Industrial Areas Map.
- B. This subsection applies to city and county comprehensive plan designations and zoning ordinances acknowledged by the effective date of this Functional Plan, which allow retail uses larger than 60,000 square feet of gross leasable area per building or business in Employment Areas designated on the attached Employment and Industrial Areas Map. These cities and counties are hereby required to amend their comprehensive plans and implementing regulations, if necessary, to require a process resulting in a land use decision for any retail uses larger than 60,000 square feet of gross leasable area per building or business on those lands where such uses are currently allowed by any process. The standards for the land use decision to allow any such retail uses shall require (1) a demonstration in the record that adequate transportation facilities will be in place at the time the retail use begins operation; and (2) a demonstration that adequate transportation facilities for the other planned uses in the Employment Areas are included in the applicable comprehensive plan provisions. If the city and county comprehensive plan designations and zoning ordinances which allow retail uses larger than 60,000 square feet of gross leasable area per building or business in Employment Areas have not been acknowledged by the effective date of this Functional Plan, subsection 2.C. of this Title shall apply.

- C. City or county comprehensive plan designations and zoning ordinances acknowledged by the effective date of this Functional Plan which do not allow retail uses larger than 60,000 square feet of gross leasable area per building or business in Employment Areas designated on the attached Employment and Industrial Areas Map shall continue to prohibit them unless an exception is established under Section 3 of this Title pursuant to the compliance procedures of Title 8.

Section 3. Exceptions

Exceptions to this standard for Employment Areas may be included in local compliance plans for:

- A. Low traffic generating, land-consumptive commercial uses with low parking demand which have a community or region wide market, or
- B. ~~As identified on the attached Employment and Industrial Areas Map, s~~Specific Employment or Industrial Areas which already have substantially developed as retail areas or which ~~have been locally designated as retail centers~~ are proposed to be or have been locally designated, but not acknowledged by the effective date of this Functional Plan, as retail areas, may allow new or redeveloped retail uses where adequate transportation facilities capacity is demonstrated in local compliance plans as provided in Title 8. Proposed refinements to the mapped areas may be considered in local compliance plans as provided in Title 8.
- C. Retail uses that primarily draw business from a market area not more than 2.5 miles from the site where adequate transportation facilities capacity is demonstrated in local compliance plans as provided in Title 8.

On page 26 of the August 23, 1996, Plan, at Lines 784 to 790, amend Section 2.B.4 of Title 8, Compliance Procedures, to read as follows:

4. Retail in Employment and Industrial Areas. Subject to the provisions of Title 4, cities and counties may request a change in the Employment and Industrial Areas Map. Metro shall consider a city or county request to modify ~~a mapped Employment and Industrial Area~~ an Employment Area to exempt existing or locally designated retail ~~centers~~ areas, unacknowledged by the date of this Functional Plan, where they can demonstrate that:
- a. The Employment and Industrial Areas ~~m~~Map ~~overlooked-included~~ lands within Employment Areas having a substantially developed existing retail ~~center-area~~ or a locally designated retail ~~center-area~~ pursuant to a comprehensive plan acknowledged by the date of this Functional Plan which allowed retail uses larger than 60,000 square feet of gross leasable area per building or business; or
- b. The requested retail area in an Employment Area has been found to be appropriate for an exception based upon current or projected needs within

the jurisdiction and the city or county can demonstrate that adequate transportation facilities capacity exists for that retail area.

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METRO

Date: October 15, 1996

To: Susan McLain, Metro Councilor

From: *lll*
Larry Shaw, Office of General Counsel

Subject: Title 4/McLain Amendment #6

Introduction

As you requested, the 2.5-mile market area approach has been added to Section 3 "Exceptions" in Title 4.

Industrial Areas Not Affected

The requirement in Section 2.A. to prohibit new retail uses larger than 60,000' in Industrial Areas remains unaffected by this amendment because Section 3 now allows exceptions only for employment areas.

Market Area Approach

Market Areas are mentioned in the RUGGO text on "employment areas." The 2.5-mile radius used in this exception may go outside the employment area. The exception approach means that retail uses over 60,000' would not be allowed in employment areas unless a local government requested and received an exception from the Metro Council. Based on the local government request, the Metro Council would consider an exception for a site, some sites or an employment area where the 2.5-mile market area approach was used. How the market area approach is written into a proposed local ordinance would be reviewed for the exception.

RUGGO Compliance

Industrial areas are "set aside primarily for industrial activity . . . some retail uses, may be allowed if limited to sizes and locations intended to serve primary industrial uses." Therefore, 60,000' is the size limit.

Employment areas ". . . include some limited retail commercial uses primarily to serve the needs of people working in the immediate employment areas, not larger market areas, outside the employment area. Exceptions to this general policy can be made only for certain areas, indicated in a functional plan." The market area approach is a basis for an exception that is proposed to be stated in the functional plan.

cc: ✓ Metro Council

Executive Officer

John Fregonese

**URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
McLain Amendment No. 7**

(Title 2, Clarifications)

The August 23, 1996, draft of the Urban Growth Management Functional Plan, Title 2 as amended by McLain Amendment No. 4 (Maximum Parking Ratios), is amended as follows:

TITLE 2: REGIONAL PARKING POLICY

Section 1. Intent

The State's Transportation Planning ~~Rule~~ calls for ~~per capita~~ reductions in of vehicle miles traveled per capita and restrictions on construction of new parking spaces as a means of responding to transportation and land use impacts of growth. The Metro 2040 Growth Concept calls for more compact development as a means to encourage more efficient use of land, promote non-auto trips and protect air quality. In addition, the federally mandated air quality plan adopted by the state relies on the 2040 Growth Concept fully achieving its transportation objectives. Notably, ~~the~~ the air quality plan relies upon reducing vehicle trips per capita and related parking spaces through minimum and maximum parking ratios. This title ~~is provided to~~ addresses these statutory state and federal requirements and preserves the quality of life of the region.

A compact urban form requires that each use of land is carefully considered and that more efficient forms are favored over less efficient ones. Parking, especially that provided in new developments, can result in a less efficient land usage and lower floor to area ratios. Parking also has implications for transportation. In areas where transit is provided or other non-auto modes (walking, biking) are convenient, less parking can be provided and still allow accessibility and mobility for all modes, including autos. Reductions in auto trips when substituted by non-auto modes can reduce congestion and increase air quality.

Section 2. Performance Standard

- A. ~~Local Governments~~ Cities and counties are hereby required to ~~adopt amendments, if necessary, to insure that their comprehensive plans and implementing regulations, if necessary, to~~ meet or exceed the following minimum standards:
1. ~~R~~ Cities and counties shall require ~~no~~ more parking than the minimum as shown on Regional Parking Standards Table, attached hereto; and
 2. ~~E~~ Cities and counties shall establish parking maximums at ratios no greater than those listed in the Parking Table and as illustrated in the Parking Maximum Map for Zone A. The designation of the A and B zones on the Parking Maximum Map should be reviewed after the completion of the Regional Transportation Plan and every five three years thereafter. If 20-minute peak hour transit bus service has become available to an area within a one-quarter mile walking distance for bus transit or one-half mile walking distance for light rail transit, that area shall be added to Zone A. If 20-minute peak hour transit bus service is no longer available to an area within a one-quarter mile walking distance for bus transit or one-half

mile walking distance for light rail transit, that area shall be removed from Zone A. ~~For all urban areas outside Zone A, parking space maximums no greater than those listed in Zone B in the Parking Table and as illustrated in the Parking Maximum map are recommended. Local governments~~ Cities and counties should designate Zone A parking ratios in areas with good pedestrian access to commercial or employment areas (within 1/3 mile walk) from adjacent residential areas.

3. E Cities and counties shall ensure that an administrative or public hearing process for considering ratios for individual or joint developments allow adjustment for parking when a development application is received which may result in approval of construction of parking spaces either:
- a. ~~in excess of the maximum parking ratios; or~~ and
 - b. ~~less than the minimum parking ratios.~~

~~Local governments~~ Cities and counties may grant an adjustment from maximum parking ratios or minimum parking ratios through an adjustment or variance process.

- B. Free surface parking spaces shall be subject to the regional parking maximums provided for Zone A. Parking spaces in parking structures, fleet parking, parking for vehicles that are for sale, lease, or rent, employee car pool parking spaces, dedicated valet parking spaces, spaces that are user paid, market rate parking or other high-efficiency parking management alternatives may be exempted from maximum parking standards by cities and counties. Sites that are proposed for redevelopment may be allowed to phase in reductions as a local option. Where mixed land uses are proposed, ~~local governments~~ cities and counties shall provide for blended parking rates. It is recommended that cities and counties ~~local governments~~ count adjacent on-street parking spaces, nearby public parking and shared parking toward required parking minimum standards.
- C. ~~Local Governments~~ Cities and counties may use categories or measurement standards other than those in the Parking Table, but must provide findings that the effect of the local regulations will be substantially the same as the application of the Regional Parking Ratios.
- D. ~~Local governments~~ Cities and counties shall monitor and provide the following data to Metro on an annual basis:
1. the number and location of newly developed parking spaces, and
 2. demonstration of compliance with the minimum and maximum parking standards, including the application of any local adjustments to the regional standards in this title. Coordination with Metro collection of other building data should be encouraged.

**URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
McLain Amendment No. 8**

(Title 1, Minimum Densities, Employment)

Title 1 of the August 23, 1996, draft of the Urban Growth Management Functional Plan, at Line 117, is amended as follows:

“ . . . may be 30 dwelling units per net acre, if that density is consistent with target densities listed in subsection B, below. This minimum density standard does not apply (1) outside the urban growth boundary, (2) inside areas designated as open space on the attached Open Spaces Map, (3) inside areas designated as unbuildable on the attached Open Spaces Map, and (4) to include the density bonus for zones that allow them.”

Title 1 at Line 87 is amended as follows:

“Their zoning and other regulations will permit the target capacity for housing units and full-time and part-time jobs employment contained in Table 1 . . .”

URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
McLain Amendment No. 9

(Title 1, Accessory Unit Clarification)

Title 1 of the August 23, 1996, draft of the Urban Growth Management Functional Plan, after Line 139, is amended as follows:

- "D. Cities and counties shall not prohibit the construction of at least one accessory unit within any allowed detached single family dwelling unit that is permitted to be built in any zone inside the urban growth boundary. Reasonable regulations of accessory units may include, but are not limited to, size, lighting, entrances and owner occupancy."

URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
Washington Amendment No. 2

(Employment and Industrial Areas Map Change)

The Employment and Industrial Areas Map in the August 23, 1996, draft of the Urban Growth Management Functional Plan is amended as follows:

The Employment Area north and west of the St. Johns Bridge in the vicinity of Linnton is changed to Industrial Area.

Agenda Item Number 6.1

Resolution No. 96-2388, For the Purpose of Authorizing the Release of a Request for Proposal (RFP) to Develop and Design an Interactive Multi-Media Environment for a Mobile Information System, also known as Metro Information on Long-Range Transportation (MILT), Authorizing the Executive Officer to Enter into a Multi-Year Contract.

**Metro Council Meeting
Thursday, October 17, 1996
2:00 PM - Council Chamber**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE) RESOLUTION NO. 96-2388
RELEASE OF A REQUEST FOR PROPOSAL)
(RFP) TO DEVELOP AND DESIGN AN INTER-) Introduced by
ACTIVE MULTI-MEDIA ENVIRONMENT FOR A) Mike Burton,
MOBILE INFORMATION SYSTEM, ALSO KNOWN) Executive Officer
AS METRO INFORMATION ON LONG-RANGE)
TRANSPORTATION (MILT), AUTHORIZING THE)
EXECUTIVE OFFICER TO ENTER INTO A)
MULTI-YEAR CONTRACT)

WHEREAS, The Transportation Planning Public Involvement Policy requires the provision of complete information, timely public notice, full public access, and early and continuing involvement; and

WHEREAS, The Metro Information on Long-Range Transportation (MILT) project will provide innovative and accessible transportation planning education and public participation; and

WHEREAS, Consultants' services are deemed to be the most efficient means by which to manage the work needed and provide technical expertise; and

WHEREAS, The project is listed in the 1996-97 fiscal year budget as a "Significant Impact" contract which, pursuant to Metro Code Provision 2.04.026(a)(1), requires authorization by Metro Council prior to the award of a multi-year contract for consultant services; now, therefore,

BE IT RESOLVED,

1. That the Metro Council hereby approves release of the Request for Proposals for the development of a multi-media project including a computer program, troubleshooting and bus design, attached to this Resolution as Exhibit A.

2. That the Council authorizes the Executive Officer to enter into a multi-year contract, subject to the final contract not

substantially differing from the original RFP and not exceeding the funds budgeted to this project.

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

Jon Kvistad, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 96-2388 FOR THE PURPOSE OF AUTHORIZING THE RELEASE OF A REQUEST FOR PROPOSAL (RFP) TO DEVELOP AND DESIGN AN INTERACTIVE MULTI-MEDIA ENVIRONMENT FOR A MOBILE INFORMATION SYSTEM, ALSO KNOWN AS METRO INFORMATION ON LONG-RANGE TRANSPORTATION (MILT), AUTHORIZING THE EXECUTIVE OFFICER TO ENTER INTO A MULTI-YEAR CONTRACT

Date: September 5, 1996

Presented by: Andrew Cotugno

PROPOSED ACTION

Adoption of this resolution would authorize the release of a Request for Proposal (RFP) for the purpose of the development and design of an interactive multi-media environment, including a computer program, for Metro Information on Long-Range Transportation (MILT). MILT is a public outreach project designed to heighten the ability of Public Involvement staff to communicate information on transportation-related activities and programs with members of the community. MILT is proposed to be housed in a retrofitted Tri-Met bus. The bus will be designed to accommodate an interactive computer program and various multi-media exhibits. The three main elements of this RFP include: development of an interactive environment which will include design and maintenance of a computer program, training and trouble-shooting on the computer program, and structural/artistic design of the interior and exterior of the bus. This resolution would authorize approval of the final contract upon selection of the preferred vendor.

FACTUAL BACKGROUND AND ANALYSIS

Metro is continually pursuing public involvement in regional planning activities and is committed to develop increasingly better, more effective and responsive methods of communication that enable us to reach a greater, more broadly diverse percentage of the community. MILT is a new program element that will allow us to greatly expand our ability to reach the regional community. This mobile information system will allow us to meet a number of objectives.

- ◆ Expand our ability to reach into the community. It will be scheduled at key business, community and retail locations enabling people to conveniently gain access and input into the South/North Transit Corridor Study and other transportation programs. MILT is anticipated to have the ability to be expanded to incorporate other Metro programs and services as new projects and funds are identified.
- ◆ Incorporate user-friendly computer interactive elements including touch screens and statistical displays, where citizens can choose the program they wish to know more about. It will include: computer visualizations of the South/North corridor alignments; interesting graphics to describe the Regional Transportation Plan; and information about transportation funding, the interrelationship of growth, land use and transportation and other concepts that are oftentimes confusing and difficult to communicate.

- ◆ Enable us to change information as needed, provide information and/or gain insight including the ability to add names to mailing lists or conduct informational surveys on a number of programs or projects simultaneously.
- ◆ Attract children and a growing more technologically-oriented community.
- ◆ Provide opportunities for public/private partnering (coop advertising, major employer promotion, positive public relations).
- ◆ Stretch and enhance public involvement investment without significant increase to staff FTE.

This project is included in the Adopted Metro Budget for Fiscal Year 1996-97. The entire project budget is \$150,000 and is budgeted within the Materials and Services budget of three transportation project areas: Regional Transportation Plan (\$37,500), Congestion Pricing (\$37,500), and South/North HCT (\$75,000). This RFP, for the initial project design elements only, is for \$70,000 and includes funds from each project area. Remaining project elements include up to \$30,000 for hardware and up to \$50,000 for ads, mailings, and outreach which will be taken up by separate approval.

This Public Involvement contract for the project is included in the Contracts List with a significant impact designation. In addition, the MILT project is described in detail in the Transportation Planning Section of the Fiscal Year 1996-97 Program Narrative.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 96-2388.

REQUEST FOR PROPOSAL

MLT- Metro Information on Long-range Transportation

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Attachment A: DBE Requirements

- A1: Disadvantaged Business Enterprise Guidelines
- A2: Disadvantaged Business Program Compliance Form
- A3: Disadvantaged Business Program Utilization Form

Attachment B: Contract Requirements

Personal Services Agreement

- Exhibit A: Scope of Work
- Exhibit B: MILT Budget
- Exhibit C: Federal Requirements

**REQUEST FOR PROPOSALS
FOR
MILT: METRO INFORMATION ON LONG-RANGE TRANSPORTATION
(RFP#96R-22-TR)**

I. INTRODUCTION

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 consultant to create an interactive multi-media environment complete with touch-screen computer program technology housed on a Tri-Met bus.

The project is known as MILT, for Metro Information on Long-range Transportation. The consultant will maintain the multi-media environment, including the computer program, for one year and provide training to personnel responsible for operating and updating exhibits and computer programs.

Proposals are due no later than 4 p.m. on October 28, 1996 in Metro's Transportation Department office, attn. Gina Whitehill-Baziuk, 600 NE Grand Ave., Portland, OR 97232-2736. Details concerning the project and proposal are contained in this document. For questions, contact the Administrative Secretary Jan Faraca at (503) 797-1756.

II. HISTORY AND BACKGROUND

MILT is modeled after Tri-Met's "Bus School," an educational forum used in the early 1980s to explain changes in the bus fare collection system. Tri-Met used three buses that were distinctively painted and retrofitted to house educational programs. Short sessions were given to explain the changes in service. Lessons were informative, convenient, and fun for a diversity of audiences. The buses made scheduled appearances around the community, seven days a week, for a four-month period. The program was well covered by the press and made scheduled, advertised stops at convenient locations such as Fred Meyer, Lloyd Center, Rose Festival and others.

Bus School was an efficient means of exposing a major change in Tri-Met's operating procedures. MILT will be implemented in a similar manner as Bus School and will give Metro the ability to announce and inform people about various transportation-related programs, primarily the South/North Light Rail project. MILT will be housed inside a Tri-Met bus, which must be renovated to meet the needs of the project.

Metro is continually pursuing public involvement in regional planning activities and is committed to developing more effective and responsive methods of communication. MILT will provide an alternative means to public information dissemination. The MILT bus will make visits to various sites covering the entire region with an emphasis on the planned South/North Light Rail Corridor and ethnically diversified areas.

The goal of the project is to increase public understanding, involvement and input for the

Transportation Department's programs. Visitors will walk through the bus, access information in a variety of multi-media and static environments including an interactive touch-screen computer program, and leave with information they acquired through their experience. MILT will allow users to gather data, link users to additional resources of information, leave comments and add their names to Metro's mailing list.

III. SCOPE OF WORK

Metro is seeking proposals from qualified firms to perform the services and to deliver the products described in the Scope of Work; Exhibit of Personal Services Agreement

Consultants will provide a cohesive team of experts to create a unified product as described in the Scope of Work. All MILT components must be appealing and produced with a unifying theme.

IV. PROJECT SCHEDULE

Schedule

- | | | |
|-----|---|------------------------|
| 1. | RFP documents available at Metro Regional Center/
advertised | September 27, 1996 |
| 2. | Pre-proposal informational meeting at Metro Regional
Center; contact Gina Whitehill-Baziuk, 797-1746 | October 16, 1996 |
| 3. | Proposals due back to Metro, 4 p.m.
(Submit 6 copies) | October 28, 1996 |
| 4. | Consultant interviews | November 4-6, 1996 |
| 5. | Consultant selected, notified | November 11, 1996 |
| 6. | Consultant contract negotiated/Project begins | November 18, 1996 |
| 7. | Meet with Metro staff | Periodically |
| 8. | Approve design concept and proceed with development | December 11, 1996 |
| 9. | Project completion and installation of computer program | December - early April |
| 10. | Project kick off | April 14, 1997 |
| 11. | Computer education of Metro staff | May 1997 |
| 12. | Continual computer troubleshooting | 1 year |

V. QUALIFICATIONS/EXPERIENCE

Proposers should have the following experience:

- 1) designing and producing interactive environment including: multi-media displays; computer programs; educational materials and low-tech information displays;
- 2) designing and producing a touch-screen interactive computer program compatible with an IBM PC;
- 3) demonstrating management of a project of a similar magnitude as MILT; and

4) designing interiors.

VI. PROJECT ADMINISTRATION

Vendor shall designate one project manager to work with Metro. The project manager will also be the team leader of any subcontractors included in the RFP.

Metro's project manager is Gina Whitehill-Baziuk. Consultants may be working with other pre-designated members of the Metro staff.

VII. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

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

Gina Whitehill-Baziuk
Metro Transportation Department
600 N.E. Grand Avenue
Portland, OR 97232-2736

B. Deadline

Proposals will not be considered if received after 4 p.m. October 28, 1996.

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 Gina Whitehill-Baziuk at (503) 797-1746. 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 October 22, 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 Business Enterprise Program

Metro and its contractors will not discriminate against any person or firm based on race, color, national origin, sex, sexual orientation, age, religion, physical handicap, political

affiliation or marital status.

Metro extends equal opportunity to all persons and specifically encourages disadvantaged, minority and women-owned businesses to access and participate in this and all Metro projects, programs, and services.

Metro has established a DBE goal of 12 percent for this project. Metro's DBE Program is outlined in Metro Code Section 2.04.300 to 2.04.390. Detailed information on the DBE goal and requirements are included in Attachment A.

Metro's Minority, Women-owned and Disadvantaged Business Advocate is Berthe' Carroll. Ms. Carroll may be reached at (503)797-1714 during regular business hours should consultant/subconsultants have questions regarding the DBE program and/or the goal for this project.

VIII. PROPOSAL CONTENTS

The proposal should contain not more than 17 pages of written material (excluding resumes, drawings and samples, which may be included in an appendix) describing the ability of the consultant to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal. The proposal should describe the ability of the vendor/subcontractors to perform the work requested, as outlined below:

- A. Transmittal Letter: Indicate who will be assigned to the project, who will be the project manager, and that the proposal will be valid for ninety (90) days.
1 page
- B. Approach/Project Work Plan: Describe how the work will be done within the given time frame and budget. In the appendix, include a proposed work plan and schedule for parts A and B in Attachment A, Scope of Work. State your understanding of the goals of this project, possible challenges, and how you would overcome these challenges.
1 page
- C. Staffing/Project Manager Designation: Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. In the appendix, include the resumes of any individuals who will work on this contract.

Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro. The consultant must assure responsibility for any subconsultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.
1 page
- D. Experience: Indicate how your firm meets the experience requirements listed in section V of this RFP. Describe in detail projects conducted over the past five years which involved

services similar to the services required here. For each project, include the name of the customer contact person, his/her title, role on the project, and telephone number. These contacts will serve as references. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.

Maximum 10 pages (2 per project)

- E. Cost/Budget: Metro has established a budget not to exceed \$70,000 for this project. Metro estimates the following expenditures for each major element of the work plan:
- \$60,000 for design, development, coordination, and writing of the multi-media environment including a computer program; computer program training and troubleshooting and associated static displays; and
 - \$10,000 for interior and artistic design of the bus.

Propose a breakdown in costs, detailed by parts A and B of the Scope of Work. The consultant may redistribute the way the budget is allocated.

Present the proposed cost of the project and the proposed method of compensation. List hourly rates for personnel assigned to the project, total personnel expenditures, support services, subconsultant fees (if any), direct expenses (if any) and a description of future costs that the MILT project may incur after the completion of the contract.

1- 2 pages

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

2 pages

- G. DBE GOAL: All responding firms will outline how the 12 percent DBE goal will be met. This includes identifying the DBE subconsultant(s), the tasks they will perform and the dollar amount to be subcontracted (see attachment A, Program Requirements). All firms must complete DBE forms and include them in the appendix of the application.

IX. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved invoice.

- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.
- D. Conflict of Interest: A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

X. 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. Metro shall interview the most qualified applicant firms. The most qualified firm will be selected.
- B. Evaluation Criteria: This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP (100 points total).

40 - project work plan/approach

demonstration of understanding of the project goals/objectives
 proposed work plan for project accomplishment
 performance methodology and procedure
 creativity, ease and flexibility of use, diverse appeal, sensitivity to disabled persons
 ability to expand and change the program, ability to put on the World Wide Web

50 - project staffing/references/experience

firm/project manager experience
 staff and or subcontractor experience
 quality of previous projects

10- budget allocation

allocation of costs to accomplish project

XI. NOTICE TO ALL PROPOSERS - STANDARD AGREEMENT

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

Attachment A

Disadvantaged Business Enterprise (DBE) Requirements

ATTACHMENT A-1

DISADVANTAGED BUSINESS ENTERPRISE (DBE) GUIDELINES

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

DBE Policy Statement

It is the policy of Metro and the Oregon Department of Transportation (ODOT) that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR 23 apply to this contract.

DBE Obligations

Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts and subcontracts. Contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts.

To determine whether a Contractor who has failed to meet the assigned DBE goal may receive award of this contract, Metro must determine whether the efforts put forth by the Contractor were good faith efforts, as outlined in Metro Code Section 2.04.360 (a), toward meeting the goal.

The Disadvantaged Business Enterprises *Compliance Form* shall be completed, signed and included with the bid/proposal documents. The *Utilization Form* must be completed, signed and submitted by the close of business the next working day following the bid opening/proposal submission.

The Disadvantaged Business Enterprises Guidelines shall be included in all subcontracts entered into under this contract.

Records and Reports

Contractor shall provide monthly documentation to Metro that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Metro and obtain its written approval before replacing a DBE or making any change in the DBE participation identified. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Metro good faith effort steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items.

Metro shall reserve the right, at all times during the period of any contract, to monitor compliance with the terms of Metro Code Chapter 2.04.300, Disadvantaged Business Enterprise Program (DBE Program) for Federally-Funded Contracts, Findings, Purpose and Authority, and the contract with any representation made by a Contractor prior to contract award pertaining to DBE participation in the contract. As well, the Liaison Officer may require, at any stage of contract completion, documented proof from the Contractor of actual DBE participation.

DBE Definition

Only firms certified by the State of Oregon Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Businesses, may be utilized to satisfy the DBE obligation.

DISADVANTAGED BUSINESS PROGRAM COMPLIANCE FORM
(To be completed, signed and submitted with proposal)

Name of Metro Project: _____

Name of Contractor: _____

Address: _____

Phone: _____

In accordance with Metro's Disadvantaged Business Enterprises (DBE) Program, the above-named Contractor has fully met Metro's DBE Utilization Goal of ____% and will subcontract \$ _____ to DBE(s).

or

The above named Contractor will not meet Metro's Disadvantaged Business Enterprises (DBE) goal. Attached is written and signed evidence of good faith efforts.

Contact Metro's Risk & Contract Management division at (503) 797-1714 for good faith effort criteria.

Authorized Signature

Date

DISADVANTAGED BUSINESS PROGRAM UTILIZATION FORM

Name of Metro Project: _____

Name of Contractor: _____

Address: _____

Phone: _____

The above-named Contractor intends to subcontract _____% of the total contract amount to the following Disadvantaged Business Enterprises (DBEs):

Name, Contact Person, Address & Phone of DBE Firms Contractor Anticipates Utilizing	Nature of Participation	Dollar Amount of Anticipated Subcontract
1.		\$
2.		\$
3.		\$
4.		\$

Total: \$ _____

Amount of Total Contract: \$ _____

DBE Percent of Total Contract: % _____

Authorized Signature

Date

THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED AT BID OPENING/PROPOSAL SUBMISSION

Attachment B

Contract Requirements

Project
Contract No. _____

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, OR 97232-2736, and _____, referred to herein as "Contractor," located at _____

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

1. **Duration.** This personal services agreement shall be effective _____ and shall remain in effect until and including _____, unless terminated or extended as provided in this Agreement.
2. **Scope of Work.** Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. **Payment.** Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed _____ AND _____/100THS DOLLARS (\$_____).
4. **Insurance.**
 - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
 - (2) Automobile bodily injury and property damage liability insurance.
 - b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
 - c. ~~Metro, its elected officials, departments, employees, and agents shall be named as~~ **ADDITIONAL INSUREDS.** Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.
 - d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers.

Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit D, in lieu of the certificate showing current Workers' Compensation.

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

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

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

7. 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.

8. 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.

9. 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.

10. Audits, Inspections and Retention of Records. Metro, the Oregon Department of Transportation, the State Auditors, and any of their representatives shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of the Contractor's records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit, examine and

make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, accounting records and other materials pertaining to costs incurred in connection with the project shall be retained by the Contractor for three years from the date of completion of the project to facilitate any audits or inspections. If any litigation, claim, or audit is commenced, the records along with supporting documentation shall be retained until any litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

11. 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.

12. 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.

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

14. Equal Employment Opportunity. The Contractor agrees to abide by all state and federal laws and regulations with respect to employment. This includes, but is not limited to, equal opportunity employment, nondiscrimination assurances, project record keeping, audits, inspection, and retention of records.

15. Federal Funds Provision

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

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

16. **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.

17. **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.

18. **Termination.** This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor five 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.

19. **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.

20. **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.

21. **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.

By: _____
Title: _____
Date: _____

METRO
By: _____
Title: _____
Date: _____

Exhibits: A. Scope of Work
 B. Budget
 C. Federal Requirements

SCOPE OF WORK

MILT - Metro Information on Long-range Transportation

A. MILT MULTI-MEDIA PROJECT DEVELOPMENT

TASK 1: Coordinate and develop an educational and user friendly multi-media environment complete with an interactive computer program

a) Develop a multi-media environment including low and high-tech components. Included should be a computer program that is capable of running an interactive learning session.

The main purpose of the multi-media program is to teach citizens about the South/North Transit Corridor Study. Other transportation issues to be included are: the Regional Transportation Plan, Transportation Improvement Program, the Traffic Relief Options Study and other regional transportation activities. The design of the multi-media program should include all of the transportation programs.

The goal for the consultant team is to develop an educational environment using high and low-tech, hands-on tools using a comprehensive design. The multi-media display will occur on and around the MILT bus. The interior and exterior must be designed to foster and maintain the educational value of MILT. The consultant's task will be to recommend and, upon approval, develop the multi-media environment using both low and high-tech components. It also requires the design of the bus' interior layout and interior and exterior graphic elements (see Scope of Work, B). This environment should allow users to enter the bus to use and learn from all pieces of the display.

A high-tech element of the multi-media environment will be an interactive multi-media computer program. The consultant will be expected to design and create this program in an IBM PC compatible format. A user-friendly format should include touch-screen monitors and a program structure that allows users to explore different screens, all containing new information. An estimated 225 separate screens will be needed. The consultant must provide the architecture and graphic design for the program. The consultant will be provided with existing technical and public information documents containing introductory and factual content. The consultant must use this information to write a script to accompany the program. Duties include formatting, writing, editing, graphics and design of the program.

Low-tech elements may include blackboards, printed materials, maps, and other innovative educational tools. Many similar tools exist at Metro and the consultant should contact Metro before developing new educational tools. Low-tech elements may be an appealing and low-cost option for child education. Duties include artistic and graphic design, formatting, writing, editing, and coordination with Metro.

b) The multi-media environment must be user friendly for people of all ages, races, and diverse backgrounds.

The content must be easy to read and understand. The computer program must be simple to navigate. Users of both the computer program and the low-tech displays must be able to provide written comments and sign up for mailing lists. All programs and displays should be designed for use by the

disabled and those using English as a second language.

c) The computer program must be easy for Metro to update and amend as changes and new programs are added.

The computer program must be easy for Metro to update and amend allowing for the addition of screens and the manipulation of existing screens. Metro may introduced other programs later, which are not part of this RFP, including: Growth Management Services; Regional Parks and Greenspaces; and Regional Environmental Management.

d) Information must be collected by the computer program, saved and transmitted to a remote site.

The computer program will allow users the opportunity to key in personal comments and addresses for mailing lists. Information must be downloadable and compatible with Microsoft Excel and Word. Information must be transmitted to a remote site using virtual connections, free of any physical exchange of disks.

f) The computer program must be navigable on a touch-screen monitor, a laptop with a mouse and in HTML for the World Wide Web.

(Metro's home page can be found at "<http://www.multnomah.lib.or.us>")

TASK 2: Recommend needed computer software, hardware and other capital items which will be used for low-tech displays and high-tech elements of the multi-media project

a) Consultants must list all software, hardware and other items that Metro must obtain to operate and manipulate the computer program, to make remote connections, and to use for other MILT purposes. Consultants must list any items needed for the other elements of the low and high-tech projects.

Software and hardware will be needed for at least: the bus computer terminals, existing remote sites, a laptop computer and transmission hardware. Metro, at its discretion, will purchase the hardware and software needed to implement this project. Metro, at its discretion, will purchase all other materials for both high and low-tech elements of the multi-media project.

TASK 3: Provide initial training and continuing maintenance of multi-media program

a) Provide training which will be needed by Metro employees to operate the MILT computer program.

Metro employees will be trained by the consultants so they may skillfully operate and amend the MILT program.

b) Provide continuing maintenance of the multi-media program.

The consultants must provide a one-year service contract for all elements of the multi-media project which it designs, including the computer program.

B. DESIGN OF BUS RETROFIT

TASK 1: Create a floor plan to retro a Tri-Met bus for use of MILT

a) MILT will be held in a standard two-door Tri-Met bus with some seats intact and the space for a driver. The floor plan design will be used when retrofitting the bus. The bus must be designed to accommodate 70 people per hour walking through, sitting at computer terminals, listening to a short presentation, and collecting written materials. The bus will require: storage space; an area where literature may be obtained; an area for a slide, T.V., or other presentation material; and will hold 3-4 computer terminals. The consultant should propose the design which they feel uses the space in an efficient and practical way. The design may mitigate the removal of seats and other existing structures. The consultant should coordinate the design of the floor plan with the multi-media display. The consultant will also coordinate interior and exterior graphic elements with the architectural floor plan (see task 2). Upon completion, a cohesive multi-media environment will be created encompassing the bus' floor plan, the interior and exterior graphic design, and all static and interactive user elements. The design must meet ADA (American with Disabilities Act, 1990) standards. The design should have a wide appeal to all ages and ethnic groups.

Purchasing capital items for the remodeling of the bus are duties not included in this RFP.

TASK 2: Interior and exterior graphic design

a) The consultant team must create the internal and external graphic design.

The consultant team will design the graphic elements including: design of interior and exterior appeal, graphic images, color and painting schemes, and other design work. All designs must be consistent with and able to change with the scope of the project and Metro's transportation programs. The design should be consistent with Metro's desire to maintain a sustainable community through regional issues. These graphics should be removable and replaceable with new graphics as Metro's programs change.

The design should attract users.

TASK 3: Specifics mitigating the computer design

a) Computer terminals.

Each terminal must be able to hold 2-6 people standing or sitting. Furniture must be appropriate to fit the computer hardware needed. Space must be allocated for the remote sending devices.

b) Power connections and concerns must be mitigated.

All hardware requiring electricity will be wired for an external power source connection. These connections must be mitigated for the placement of hardware requiring electricity.

TASK 4: Structural changes to the Tri-Met bus

a) Structural and physical changes may be planned.

Consultants will be required to plan for and address all interior structural components which will be needed. Concerns regarding structural changes and relative cost must be negotiated with and approved by Metro's Project Manager.

TASK 5: Other

a) Address other elements needed including safety features and security features.

The consultant team must address all other concerns regarding the development and retrofit of a Tri-Met bus to MILT. Consultants must identify all items to be acquired not yet addressed.

C. PROJECT MANAGER

The overall coordination and direction of the Project shall be provided by Metro's Project Manager. Metro's Project Manager is Gina Whitehill-Baziuk.

D. NOTICES

All notices provided for hereunder shall be in writing and sufficient if deposited in the United States mail, postage prepaid, to the party addressed and indicated below:

Gina Whitehill-Baziuk
Metro Transportation Department
600 NE Grand Avenue
Portland, OR 97232-2736

Exhibit B

MILT RFP BUDGET

	South/North	RTP	Cong. Pricing	Totals
Software Design/Program	39,200.00	7,200.00	3,600.00	50,000.00
Bus Graphics/Design	7,900.00	1,400.00	700.00	10,000.00
Training & Trouble-shooting	7,900.00	1,400.00	700.00	10,000.00
Totals	55,000.00	10,000.00	5,000.00	70,000.00

EXHIBIT C

FEDERAL REQUIREMENTS

1. Disadvantaged Business Enterprises (DBE)

The DBE goal for the personal services contract under this Agreement shall be 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

Resolution No. 96-2393A, For the Purpose of Authorizing the Release of a Request for Proposal for the Commodity Flow Data Collection and Analysis Project and Council Approval of the Contract.

**Metro Council Meeting
Thursday October 17, 1996
2:00 PM. - Council Chamber**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 96-2393A
THE RELEASE OF A REQUEST FOR)
PROPOSAL FOR THE COMMODITY FLOW) Introduced by
DATA COLLECTION AND ANALYSIS) Mike Burton,
PROJECT AND COUNCIL APPROVAL OF) Executive Officer
THE CONTRACT)

WHEREAS, The Request for Proposal and contract form attached hereto will provide a means to locate a firm to provide necessary services; and

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

BE IT RESOLVED,

That the Metro Council Authorizes issuance of the Request for Proposal for the Commodity Flow Data Collection and Analysis Project for the two-year period beginning in September 1996 and authorizes the Executive Officer to execute contracts with the most favorable proposer(s). The final proposed project scope of work and budget shall be subject to review and approved by the Council Transportation Planning Committee.

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

Jon Kvistad, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 96-2393A FOR THE PURPOSE OF AUTHORIZING THE RELEASE OF A REQUEST FOR PROPOSAL FOR THE COMMODITY FLOW DATA COLLECTION AND ANALYSIS PROJECT AND COUNCIL APPROVAL OF THE CONTRACT

Date: September 12, 1996

Presented by: Andrew Cotugno

PROPOSED ACTION

Adoption of Resolution No. 96-2393 would authorize the release of a Request for Proposal for the Commodity Flow Data Collection and Analysis Project and grant approval for the Executive Officer to execute the contract with the most qualified proposer(s).

FACTUAL BACKGROUND AND ANALYSIS

As part of the Unified Work Program (UWP), Metro Council and JPACT have approved funding for the Commodity Flow Analysis Project for this region. Funds totaling \$250,000 have been allocated in the FY 97 budget for this effort. Up to an additional \$100,000 may become available for use from FY 96 STP carryover funds. The total amount of the contract is expected to be between \$250,000 and \$350,000.

The selected consultant will assist in four main program areas of this project -- commodity scoping and 2040 projection refinement, collection of truck/commodity origin-and-destination data, design and administration of a stated preference survey of shipping firms, and development of a commodity carrier forecasting model.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 96-2393.

Mailing List for Commodity Flow Information Survey

Carol Landsman
David Evans & Associates
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3144 NE 17th Avenue
Portland, OR 97212

BID / RFP REVIEW FORM

Date Received by the Contract Services Division 9/4/96

> \$25,000 BID # _____ < \$25,000 _____

RFP # 96R-32-TR

Title of Project: Collect/Analyze Comm. Flow Information

Department/Division: TR / Travel Forecasting

Est Amt: 250-350,000

Council Designation: ST - 18 mths / council
appr. requir.

Originator: K Thackston / D Walker

Contact: K. Thackston

(Please initial)

Reviewed by: Contracts Analyst

Kr 9/8/96
Date

Procurement Officer

OKSM _____
Date

General Counsel (>\$25,000)

[Signature] 9/11/96
Date

M/WBE Advocate

Date

Date

Date

Comments: see page 15 - modified to correspond to Metro Code,
various other minor changes, add recycled paper clause

REQUEST FOR PROPOSAL

**The Collection and Analysis
of Commodity Flow Information**

for

Metro and the Port of Portland

**Metro
600 Northeast Grand Avenue
Portland, Oregon 97232-2736**

September 4, 1996

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Attachments

Draft Scopes of Work

Development of the Commodity Scoping and 2040 Projection Refinement	Attachment A
Collection of Truck/Commodity Origin - Destination Data	Attachment B
Design and Implementation of a Stated Preference Survey to Determine the Elasticities of those Factors that Influence Shipping Decisions	Attachment C
Development of a Commodity Carrier Forecasting Model	Attachment D
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Exhibits

Personal Services Agreement

Unit Price Breakdown	Exhibit A
Contractor Certification	Exhibit B
Federal Provisions (Including DBE Goal)	Exhibit C
Cover Sheet	Exhibit D
Disadvantaged Business Enterprise Guidelines	Exhibit E

Request for Proposal

The Collection and Analysis of Commodity Flow Information for Metro and the Port of Portland

Introduction

Metro, hereafter known as the Agency, is seeking the services of a qualified consultant to collect and analyze commodity flow information.

The Portland metropolitan area places a high priority on maintaining its competitive posture in the international and domestic marketplace. The ability to move commodities in and through the region is an important element within this framework. Metro and the Port of Portland desire information to help them better understand the freight system. In order to ensure an efficient system, information is needed about the quantity and type of goods being handled, where are the goods going in the region, how are they being carried, and what are the key factors that businesses consider in making shipment decisions.

A clear understanding of the current and potential problem areas is essential in order to secure funding for measures that will mitigate them. Information is needed that will enable Metro and Port of Portland staff to 1) identify current problem areas, 2) anticipate potential future problem areas, 3) generate viable solutions and improvements, and 4) evaluate the effectiveness of potential improvements. The data is essential so that policy leaders may make sound decisions in prioritizing freight improvements as they compete for funds with other regional projects.

The scopes of work within this Request for Proposal (RFP) define activities that begin the development of a commodity flow database and a set of analytical tools. Areas of work fall into the following categories.

- A. Commodity Scoping and 2040 Projection Refinement
 - 1) Provide a more detailed analysis of the commodities used in the Portland Metro 2040 Commodity Flow and Requirements Study.
 - 2) Identify the top importing and exporting businesses that use Portland area terminals.
 - 3) Quantify any commodity movement not accounted for in the 2040 study.
 - 4) Evaluate the growth projections of the commodity groups against those from the 2040 study.
- B. Collect Truck/Commodity Origin and Destination Data
- C. Conduct Stated Preference Survey of Firms to Determine the Elasticities of those Factors that Influence Shipping Decisions

- D. Develop a Commodity Carrier Forecasting Model sensitive to Changes in the Economic Market and Transportation Infrastructure Using the Findings from Areas A, B, and C

This RFP defines a set of needs this region has identified and includes a proposed methodology to address them. The work elements will be finalized as the input from the consultant team, a technical advisory committee, an expert review panel, and the Metro Regional Transportation Plan (RTP) Freight Work Team are incorporated into the solution process.

The contract is anticipated to start in November 1996 and will cover an eighteen month period. The total value of the contract is estimated to range from \$250,000 to \$350,000. 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: Submittal and Closing Date for the Statement of Proposal

- 1.1 Eight copies of the Statement of Proposal (SOP) must be received by 5:00 p.m. on November 8, 1996. Neither late nor faxed submittals will be accepted. Firms submitting a Statement of Proposal not in compliance with Section 4 (Contents of the Statement of Proposal) will be considered non-responsive.

- 1.2 Statement of Proposals must be addressed to:

Richard E. Walker, Manager
Travel Forecasting Section
Transportation Department
Metro Regional Center
600 Northeast Grand Avenue
Portland, Oregon 97232-2736

Telephone: (503) 797-1765

Section 2: Inquiries

- 2.1 Procedural questions that arise prior to the Statement of Proposal deadline should be directed to Jean Alleman at (503) 797-1768.

Substantive inquiries concerning the project should be in writing or via e-mail and addressed to:

Richard E. Walker, Manager
Travel Forecasting Section
Transportation Department
Metro Regional Center
600 Northeast Grand Avenue

Portland, Oregon 97232-2736

Telephone: (503) 797-1765

E-mail: walkerd@metro.dst.or.us

2.2 Substantive responses will include the following:

2.2.1 Metro will provide a written response to all written substantive inquiries, as appropriate. All substantive inquiries must be received at least seven days prior to the Statement of Proposal due date. As appropriate, questions and answers will be provided in writing to all Request for Proposal recipients.

2.2.2 Metro and the Port of Portland 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: October 15, 1996

Place: Metro Regional Center
600 Northeast Grand Avenue
Portland, Oregon

Time: 9:00 AM

Room: TBA

Section 3: Statement of Work and Delivery Schedule

3.1 Background Information

A number of freight and commodity flow work elements have occurred during the last several years. A summary of each follows:

3.1.1 Intermodal Management System

An extensive computerized database is being developed as part of the Intermodal Management System (IMS) program. For all the statewide intermodal facilities, data regarding the site location, type of commodity handled there, volume of goods, carrier modes servicing the site, access conditions, etc. are being recorded.

3.1.2 Portland Metro 2040 Commodity Flow and Requirements Study

As part of the Region 2040 Plan development work, commodity flow characteristics were documented in a report by DRI/McGraw-Hill to demonstrate the implications of future freight volumes on the regional transportation system.

The study evaluated Portland's overall freight market and identified key freight segments supporting local consumption and production with nine broad commodity groups. Forecasting of Portland's long term freight market included projections by commodity types and by the modal split (ocean, rail, truck, and barge). Forecast horizons included the years 2000, 2010, 2020, 2030, and 2040.

3.1.3 Shipper Interviews

Several informal luncheons were held with the leading shippers and commodity carriers of this region. Information was collected anecdotally. Items such as route usage, the identification of flow problem locations, and other areas of concern were discussed.

3.1.4 Freight Terminal Site Tours

Port of Portland and Metro staff have toured several freight terminal sites. The intent of the tours was to gain a better understanding of product tracking techniques, warehousing capabilities, and the overall site operation.

3.1.5 Vehicle Classification and Truck Counts

Truck count information has been collected by several agencies for use in the Highway Performance Monitoring System and the Columbia Corridor Truck Study. A regional database has been assembled that serves to house the information in a single location. The collection year for the count data ranges from 1992 to 1995.

3.1.6 Count-Based Truck Matrix

Computer algorithms exist which allow the construction of a synthesized origin and destination matrix. Given specific count data on a simulation network of links and a seed trip table of flows, the zone-to-zone trip movements can be adjusted to provide a better match with the roadway count information. Based on the count data collected (see above), a synthesized average week day and PM peak 1-hour trip table of estimated truck flows were developed.

3.1.7 Statewide Freight Model

Consultants are under contract to the Oregon Department of Transportation Planning and Analysis Unit (TPAU). Work began in June 1996 to collect data and develop a simulation tool to estimate inter-city freight movement. It is imperative that a high degree of cooperation exist between the Statewide efforts and the work elements called for in this RFP. Potential exists for a high degree of data sharing and the use of common analysis techniques. An example of this commonality is

found in the products that will be produced from the Weigh Station Survey. ODOT is conducting this survey during the summer and fall. Vehicle classification data, commodity type, and origin - destination information will be collected.

3.2 Project Management Structure

3.2.1 The management structure for this endeavor will consist of a Project Management Team, a Technical Advisory Committee, the RTP Freight Work Team, and an Expert Review Panel.

3.2.2 Membership on the Project Management Team will include staff from Metro, the Port of Portland, the ODOT TPAU, and the consultant project manager. This group is the final decision making body for the project. It receives advisement from the Technical Advisory Committee, RTP Freight Work Team, and Expert Review Panel. All project issues, such as scheduling and funding, are addressed by the Project Management team.

3.2.3 Representatives from the shipping industry and business community will staff the Technical Advisory Committee. The purpose of the Advisory Committee is to provide local industry input into the project. In addition, the group provides a forum to test the feasibility of data collection techniques.

3.2.4 The RTP Freight Work Team includes staff from the local and regional jurisdictions. This committee currently exists. It was created for advising Metro on freight-related matters as they pertain to the RTP. In this project, the committee will serve as a liaison between the local government agencies and the Management Team.

3.2.5 The Expert Review Panel will include leading authorities in the field of commodity movement. The Panel will have national and local membership. This group will advise the Management Team on the effectiveness of data collection techniques and the overall study design. The input from the panel will be instrumental in the shaping of the final scope of work.

3.3 Desired Products and Services

Draft methodologies have been prepared for each program area in order to define the level of effort required to complete the full objectives of the study. Once the consultant team is selected, the methodologies will be refined by the consultant and the Project Management Team. The Technical Advisory Team, the RTP Freight Work Team, and the Expert Review Panel will have input into this refinement process.

The minimum budget for this project is \$250,000. However, as much as \$350,000 may become available. Hence, the consultant should suggest a logical phasing for the model improvements.

The budget for the base model is \$250,000. Within this budget, the first increment should provide the description of a proposed forecasting tool, define the list of essential data items that need to be gathered, and describe the data capture methodology. The cost for each task needs to be clearly presented.

The consultant is required to package the proposal in a manner that permits the Management Team to clearly see what products additional dollars could buy. Logical development steps need to be identified that would eventually lead to the implementation of the complete model (as defined by the full implementation scopes of work - see attachments). Each increment would take the modeling capabilities to a higher level of sophistication.

For each program area, a generalized full implementation methodology (free of financial constraints) is presented in the sections below. A more detailed draft scope of work for each are included as attachments.

3.3.1 Commodity Scoping and 2040 Projection Refinement

The purpose of this work effort is to provide a greater understanding of current and projected commodity flow in and out of the Portland metropolitan area. Major commodity groups from the Standard Transportation Commodity Code (STCC) will be used to classify the extreme diversity of commodity movement by all modes of transportation. Findings from the commodity scoping effort will additionally be used to supplement the 2040 Commodity Flow Report prepared by DRI/McGraw-Hill.

The information derived from this effort will establish the current baseline and future control totals for all commodity analysis. For each of the significant freight groups (i.e., individual commodities, grain, empties, air cargo, and container cargo), the following will be identified and quantified: the volume arriving and departing the metropolitan area, the mode(s) of transport, significant importing and exporting firms, and the factors that could influence the transport of the commodity. In addition, growth projections for each group will be made for the years 2000, 2010, and 2020.

A scope of work is attached (Attachment A) which defines the work elements in more detail. Some tasks will be completed by the Port of Portland staff (as indicated in the attachment) while others require consultant help.

The Management Team will assume project leadership for this program.

3.3.2 Collection of Truck/Commodity Origin and Destination Data

The objective of the Collection of Truck/Commodity Origin and Destination Data program area is to gather origin and destination data for the truck/commodity movements in the region. In addition, temporal information, site attributes at stops, number of axles on vehicles, commodity being carried, product value, routing information, and other similar data is to be collected.

The data collection efforts are to be focused at major shippers, freight terminals (truck and rail), and regional port sites. The intent of this study is not to capture every truck movement. It is focused on only the "major market" movements that begin, end, or pass through the above mentioned locations. It is anticipated that the origin, destination, and commodity data will be retrieved from bills of lading, truck routing sheets, and manifests maintained by trucking/rail companies.

The information will be used to construct a routing probability chart. For example, "x"% of commodity "y" arriving at Port Terminal 6 is sent to a reload site "s" and then shipped to destination "z" via a 3-axle truck. See Attachment E for a sample spectrum of more complex routing possibilities. Organizing data in this manner will allow the analyst a tool to quickly ascertain how the truck or rail movements will change if the commodity mix is altered. In addition, trip matrices can be developed from the information on the chart for network assignment.

The more complete scope of work is included in Attachment B.

The Project Management Team will assume leadership for this program.

3.3.3 Stated Preference Survey of Shipping Firms

Shippers make a number of decisions regarding the movement of their commodity. How often are shipments necessary? What is the best mode for shipment: truck or rail? Which port should be used to ship the product: local or out-of-region? What are the factors that affect the port choice? What is the value of the product? Is "just in time" delivery important? What influences these decisions: the shipping time, the cost, or carrier reliability? What are the elements that influence contracts? The answers to questions such as these have a great impact on the commodity movements in this region.

In order to understand the nature of the decision-making process, it is proposed that focus groups be formed to define issues and parameters. Stated preference surveys would then be designed and issued to selected firms in order to determine the variable elasticities. A revealed preference survey is necessary to complement the stated preference survey information.

The scope of work for this program area is included as Attachment C.

The Management Team will assume leadership for this program.

3.3.4 Development of a Commodity Carrier Forecasting Model

The routing probability chart has a number of decision points identified (e.g., what kind of truck will carry the commodity, does the truck go directly to the receiver of the commodity or does it go to a reload site first). Some decisions not identified on the chart include the shipment time, whether to use less than truck loads (LTL) vs. full loads, and the use of the company's own fleet vs. shipping companies vs. for-hire haulers. Modeling tools can be constructed to replicate these decision processes.

Using the data collected in the work elements defined in this RFP, the scope of work calls for the development of a model for use in simulating commodity flows. The information gathered in the Commodity Scoping and Projection Refinement program area can be used to establish commodity control totals both regionally and for key sites. Shipping decisions can be based upon the elasticities derived from the stated preference data. Destination choice relationships can be derived from the Commodity Origin and Destination program area. All this information can be used to develop a modeling tool for estimating goods movement.

Attachment D provides a more complete scope of work.

The Project Management Team will assume leadership for this program.

3.4 Participation of Metro, Port of Portland, and ODOT Staff

Staff members from Metro, the Port of Portland, and ODOT will be active participants in several program areas.

3.4.1 The methodology for the Commodity Scoping and 2040 Projection Refinement area (Attachment A) specifically defines work elements that the Port will complete. Much of the work in the grain, containerized cargo, and bulks will be addressed by Port staff.

3.4.2 In the Development of the Forecasting Model program area, the consultant team will be responsible for the model specification and estimation. Metro staff, however, will code the algorithms into the appropriate software for implementation. The EMME/2 macro language is preferred, but depending on the model form it may not be the most efficient. The base year application will be

completed by Metro. The model validation will be jointly completed by the consultant team, Port of Portland staff, and Metro staff.

- 3.4.3 ODOT is actively engaged in the development of a statewide freight model. A consultant team is under contract to complete the work. Data collected in statewide surveys will complement the information gathered as part of this RFP (e.g., weigh station surveys). It is extremely important that a high degree of interaction be maintained so that data sharing can be maximized.

3.5 Selection and Delivery Schedule

The following dates are confirmed:

- 3.5.1 Proposal package advertised and available: October 8, 1996
Pre-proposal meeting to answer questions: October 21, 1996
Proposal deadline: November 19, 1996

- 3.5.2 The Agency anticipates the following schedule (dates are approximate) for interviews, contract approval, and contract completion:

Notice of interviews: November 22, 1996
Interviews: December 3 and 4, 1996
Consultant selection: December 6, 1996
Contract executed: December 11, 1996
Notice to proceed: December 12, 1996
Contract completion: Eighteen months after the notice to proceed is issued.

Section 4: Content of the Statement of Proposal

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

The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

- 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 Statement of Proposal must contain:
- a. Cover Sheet (Pass/Fail)

The proposal must include a completed Cover Sheet (Exhibit D).

b. Firm's Capabilities (Maximum Score 15)

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

c. Project Team. (Maximum Score 20)

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

d. Understanding of Requested Services/Project (Maximum Score 20)

This relates to the basic or preliminary understanding of the requested services and the suggested scope of work. 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?

e. Scope of Work and Schedule (Maximum Score 25)

This relates to the work program developed by the proposer to address the project needs. The completed scope of work should provide innovation and include

suggestions for enhancing various tasks. An implementation schedule by task is to be provided.

f. Resources (Maximum Score 15)

This relates to the total resources allocated to each given task of the proposed scope of work. Resources to be addressed include budget, person hours (by individual/position classification), and special equipment.

g. Supportive Information (Maximum Score 5)

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

h. 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 program. 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

i. DBE Policy and Participation Goal (Meet Goal or Demonstrate Maximum Effort)

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.

Statement of Proposals not meeting ALL pass/fail criteria will be considered non-responsive and shall be rejected.

Section 5: Format and Length of the Statement of Proposal

The Statement of Proposal must not exceed 50 pages, including the required cover sheet (Exhibit D). The Statement of Proposal must be organized in accordance with format described in Section 4 (Contents of the Statement of Proposal).

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).

Section 6: Evaluation of the Statement of Proposal 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 Statement of Proposal will be evaluated on the completeness and quality of content as described in Section 4 (Contents of the Statement of Proposal) and in Section 6.2 (Evaluation Criteria). In addition, qualifications must include demonstrated capabilities in the following areas:

Expertise in transportation modeling techniques and the development of model parameters and elasticities.

Expertise in using sound survey techniques and scientific methods.

Working knowledge of urban goods movement.

Experience in the field of commodity flow analysis.

Expertise in commodity forecasting.

Experience in designing and applying revealed and stated preference experiments (includes facilitating focus groups). Ability to integrate the results.

Ability to efficiently and effectively process large survey records in computer software data base managers.

Ability to present technical findings to groups of various sizes.

Experience and ability to perform on a project that involves the coordination of many multi-disciplinary team members as part of a project.

Interviews may be conducted with the top ranked-firms at the option of the Management Team. The Management Team will make the final consultant selection

6.2 Evaluation Criteria

Each Statement of Proposal 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>Number of Pages</u>	<u>Maximum Score</u>
a. Cover Sheet		Pass/Fail
b. Firm's Capabilities		15
c. Project Team		20
d. Understanding of Requested Services and Project		20
e. Scope of Work and Schedule		25
f. Resources		15
g. Supportive Information		5
h. Affirmative Action Program		Pass/Fail
i. DBE Policy & Participation Goal	_____	<u>Meet goal/max effort</u>
TOTAL NOT TO EXCEED	50	100

6.3 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. This information must be delivered in a sealed envelope with the consultant's name and address.

The envelope contents will not be opened or considered during the selection process, nor does this information apply toward the page limitation. Once the interviewed firms have been evaluated and ranked, the cost information for the firms selected for contract negotiations will be opened.

The envelopes for the remaining firms will be returned unopened to the consultant once a contract is executed.

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 (see attached personal service agreement form with exhibits).

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

- 7.2 Monthly progress reports are required to be sent to Metro during the duration of the project. The report should focus on the work completed during the current month and describe the anticipated progress for the following month. The progress reports should be sent to:

Richard E. Walker, Manager
Travel Forecasting Section
Transportation Department
600 Northeast Grand Avenue
Portland, Oregon 97232-2736

- 7.3 Payments for all work will be obtained by sending monthly invoices to Metro. All payments from Metro will withhold a ten percent retainage. Upon successful completion of the project, all retainage will be released to the contractor. Invoices should be sent to:

Metro
Transportation Department
600 Northeast Grand Avenue
Portland, Oregon 97232-2736

Attention: Karen Thackston

- 7.4 The Agency reserves the right to reject any or all Statement of Proposals 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 Statement of Proposal. All Statement of Proposals 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.

- 7.5 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.

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

- 7.7 Protests concerning the consultant selection process must be delivered in writing to the Agency within five 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 the involved party.

**RFP for the
Collection and Analysis of Commodity Flow Information**

Attachment A

**Scope of Work for the Development of the Commodity Scoping and 2040
Projection Refinement**

Introduction

The purpose of this work effort is to provide a greater understanding of current and projected commodity flow in and out of the Portland metropolitan area. Major commodity groups from the STCC (Standard Transportation Commodity Code) will be used to classify (and simplify) the extreme diversity of commodity movement by all modes of transportation. Findings from the commodity scoping effort will additionally be used to supplement the 2040 Commodity Flow Report prepared by DRI/McGraw-Hill .

Task 1 Finalize Scope of Work and Budget

Responsibility: Port (lead) Metro, Consultant (participants)

Subtasks:

- a) Review Draft Scope of Work, revise as necessary, finalize.
- b) Establish base year for commodity projections.
- c) Finalize consultant budget and Port budget.

Products:

- a) Detailed Scope of Work.
- b) Signed contract with consultant.

Task 2 STCC Code Commodity Scoping

Responsibility: Consultant

This task involves providing an examination of commodity activity by major commodity groups identified by STCC (Standard Transportation Commodity Classification). For each of the commodity groups listed in Table 1, the following needs to be determined:

Subtasks:

- a) Estimate the total volume departing from the Portland metropolitan area.
- b) Estimate the total volume arriving in the Portland metropolitan area.
- c) Identify major subcategories of each group being shipped through the Portland metropolitan area.
- d) Identify various modes used for imports and exports (i.e., the mode by which it arrives or departs from the Portland metropolitan area). Identify which is the major mode of transportation for imports and exports.

- e) Identify the most significant exporters of each group and the percentage of total volume they represent.
- f) Identify the most significant importers of each group and the percentage of total volume they represent.
- g) Identify conditions/factors specific to each group that could cause major changes in mode split.
- h) Identify trends/changes in transportation technologies of each group that could affect the transportation network.
- i) Identify factors specific to each commodity group that could mean significant changes in the way the commodity is transported, where it is transported, or when it is transported.
- j) List advantages and limitations of the Portland metropolitan area in relation to the transportation of each group.
- k) Determine growth projections of each group in the Portland area (year 2000, 2010, and 2020).

Products:

- a) Report with all of the above information with methodology documentation and summary of findings.
- b) Portland metropolitan area map identifying exporters and importers.

Task 3 Specific STCC Code Commodity Scoping -Cash Grains

Responsibility: Port (Policy & Planning, Marketing Research)

Subtasks:

- a) Determine total volume of grain departing from Portland by mode.
- b) Identify areas/regions where grain originates.
- c) List types of grain shipped through the Portland area.
- d) Identify trends/changes in grain movement that could affect the transportation network.
- e) Identify factors that could mean significant changes in the way the commodity is transported, where it is transported, or when it is transported
- f) List advantages and limitations of Portland in relation to grain movement.
- g) Identify the most significant exporters of grain and percentage of total volume they represent.
- h) Determine overall growth projections of grain through the Portland area (year 2000, 2010, and 2020).
- i) Determine growth projections for grain (national).
- j) Determine growth by mode (Ship, Train, Truck, Barge) for the Portland area (year 2000, 2010, and 2020).

Product:

- a) Report with all of the above information with methodology documentation and summary of findings.

Task 4 Specific STCC Code Commodity Scoping -Empty Units

Responsibility: Consultant

Subtasks:

- a) Estimate total number of empty units by mode departing from the Portland metropolitan area.
- b) Estimate the total number empty units by mode entering the Portland metropolitan area.
- c) Identify types of businesses in the Portland metropolitan area known to generate significant amounts of empty units.
- d) Identify general trends/changes that could influence the amount of empty units being transported on the transportation network.

Product:

- a) Report with all of the above information with methodology documentation and summary of findings.

Task 5 Containerized Cargo Scoping

Responsibility: See individual subtasks

Subtasks:

- a) Define "containerized." (Consultant, Port)
- b) Determine the total amount of containerized cargo departing from Portland by mode. (Port, International, Domestic Marine ; Consultant, remainder)
- c) Determine the total amount of containerized cargo arriving in Portland area by mode. (Port, International, Domestic Marine; Consultant, remainder)
- d) List the types of commodities shipped in containers through the Portland area. (Port, International; Consultant, Domestic)
- e) Identify general classifications of commodities in containers. (Port, International; Consultant, Domestic)
- f) Identify the most significant exporters and importers of containerized cargo in the Portland area. (Port)
- g) Identify the most significant exporters and importers of containerized cargo outside the Portland area. (Port)
- h) Determine the percentage of total volume that the top 5 importers and exporters represent. (Port)
- i) Identify trends/changes in containerized cargo movement that could affect the transportation network. (Consultant w/ input from Port)
- j) Identify trends/changes in the commodities being shipped by containers that could affect the transportation network. (Consultant w/ input from Port)
- k) List new commodities being shipped by containers that could affect the transportation network. (Consultant (w/ input from Port)
- l) Identify specific advantages and limitations of Portland in relation to containerized cargo movement. (Port)
- m) Determine overall containerized cargo growth projections (national). (Consultant)
- n) Determine growth projections of containerized cargo by mode (Ship, Train, Truck, Barge) for the Portland area (year 2000, 2010, and 2020). (Consultant)

Products:

- a) Report with all of the above information with methodology documentation and summary of findings.
- b) Portland area map identifying exporters and importers

Task 6 Air Cargo Scoping

Responsibility: Aviation Marketing (NOTE: Subtasks e, f, h, and i will be determined during survey work)

Subtasks:

- a) Determine the total volume of air cargo, international and domestic, departing from PDX .
- b) Determine the total volume of air cargo, international and domestic, departing the Portland area (to capture truck movement).
- c) Determine the total volume of air cargo, international and domestic, arriving at PDX.
- d) Determine the total volume. of air cargo, international and domestic, arriving in the Portland area (to capture truck movement).
- e) Identify receivers of air cargo arriving at PDX (both Portland and outside the region).
- f) Identify major generators of air cargo (both Portland and outside the region).
- g) Determine distinction between the amount and type of cargo shipped pax belly vs. all cargo/freighters; identify what data is available and for which direction or both.
- h) Identify general categories of air cargo shipped through the Portland area.
- i) Identify the spectrum of commodity types shipped through the Portland metropolitan area.
- j) Identify the most significant exporters and importers of air cargo in the Portland metropolitan area.
- k) Identify the most significant exporters and importers of air cargo outside the Portland metropolitan area.
- l) Determine the percentage of total volume that the most significant importers and exporters represent.
- m) Identify trends/changes in air cargo movement that could affect the transportation network.
- n) Identify trends/changes in the commodities being shipped by air cargo that could affect the transportation network.
- o) Identify new commodities being shipped by air cargo that could affect the transportation network.
- p) Identify specific advantages and limitations of Portland in relation to air cargo movement.
- q) Determine growth projections of air cargo movement for PDX (year 2000, 2010, and 2020).
- r) Determine growth projections of air cargo movement for the Portland metropolitan area (year 2000, 2010, and 2020).

Products:

- a) Report with all of the above information with methodology documentation and summary of findings.
- b) Portland area map identifying exporters and importers.

Task 7 2040 Projection Refinement

Responsibility: Consultant

Subtasks:

- a) Compare results of commodity scoping effort with projections in the 2040 Report.

- b) Incorporate results of the commodity scoping effort and refine 2040 projections if necessary.

Product:

- a) Report summarizing findings of comparison with 2040 Report and appropriate methodology documentation.

Task 8 Compile Final Report

Responsibility: Consultant

Subtasks:

- a) Gather all of the components of the commodity scoping (individual commodities, grain, empties, air cargo, and containerized cargo) and integrate into one document.
- b) Prepare final report summarizing findings and highlights of the commodity scoping effort.

Product:

- a) Report summarizing commodity scoping effort.

Task 9 Convene Final Meeting

Responsibility: Consultant (lead), Port, Metro (participants)

Subtasks:

- a) Distribute completed document to participants for review.
- b) Gather appropriate participants for final presentation.

Product:

- a) Consent of all participants.

Table 1

Group	STCC categories
1. Animals and Vegetables	Farm products 01 (exclude 011 Cash Grains from this group) Forest by-products 08 Fish & marine products 09 Food & kindred products 20
2. Minerals	Metallic ores 10 Coal & Lignite 11 Crude petroleum & natural gas 13 Non-metallic ores 14
3. Chemicals	28 Chemicals 29 Petroleum & coal products
4. Rubber & Plastics	Rubber and Plastics 30
5. Wood/Pulp/Paper	Lumber & wood 24 Furniture & fixtures 25 Pulp & paper 30 Printed material 27
6. Textiles	Textile mill products 22 Apparel 23
7. Stone/Ceramic/Glass	Clay & concrete Products 32
8. Metal Products	Primary metals 33 Fabricated metal products 34
9. Machinery & Electrical Equipment	Machinery 35 Electrical equipment 36 Instruments 38
10. Transportation Equipment	Transport equipment 37 (exclude trucks & automobiles 371)
10.a. Trucks & Automobiles	Trucks & automobiles 371
11. Miscellaneous	Ordinance 1 Tobacco products 21 Leather products 31 Miscellaneous manufacturing-products 39 Waster & scrap 41 Small packaged freight 47 Prepackaged software 7372

RFP for the
Collection and Analysis of Commodity Flow Information

Attachment B

Draft Scope of Work for the
Collection of Truck/Commodity Origin Destination Data

Task 1: Finalize Scope of Work and Budget

Subtasks:

- a) Review Draft Scope of Work, revise as necessary, finalize. (Lead: Metro, Port, Consultant, Participants: ODOT).
- b) Finalize consultant budget. (Lead: Metro, Port, Participants: ODOT).

Products:

- a) Detailed Scope of Work.
- b) Signed contract with Consultant.

Task 2: Management Structure

Subtasks:

- a) Organize Management Team - MT. (Lead: Metro, Port, Participants: ODOT).
- b) Select Technical Advisory Committee - TAC. Coordinate RTP Freight Work Team - FWT. (Lead: Metro, Port, Participants: ODOT, Consultant).
- c) Select Expert Review Panel (ERP) participants. (Lead: Metro, Port, Participants: ODOT, Consultant).

Products:

- a) MT function defined (project management, contract administration, etc.).
- b) TAC and FWT established.
- c) ERP selected, service contracts signed.

Task 3: Convene Meeting

Day 1: Expert Review Panel

Day 2 - AM: Expert Review Panel, Technical Advisory Committee, Business Representatives, RTP Freight Work Group

Subtasks (Day 1):

- a) Present commodity growth assumptions, need for survey. (Lead : Port, Metro).
- b) Review proposed data collection and analysis activities. (Lead: Metro, Port, Consultant).
- c) Review list of survey locations. (Lead Metro, Port, Consultant).
- d) Refine methodologies per ERP comments. (Lead: Metro, Port, Consultant).

Subtasks (Day 2):

- a) Present commodity growth assumptions, need for survey. (Lead : Port, Metro).
- b) Review proposed data collection and analysis activities. (Lead: Metro, Port, Consultant).
- c) Review list of survey locations. (Lead: Metro, Port, Consultant).
- d) Refine methodologies per comments by participants. (Lead: Metro, Port, Consultant).

Products:

- a) Revised methodology based upon comments received by participants.

Task 4: Define Data Needs, Survey Instrument, and Methodology

Subtasks:

- a) Identify list of data needs (o/d data, commodity types, etc.). (Lead : Consultant, Metro, Port, Participant : ODOT).
- b) Develop list of survey sites (facility sites and trucking companies). (Lead: Consultant, Metro, Port, Participant : ODOT).
- c) Reaffirm use of bills of lading, manifests, and carrier schedules as key data sources.
- d) Develop survey instrument(s). Customize instrument, as necessary, for different terminal sites (i.e., railroad, port, truck, reload). (Lead: Consultant, Participants: Metro, Port, ODOT).
- e) Identify locations where vehicle counts are needed to support survey work. (Lead: Consultant, Participants : Metro, Port, ODOT).
- f) Coordinate with ODOT Weigh Station Survey. Maximize data sharing. (Lead: Consultant, Participants : Metro, Port, ODOT).
- g) Review information with TAC/FWT. As necessary, incorporate comments. (Lead: Consultant, Metro, Port).
- h) Review information with ERP via conference call. As necessary, incorporate comments. (Lead: Consultant, Metro, Port).

Products:

- a) Survey instrument(s) prepared.
- b) Count locations defined.
- c) Survey sites chosen.

Task 5: Test Survey Instrument and Methodology at Selected Sites

Subtasks:

- a) Test survey at several sites (e.g. port site and trucking firm). (Lead: Consultant).
- b) Review results. Revise methodology, as necessary, and finalize survey instrument. (Lead: Consultant, Metro, Port, Participant: ODOT).
- c) Convene TAC/FWT to review the survey test results. (Lead: Consultant, Participants: Metro, Port).
- d) Document survey methodology. (Lead: Consultant).

Products:

- a) Final survey instrument and methodology.
- b) Documentation of survey methodology.

Task 6: Collect Data

Subtasks:

- a) Develop a data collection schedule. (Lead: Consultant, Participants: Metro, Port).
- b) Prior to data collection, hold meeting(s) with sample group. Review survey procedure and the request for data. (Lead: Consultant, Metro, Port).
- c) Modify survey sample if firms do not wish to participate. (Lead: Consultant).
- d) Collect Data. (Lead: Consultant).
- e) Geocode carrier stop locations. Use state plane coordinates. Acuity for stops should be at the address or nearest cross street. (Lead: Consultant).

- f) Record data in database manager (DBM). (Lead: Consultant).
- h) Prepare report summarizing findings. Relate information to the probability routing chart, or equivalent. (Lead: Consultant).

Products:

- a) Database Manager containing survey data. Documentation of the DBM structure, variable names, etc.
- b) Report summarizing findings.

Task 7: Convene Meeting

Day 1 - AM: Technical Advisory Committee, Expert Review Panel, Business Representatives, RTP
Freight Work Team

Day 1 - PM: Expert Review Panel

Day 2 - AM: Technical Advisory Committee, Expert Review Panel, Business Representatives, RTP
Freight Work Team

Subtasks (Day 1 - AM):

- a) Present survey results. (Lead: Consultant).

Subtasks (Day 1 - PM, Day 2 - AM):

- a) Discuss methodology to conduct a stated preference survey of firms. (See Attachment C: Scope of Work to Conduct a Stated Preference Survey of Firms).

RFP for the
Collection and Analysis of Commodity Flow Information

Attachment C

Draft Scope of Work for the
Design and Implementation of a Stated Preference Survey to
Determine the Elasticities of those Factors that Influence Shipping Decisions

Task 1: Finalize Scope of Work and Budget

Subtasks:

- a) Review Draft Scope of Work, revise as necessary, finalize. (Lead: Metro, Port, Consultant, Participant: ODOT).
- b) Finalize consultant budget. (Lead: Metro, Port, Consultants, Participant: ODOT).

Products:

- a) Detailed Scope of Work.
- b) Signed contract with Consultant.

Task 2: Management Structure

Products:

- a) Management structure is the same as that defined in Attachment B.

Task 3: Convene Meeting (Same as in Task 7, Attachment B)

Day 1 - AM: Technical Advisory Committee, Expert Review Panel, Business Representatives, RTP Freight Work Team

Day 1 - PM: Expert Review Panel

Day 2 - AM: Technical Advisory Committee, Expert Review Panel, Business Representatives, RTP Freight Work Team

Subtasks (Day 1 - AM):

- a) Present Truck/Commodity Origin Destination survey results. (Lead: Consultant).

Subtasks (Day 1 - PM):

- a) State need for stated preference. (Lead: Metro, Port, Consultant).
- b) Discuss methodology to conduct a stated preference survey of firms. (Lead: Metro, Port, Consultant).
- c) Refine methodology based upon ERP comments. (Lead: Metro, Port, Consultant).

Subtasks (Day 2 - AM):

- a) State need for stated preference. (Lead: Metro, Port, Consultant).
- b) Discuss methodology to conduct a stated preference survey of firms. (Lead: Metro, Port, Consultant).
- c) Refine methodology based upon participant comments. (Lead: Metro, Port, Consultant).

Products:

- a) Revised methodology based upon comments received by participants.
- b) Determine need for companion revealed preference survey.

Task 4: Tentatively Define Data Needs and Meaningful Ranges for the Variables

Subtasks:

- a) Identify issues/variables that affect the choices of shippers (e.g. haul time, reliability). (Lead: Consultant, Participants: Metro, Port, ODOT).
- b) Identify meaningful ranges for the variables (e.g. how many times a month does a carrier need to be late before it is a problem, how much delay is tolerable on the roadway system before it is a problem). Try to define ranges that shippers actually experience. (Lead: Consultant, Participants: Metro, Port, ODOT).

Products:

- a) Preliminary list of issues and variables identified.

Task 5: Hold Focus Group Meetings

Subtasks:

- a) Identify individuals to participate as focus group members. At least two or three meetings may be necessary in order to maintain a 10 to 12 person attendance limit. (Lead: Port, Participants: Consultant, Metro)
- b) Hold meeting. Discuss issues that affect shipping. Define variable ranges and problem thresholds. (Lead: Consultant, Participants: Metro, Port).
- c) Compare to initial list prepared in Task 4. (Lead: Consultant, Participants: Metro, Port).

Products:

- a) Composite list of issues that affect the transport decisions of shippers.
- b) Problem thresholds and meaningful variable ranges defined.

Task 6: Design Survey Instruments and Methodology

Subtasks:

- a) Develop list of survey sites. (Lead: Consultant, Metro, Port, Participant: ODOT).
- b) Design survey instruments (stated and revealed preference). (Lead: Consultant, Participants: Metro, Port).
- c) Review information with the TAC/FWT. Incorporate comments. (Lead: Consultant, Participants: Metro, Port).
- d) Review information with ERP via conference call. Incorporate comments. (Lead: Consultant, Participants: Metro, Port).

Products:

- a) Survey instruments prepared.
- b) Survey sites chosen.

Task 7: Test Survey Instruments and Methodologies at Selected Sites

Subtasks:

- a) Administer survey to several test sites. (Lead: Consultant).
- b) Review methodology, survey instruments, and results. (Lead: Consultant, Participants: Metro, Port).
- c) Convene TAC/FWT to review survey test results. Incorporate comments. (Lead: Consultant, Participants: Metro, Port).
- d) Prepare documentation summarizing the survey instrument and methodology. (Lead: Consultant).

Products:

- a) Final survey instruments.
- b) Documentation of survey methodology.

Task 8: Administer Stated and Revealed Preference Survey

Subtasks:

- a) Develop a data collection schedule. (Lead: Consultant, Participants: Metro, Port).
- b) Prior to data collection, hold meeting(s) with sample group. Review survey procedure and the request for data. (Lead: Consultant, Metro, Port).
- c) Modify sample if firms do not wish to participate. (Lead: Consultant, Participants: Metro, Port).
- d) Collect Data. (Lead: Consultant).
- e) Record data in database manager. (Lead: Consultant).
- f) Prepare report summarizing findings. (Lead: Consultant).

Products:

- a) Database Manager containing survey data. Documentation of the DBM structure, variable names, etc.
- b) Report summarizing findings.

Task 9: Convene Meeting

Day 1 - AM: Technical Advisory Committee, Expert Review Panel, Business Representatives, RTP Freight Work Team

Day 1 - PM: Expert Review Panel

Day 2 - AM: Technical Advisory Committee, Expert Review Panel, Business Representatives, RTP Freight Work Team

Subtask (Day 1 - AM):

- a) Present Stated and Revealed Preference Survey results. (Lead: Consultant).

Subtask (Day 1 - PM. Day 2 - AM):

- a) Discuss the methodology to develop a commodity carrier model using the findings of the truck/commodity origin and destination data and the stated preference survey. (See Attachment D: Scope of Work for the Development of a Commodity Carrier Forecasting Model).

**RFP for the
Collection and Analysis of Commodity Flow Information**

Attachment D

**Draft Scope of Work for the
Development of a Commodity Carrier Forecasting Model**

Task 1: Finalize Scope of Work and Budget

Subtasks:

- a) Review Draft Scope of Work, revise as necessary, finalize. (Lead: Metro, Port, Consultant, Participant: ODOT).
- b) Finalize consultant budget. (Lead: Metro, Port, Consultants, Participant: ODOT).

Products:

- a) Detailed Scope of Work.
- b) Signed contract with Consultant.

Task 2: Management Structure

Products:

- a) Management structure is the same as that defined in Attachment B.

Task 3: Convene Meeting (Same as in Task 9, Attachment C)

Day 1 - AM: Technical Advisory Committee, Expert Review Panel, Business Representatives, RTP Freight Work Team

Day 1 - PM: Expert Review Panel

Day 2 - AM: Technical Advisory Committee, Expert Review Panel, Business Representatives, RTP Freight Work Team

Subtasks (Day 1 - AM):

- a) Present Stated and Revealed Preference Survey results. (Lead: Consultant).

Subtasks (Day 1 - PM):

- a) State need for Commodity Carrier Forecasting Model. (Lead: Metro, Port, Consultant).
- b) Discuss methodology to develop a model. (Lead: Metro, Port, Consultant).
- c) Refine methodology based upon ERP comments. (Lead: Metro, Port, Consultant).

Subtasks (Day 2 - AM):

- a) State need for Commodity Carrier Forecasting Model. (Lead: Metro, Port, Consultant).
- b) Discuss methodology to develop a model. (Lead: Metro, Port, Consultant).
- c) Refine methodology based upon participant comments. (Lead: Metro, Port, Consultant).

Products:

- a) Revised methodology based upon comments received by participants.

Task 4: Finalize Model Design

Subtasks:

- a) Determine methodology to allocate the units of each commodity to a zonal level of geography. This becomes the basis for commodity carrier generation. (Lead: Consultant, Participants: Metro, Port).
- b) Determine methodology to estimate origin - destination patterns. (Lead: Consultant, Participants: Metro, Port).
- c) Develop paradigm for estimating carrier type, the number of carriers required, the time of day, etc. (Lead: Consultant, Participants: Metro, Port).
- d) Address network routing issues (i.e., path choice criteria). (Lead: Consultant, Participants: Metro, Port).
- d) All phases of the model development should incorporate elements of the decision criteria that a shipper uses. (Lead: Consultant, Participants: Metro, Port).

Products:

- a) A paradigm to estimate commodity and carrier flows.

Task 5: Assemble Data Necessary to Implement Model Design

Subtasks:

- a) Assemble the relevant products from 1) the Commodity Scoping and 2040 Projection Refinement program (Attachment A), 2) the Collection of Truck/Commodity Origin - Destination Data program (Attachment B), 3) the Stated/Revealed Preference Survey program (Attachment C), 4) the ODOT Weigh Station Survey program, 5) and other elements related to the Statewide Freight Model. Useful information may be found in sources such as the IMS database, vehicle classification count data, and the 1992 National Commodity Survey. (Lead: Consultant, Participants: Metro, Port).

Products:

- a) Data sources identified.

Task 6: Construct Model

Subtasks:

- a) Estimate model coefficients. Calibrate to survey data. (Lead: Consultant).
- b) Review model estimation with ERP via conference call. (Lead: Consultant, Participants: Metro, Port).
- c) Review model estimation with TAC/FWT. (Lead: Consultant, Participants: Metro, Port).
- c) Code model as an EMME/2 macro or in another programming language, if appropriate. Metro will provide staff for this work element. (Lead: Metro, Participant: Consultant).
- d) Apply model to develop existing condition scenario. Metro will provide staff for this work element. (Lead: Metro, Participant: Consultant).
- e) Validate model. Revise as necessary. (Lead: Consultant, Participants: Metro, Port).
- f) Documentation of model (draft). (Lead: Consultant).

Products:

- a) Validated model.
- b) Model documentation (draft).

Task 7: Application of the Model using a 2015 Horizon Year

Subtasks:

- a) Prepare model input data. Metro will provide staff for this work element. (Lead:

- Metro, Participants: Port, Consultant).
- b) Apply model. Prepare result summaries. Metro will provide staff for this work element. (Lead: Metro, Participant: Consultant).
 - c) Review results for reasonableness. (Lead: Consultant, Metro, Port).
 - d) Revise model as necessary. (Lead: Consultant, Participants: Metro, Port).
 - e) Documentation of model (final). (Lead: Consultant).

Products:

- a) Model results for the year 2015.
- b) Model documentation (final).














Task 8: Convene Meeting

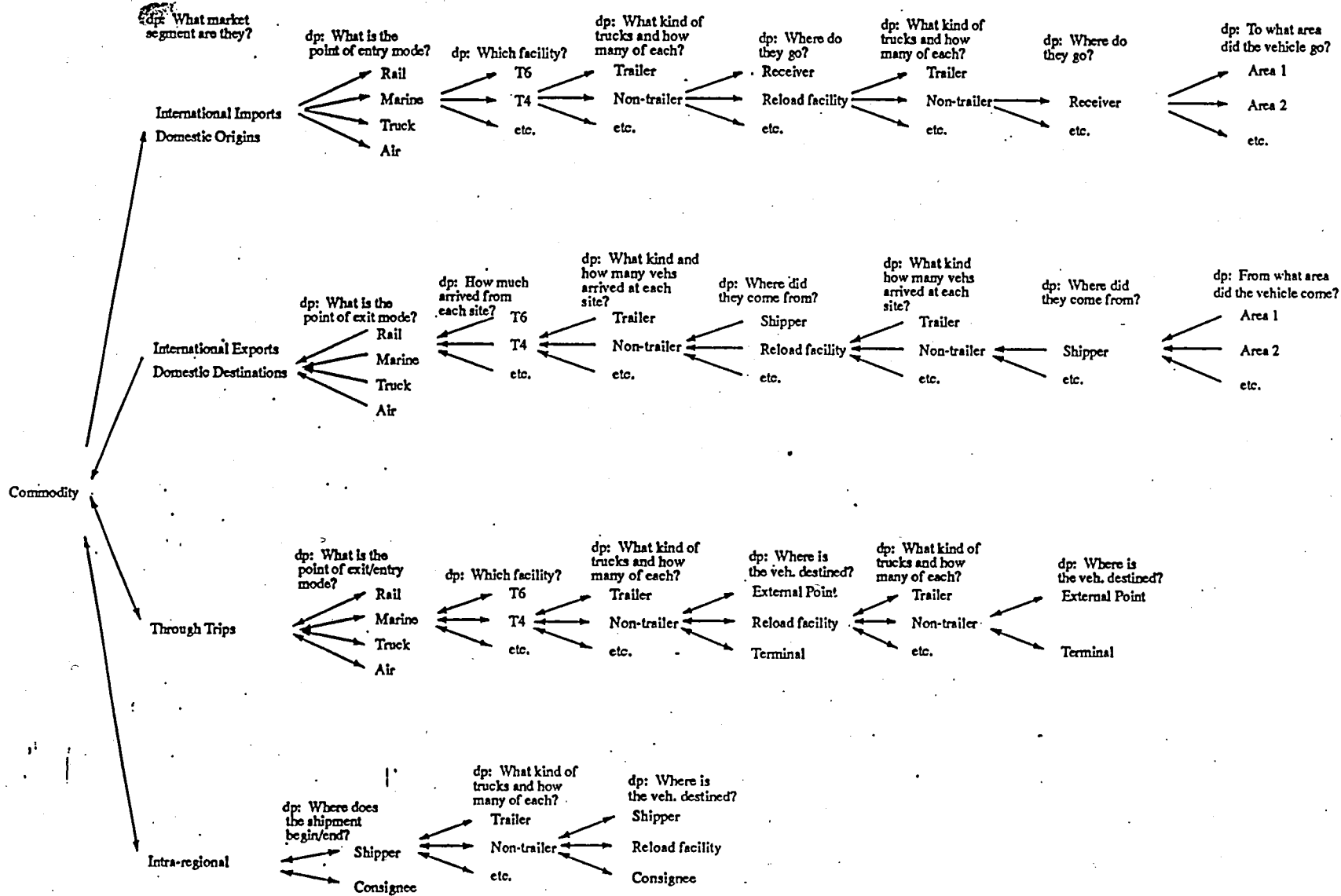
Day 1 - AM: Technical Advisory Committee, Business Representatives, RTP Freight Work Team

Subtask (Day 1 - AM):

- a) Explain the final form of the Commodity Carrier Model. Present model application results for existing and future conditions. (Lead: Consultant, Metro, Port).

Routing Probability Chart -- Attachment E

What are the commodities?		How many units are being moved through the region?	What is their freight category?	
Animals & Vegetables	→	X Units	 International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips	
Minerals	→	X Units	 International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips	
Chemicals	→	X Units	 International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips	
Rubber & Plastics	→	X Units	 International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips	
Wood/Pulp/Paper	→	X Units	 International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips	
Textiles	→	X Units	 International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips	
Stone/Ceramic/Glass	→	X Units	 International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips	
Metal Products	→	X Units	 International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips	
Machinery & Electrical Equipment	→	X Units	 International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips	
Transportation Equipment	→	X Units	 International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips	
Trucks & Automobiles	→	X Units	 International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips	
Miscellaneous	→	X Units	 International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips	



Decision process is made from left to right. Commodities flow in direction of arrows.

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, and _____, 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 _____, 1996, and shall remain in effect until and including _____, 199__, 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 and all claims, demands, damages, actions, losses and expenses including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.
6. 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 certified that it is not currently employed by the federal government. Contractor further certifies that it is not currently employed by the State of Oregon.
- b. If federal funds are involved in this Agreement, Exhibit "B," Certificate of Consultant, and Exhibit "C" Federal Provisions, including Certification of Involvement In Any Debarment and Suspension, are incorporated into this Agreement by reference.
- c. Contractor shall not be compensated for work performed under this Agreement by any other federal, state or local agency.
- d. This Agreement may be terminated by Metro upon 30 days notice, in writing and delivered by certified mail or in person, if funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. The Agreement may be modified to accommodate a reduction in funds.

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 10 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.

By: _____
Title: _____
Date: _____

METRO
By: _____
Title: _____
Date: _____

OREGON DEPARTMENT OF TRANSPORTATION

By: _____
Title: _____
Date: _____

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EXHIBIT A

PART 1 OF 3

Statement of Work and Delivery Schedule

This personal services agreement and supporting documents are intended to be complementary and to describe and provide information for a complete work scope. In the event that there is a discrepancy or conflict between documents, they shall govern in the following order: FIRST, the contract provisions and exhibits; SECOND, the request for proposal; and THIRD, the Contractor's proposal.

Parts 2 and 3 of this exhibit must be completed by the consultant and returned with the proposal.

EXHIBIT A

Part 2 of 3

Lump Sum

Consideration

- A. Payment for work accomplished under this contract and included in the scope of work shall be a "lump sum" of _____. The fee includes all expenses.
- B. Progress payments will be made to Contractor over the period of the contract upon receipt of Contractor's billing statement. All bills and other forms of claims for payment must be submitted in duplicate no more than once per month to Department's Project Manager for approval by Department. Failure to present claims in proper form within 60 days after the end of the month in which the work is performed shall constitute a waiver on the part of Contractor of his right to present such claim thereafter or to receive payment therefore. Department shall make payment of all approved billing statements in accordance with ORS 293.462.
- C. Payment for work accomplished shall be for those costs allowable under the provisions of 48, CFR Part 31 (Federal Acquisition Regulations).
- D. Department shall allow appropriate increases in agreed maximum amount should any substantial approved increase occur in the scope, character, schedule or complexity of services as outlined in the Statement of Work in EXHIBIT A. Contractor must have written approval of Department prior to commencing any such work. Moreover, Contractor shall not incur costs in excess of the maximum amount of such cost stated in this section unless an increase in such maximum amount is allowed by Department.
- Any such increase in the maximum amount shall be the subject of a supplemental contract to be negotiated between Department and Contractor after application therefrom by Contractor.
- E. Payment for extra work performed under this contract shall be paid as agreed to by the parties hereto in writing at the time extra work is authorized.
- F. Department reserves the right to withhold final payment equal to ten percent (10%) of the total contract amount until all required work is completed and accepted by the Department.
- G. Final payment of any balance due Contractor will be made promptly upon verification of completion and acceptance of the work by Department. Department, or their duly authorized agents, may audit Contractor's records prior to payment of the final billing. In no event shall the adjusted costs exceed the maximum amount specified above without a contract amendment.

EXHIBIT A

Part 2 of 3

Unit Price

Consideration

- A. The compensation for work accomplished under this contract shall not exceed a maximum of _____ without prior written approval of Department. Contractor agrees to perform all services on the basis of Contractor's unit price amounts detailed in this exhibit.
- B. Progress payments will be made to Contractor over the period of the contract upon receipt of the Contractor's billing statement. Bills for services shall show the dates, persons or classifications, and billing rates and must detail the nature of the work done by each. Nonlabor costs must be fully itemized. All bills and other forms of claims for payment must be submitted in duplicate no more than once per month to Department's Project Manager for approval by Department. Failure to present claims in proper form within 60 days after the end of the month in which the work is performed shall constitute a waiver on the part of Contractor to present such claim thereafter or to receive payment therefore. Department shall make payment of all approved billing statements in accordance with ORS 293.462.
- C. Payment for work accomplished shall be for those costs allowable under the provisions of 48 CFR Part 31 (Federal Acquisition Regulations).
- D. Department shall allow appropriate increases in agreed maximum amount should any substantial approved increase occur in the scope, character, schedule or complexity of services as outlined in the Statement of Work in EXHIBIT A. Contractor must have written approval of Department prior to commencing any such work. Moreover, Contractor shall not incur costs in excess of the maximum amount of such cost stated in this section unless an increase in such maximum amount is allowed by Department.
- Any such increase in the maximum amount shall be the subject of a supplemental contract to be negotiated between Department and Contractor after application therefrom by Contractor.
- E. Payment for extra work performed under this contract shall be paid as agreed to by the parties hereto in writing at the time extra work is authorized.
- F. Department reserves the right to withhold final payment equal to ~~ten~~ percent (10%) of the total contract amount until all required work is completed and accepted by the Department.
- G. Final payment of any balance due Contractor will be made promptly upon verification of completion and acceptance of the work by Department. Department, or their duly authorized agents, may audit Contractor's records prior to payment of the final billing. In no event shall the adjusted costs exceed the maximum amount specified above without a contract amendment.

EXHIBIT A

Part 3 of 3

CORPORATIONS

FOR UNIT PRICE ESTIMATES

CALCULATION OF OVERHEAD RATE

For the Year Ended _____, 199

Direct Labor		\$
Overhead Expenses*		
Payroll Expenses		
Vacation/Holiday/Sick Leave	\$	
Payroll Taxes		
Employee Insurance		
Total Payroll Expenses		\$
General and Administrative Expenses		
Indirect Labor		\$
Employee Education		
Auto Expense		
Repairs and Maintenance		
Travel		
Office Rent		
Utilities		
Equipment Rental		
Supplies		
Legal and Accounting		
Dues and Subscriptions		
General Insurance		
Depreciation		
Total General and Administrative Expenses		
Total Overhead Expenses		

Overhead Rate: Overhead Expenses = %
 Direct Labor

*Do not include:

Interest		Fines and Penalties
Contributions	Lobbying Costs	Losses on Other Contracts
Bad Debts		
Entertainment	Organization Costs	
Income Tax		Goodwill

The allowability of costs is dependent upon the standards in the Code of Federal Regulations (CFR) Title 48-Federal Acquisition Regulations System (FARS), Part 31, "Contractor Cost Principles and Procedures".

EXHIBIT A

Part 3 of 3

CORPORATIONS

FOR UNIT PRICE ESTIMATES

SUMMARY OF ESTIMATE FOR SERVICES

<u>Personnel</u>	<u>Hours</u>	<u>Billing Rate</u>	<u>Estimated Cost</u>
------------------	--------------	---------------------	-----------------------

Subtotal \$ _____

DIRECT NONLABOR COSTS

Travel and Per Diem \$ _____

Rent Expense \$ _____

Reproduction Expenses \$ _____

Computer Expense \$ _____

Communications \$ _____

Outside Consultants
(firm name and service) \$ _____

Other (specify) \$ _____

Subtotal \$ _____

TOTAL ESTIMATE \$ _____
TOTAL NOT TO EXCEED \$ _____

EXHIBIT A

Part 3 of 3

CORPORATIONS

FOR UNIT PRICE ESTIMATES

BREAKDOWN OF BILLING RATES AND
DIRECT NONLABOR COSTS

BILLING RATES

<u>Personnel</u>	<u>Pay Rate</u>	<u>Overhead</u>	<u>Profit</u>	<u>Billing Rate</u>
------------------	-----------------	-----------------	---------------	---------------------

DIRECT NONLABOR COSTS

Travel and per diem:

Per diem - _____ days at \$ _____ /day \$ _____

Air travel - _____ trips at \$ _____ \$ _____

_____ cars at \$ _____ per day for _____ days \$ _____

_____ miles at \$0.22/mile \$ _____

Total \$ _____

Rent expense:

Office Rent - \$ _____ per month for _____ months \$ _____

Equipment rental - \$ _____ per month for _____ months \$ _____

Total \$ _____

EXHIBIT A

Part 3 of 3

PARTNERSHIPS OR SOLE PROPRIETORS
FOR UNIT PRICE OR LUMP SUM ESTIMATES

BREAKDOWN OF DIRECT LABOR AND
DIRECT NONLABOR COSTS

DIRECT LABOR COST

<u>Personnel</u>	<u>Hours</u>	<u>Billing Rate</u>	<u>Estimated Cost</u>
------------------	--------------	---------------------	-----------------------

Total \$ _____

DIRECT NONLABOR COSTS

Travel and per diem:

Per diem - _____ days at \$ _____ /day \$ _____

Air travel - _____ trips at \$ _____ \$ _____

_____ cars at \$ _____ per day for _____ days \$ _____

_____ miles at \$0.22/mile \$ _____

Total \$ _____

Rent expense:

Office Rent - \$ _____ per month for _____ months \$ _____

Equipment rental - \$ _____ per month for _____ months \$ _____

Total \$ _____

EXHIBIT A

Part 3 of 3

PARTNERSHIPS OR SOLE PROPRIETORS
FOR UNIT PRICE OR LUMP SUM ESTIMATES
SUMMARY OF ESTIMATE FOR SERVICES

Direct labor cost \$ _____

DIRECT NONLABOR COSTS

Travel and Per Diem \$ _____

Rent Expense \$ _____

Reproduction Expenses \$ _____

Computer Expense \$ _____

Communications \$ _____

Outside Consultants
(firm name and service) \$ _____

Other (specify) \$ _____

Subtotal \$ _____

TOTAL ESTIMATE \$ _____

TOTAL NOT TO EXCEED/LUMP SUM \$ _____

EXHIBIT B

CONTRACTOR CERTIFICATION

Contractor certifies by signing this contract that Contractor has not:

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

Contractor further acknowledges 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.

AGENCY OFFICIAL CERTIFICATION (METRO)

Department official likewise certifies by signing this contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to:

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

2

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

EXHIBIT C

**FEDERAL PROVISIONS
METRO**

I. Certification of Noninvolvement in Any Debarment and Suspension

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

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

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

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

Exceptions:

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

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

II. Instructions for Certification Regarding Debarment, Suspension and Other Responsibility Matters -- Primary Covered Transactions

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

any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances..

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Oregon Department of Transportation's Program Section (telephone: 503/986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by Metro entering into this transaction.
7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled "Appendix B -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions," provided by Metro entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a

certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U.S. General Services Administration.

9. Nothing contained in the foregoing shall be construed to required establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Exception for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or Metro may terminate this transaction for cause or default.

III. Addendum to Form FHWA-1273, Required Contract Provisions

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

Appendix B of 49 CFR Part 29 -

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

Instructions for Certification

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or Metro with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

IV. Employment

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

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

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

V. Nondiscrimination

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

1. **Compliance with Regulations.** Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation

relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this Contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (title VII of the 1964 Civil Rights Act). During the performance of this Contract, Contractor agrees as follows:

- a. Contractor will not discriminate against any employee or applicant for employment

because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information and his facilities as may be determined by Metro, Oregon Department of Transportation or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination

provisions of the Contract, Metro shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including but not limited to:

- a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Metro or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, Metro may, at its option, enter into such litigation to protect the interests of Metro, and, in addition, Contractor may request Metro to enter into such litigation to protect the interests of the State of Oregon.

VI. Disadvantaged Business Enterprise (DBE) Policy

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

DBE Policy Statement

DBE Policy. It is the policy of the Metro that Disadvantaged Business Enterprises as defined in 49 CFR 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR 23 apply to this Contract.

DBE Obligations. Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts.

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

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

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

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

Contractor's DBE Contract Goal

DBE Goal 12 Percent

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

VII. Lobbying

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of

Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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Exhibit D

Metro

STATEMENT OF QUALIFICATIONS/STATEMENT OF PROPOSAL

(Project Title)

(Work Element)

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

**METRO****DISADVANTAGED BUSINESS ENTERPRISE (DBE) GUIDELINES**

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

DBE Policy Statement

It is the policy of Metro and the Oregon Department of Transportation (ODOT) that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR 23 apply to this contract.

DBE Obligations

Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts and subcontracts. Contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts.

To determine whether a Contractor who has failed to meet the assigned DBE goal may receive award of this contract, Metro must determine whether the efforts put forth by the Contractor were good faith efforts, as outlined in Metro Code Section 2.04.360 (a), toward meeting the goal.

The Disadvantaged Business Enterprises Compliance shall be completed, signed and included with the bid/proposal documents. The Utilization forms must be completed, signed and submitted by the close of business the next working day following the bid opening/proposal submission.

The Disadvantaged Business Enterprises Guidelines shall be included in all subcontracts entered into under this contract.

Records and Reports

Contractor shall provide monthly documentation to Metro that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Metro and obtain its written approval before replacing a DBE or making any change in the DBE participation identified. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Metro the good faith effort steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items.

Metro shall reserve the right, at all times during the period of any contract, to monitor compliance with the terms of Metro Code Chapter 2.04.300, Disadvantaged Business Enterprise Program (DBE Program) for Federally-Funded Contracts; Findings, Purpose and Authority, and the contract with any representation made by a Contractor prior to contract award pertaining to DBE participation in the contract. As well, the Liaison Officer may require, at any stage of contract completion, documented proof from the Contractor of actual DBE participation.

DBE Definition

Only firms certified by the State of Oregon Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Businesses, may be utilized to satisfy the DBE obligation.



METRO

DISADVANTAGED BUSINESS PROGRAM UTILIZATION FORM

Name of Metro Project: _____

Name of Contractor: _____

Address: _____

Phone: _____

The above-named Contractor intends to subcontract _____% of the total contract amount to the following Disadvantaged Business Enterprises (DBEs):

Name, Contact Person, Address & Phone of DBE Firms Contractor Anticipates Utilizing	Nature of Participation	Dollar Amount of Anticipated Subcontract
1.		\$
2.		\$
3.		\$
4.		\$

Total: \$ _____

Amount of Total Contract: \$ _____

DBE Percent of Total Contract: % _____

Authorized Signature

Date

THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED AT BID OPENING/PROPOSAL SUBMISSION



METRO

DISADVANTAGED BUSINESS PROGRAM COMPLIANCE FORM

(To be completed, signed and submitted with proposal)

Name of Metro Project: _____

Name of Contractor: _____

Address: _____

Phone: _____

In accordance with Metro's Disadvantaged Business Enterprises (DBE) Program, the above-named Contractor has fully met Metro's DBE Utilization Goal of ____% and will subcontract \$_____ to DBE(s).

If Contractor does not anticipate meeting Metro's DBE Utilization Goal, a signed copy of good faith efforts must be documented and attached to this form. Contact Metro's Risk & Contract Management division at (503) 797-1714 for good faith effort criteria.

Authorized Signature

Date

Agenda Item Number 6.3

Resolution No. 96-2401, For the Purpose of Reappointing Monica Hardy and Steve Schwab to the Solid Waste Rate Review Committee.

**Metro Council Meeting
Thursday, October 17, 1996
2:00 PM - Council Chamber**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF)	RESOLUTION NO. 96-2401
REAPPOINTING MONICA)	
HARDY AND STEVE SCHWAB)	
TO THE SOLID WASTE RATE)	Introduced by Mike Burton
REVIEW COMMITTEE)	Executive Officer

WHEREAS, Chapter 5.08 of the Metro Code provides for the establishment of a Rate Review Committee composed of seven members, including one Metro Councilor, who shall serve as Committee chair and who shall be appointed by the Council Presiding Officer, six other members who shall be appointed by the Executive Officer, subject to confirmation by the Council; and

WHEREAS, The term of the member serving as a citizen ratepayer and the term of a member serving as a person engaged in the business of hauling solid waste expires in September, 1996; and

WHEREAS, It is important that the Rate Review Committee maintain a high level of continuity as it considers a major solid waste rate restructuring proposal; and

WHEREAS, Monica Hardy, who serves as the "citizen ratepayer" member was originally appointed to the committee in October 1995 to complete the term of her predecessor, who resigned; and

WHEREAS, Monica Hardy is a resident of Multnomah County who is an active member of various organizations including the Board of Directors of the Metro area YMCA, the Oregon Bar Association and is an attorney with the Portland office of the law firm of Preston, Gates & Ellis and is well suited to carry out the duties of the citizen ratepayer member; and

WHEREAS the Executive Officer has recommended that Monica Hardy be reappointed to the committee for a full term; and

WHEREAS, Steve Schwab was recommended by the Tri-County Haulers Association to fill one of the positions designated for those engaged in the business of hauling solid waste and has served the initial term and was reappointed for a consecutive term; and

WHEREAS, the Executive Officer HAS recommended that Steve Schwab be reappointed for a period of one year; because of the primary need for continuity as the Committee examines solid waste rate restructuring; and

WHEREAS, The Regional Environmental Management Department has been proceeding carefully with a major rate restructuring project involving several regional "stakeholders," including members of the current Rate Review Committee; 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,

THAT the following individuals are confirmed for appointment to the Rate Review Committee, to fill the positions indicated: Monica Hardy for a full term as a member who is a citizen ratepayer; and Steve Schwab for a term of one year serving as a member engaged in the business of hauling solid waste.

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

Jon Kvistad, Presiding Officer

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 96-2401 FOR THE PURPOSE OF REAPPOINTING MONICA HARDY AND STEVE SCHWAB TO THE SOLID WASTE RATE REVIEW COMMITTEE.

Date: September 26, 1996

Presented by: Roosevelt Carter

FACTUAL BACKGROUND AND ANALYSIS

Ordinance No. 91-436A, Metro Code Chapter 5.08 establishes a seven-member solid waste rate review committee, six members of which are to be appointed by the Executive Officer, subject to confirmation by the Council. The members appointed by the Executive Officer shall include: Two persons engaged in the business of hauling solid waste; one person with business-related financial experience; one person with experience in establishing rates; one person involved with a local recycling or waste reduction program; and one citizen rate-payer. The seventh committee member shall be a Metro Councilor, who shall be appointed by the Council Presiding Officer.

The Regional Environmental Management Department has been carefully proceeding with a major rate restructuring project involving several regional "stakeholders," including members of the current Rate Review Committee. The outcome of this project could have a large impact on the regional solid waste disposal system as well as Metro and REM Department revenues. Due to the potential impact of the rate restructuring project, it is important that the Rate Review Committee maintain a high level of continuity as it considers any project proposals.

Monica Hardy, who serves as the "citizen rate payer" member was originally appointed to the committee in October 1995 to complete the term of her predecessor who resigned. Ms. Hardy is an attorney with the Portland office of the law firm of Preston, Gates & Ellis. Her area of practice is Municipal Bond Finance. Steve Schwab is a local solid waste hauler and was recommended by the Tri-County Haulers Association. Because of the primary concern of continuity noted above, the Executive Officer recommends that Monica Hardy be reappointed to the committee for a full term and that Steve Schwab be reappointed for a term of one year.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends that Resolution No. 96-2401 be adopted, confirming reappointment of Monica Hardy for a full term as the "citizen rate-payer" member of the committee and confirming the reappointment of Steve Schwab for one year as a "person engaged in the business of hauling solid waste" as a representative to the Solid Waste Rate Review Committee.

RC:clk

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STOEL RIVES LLP

A T T O R N E Y S

STANDARD INSURANCE CENTER
900 SW FIFTH AVENUE, SUITE 2300
PORTLAND, OREGON 97204-1268
Phone (503) 224-3380 Fax (503) 220-2480
TDD (503) 221-1045
Internet: www.stoel.com

October 17, 1996

ROBERT D. VAN BROCKLIN
Direct Dial
(503) 294-9660
email rdvanbrocklin@stoel.com

DELIVERED BY HAND

The Honorable Susan McLain, Chair
Growth Management Committee
Metro Council
600 NE Grand Avenue
Portland, OR 97232-2736

Re: Sites 69 and 70: Designation of Angel Property as Urban Reserve land

Dear Councilor McLain:

The purpose of this letter is to correct a misstatement in my October 8, 1996 letter to you about the above-referenced matter (see attached copy). The Angel property is actually 46 acres in size, not 44 acres as stated in my October 8 letter. Two of the 46 acres are within the current UGB. The remaining 44 acres are outside the UGB.

I apologize for any confusion this may have caused you or the other members of the Council's Growth Management Committee.

Please include this letter in the Growth Management Committee's record on this matter.

Best regards.

Sincerely,

Robert D. Van Brocklin

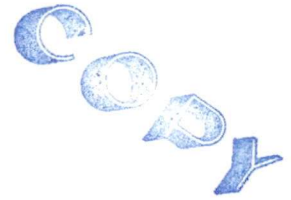
RVB:mlb
Enclosure

- cc: The Honorable Don Morrisette
- The Honorable Patricia McCaig
- Mr. John Fregonese
- Mr. Mark Turpel
- Mr. Joseph W. Angel
- Steven W. Abel, Esq.
- Steven L. Pfeiffer, Esq.

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October 8, 1996

ROBERT D. VAN BROCKLIN
Direct Dial
(503) 294-9660
email rdvanbrocklin@stoel.com

DELIVERED BY HAND

The Honorable Susan McLain
Chair
Growth Management Committee
Metro Council
600 NE Grand Avenue
Portland, OR 97232-2736

Re: Sites 69 and 70: Designation of Angel Property as Urban Reserve land

Dear Councilor McLain:

As you know, this office represents Joseph W. Angel in Metro's current proceedings to designate Urban Reserve land in the Portland metropolitan area. Please include this letter in the Growth Management Committee's hearing record on Urban Reserve land designations.

Mr. Angel owns property which is located at 5100 NW Skyline Boulevard near the intersection of NW Skyline Boulevard and NW Saltzman Road. All of the Angel property is within the City of Portland. The property is bisected by Skyline Boulevard. Two of the property's 44 acres, located south and west of Skyline Boulevard, are within the current Urban Growth Boundary ("UGB"). The remaining 42 acres are located north and east of Skyline Boulevard and are outside of the UGB. The Angel property is within Urban Reserve Study Areas ("URSA's") Sites 69 and 70.

On September 3, Metro Executive Officer Mike Burton recommended that 14,000 of the 23,000 acres of URSA lands be designated as Urban Reserve lands. His recommendation did not include either Site 69 or Site 70. The recommendation not to include Site 69 or Site 70, however, is based on an analysis which does not recognize several unique characteristics of the Angel property that do not generally exist in either Site 69 or Site 70. When these characteristics are taken into account, we believe they make the case for designating the Angel

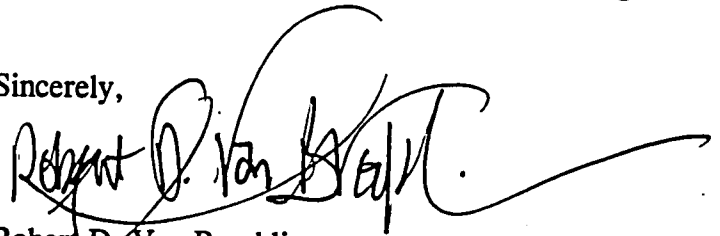
STOEL RIVES LLP

The Honorable Susan McLain
October 8, 1996
Page 2

property as Urban Reserve land regardless of how the remaining property within Sites 69 and 70 is designated.

We are currently completing a review of the technical information and assumptions which underlie the Executive Officer's recommendation to exclude the Angel property from designation as Urban Reserve land. We will provide the full Council with a detailed response to the Executive Officer's recommendation during the November Council hearings regarding urban Reserve land designations.

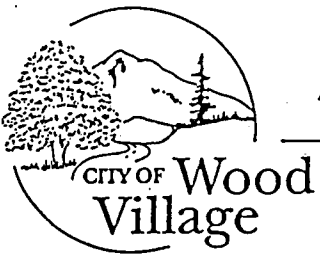
Sincerely,



Robert D. Van Brocklin

RVB:mlb

cc: The Honorable Don Morrissette
The Honorable Patricia McCaig
Mr. John Fregonese
Mr. Mark Turpel
Mr. Joseph W. Angel
Steven W. Abel, Esq.
Steven L. Pfeiffer, Esq.



Mayor Donald L. Robertson Council President William J. Stewart Councilors Timothy R. Fier Janet Van de Riet Steven D. Rodrigues

September 11, 1996

Mike Burton, Executive Officer
Metro Regional Center
600 NE Grand Avenue
Portland, OR 97232-2736

SEP 13 1996

RE: Functional Plan Map

Dear Mr. Burton:

As you know, the City of Wood Village has been working for a number of months on its Zoning Code and Comprehensive Plan provisions to guide redevelopment of the Multnomah Kennel Club property. A portion of that site is currently identified on Metro's Functional Plan map as an employment area. The Wood Village Planning Commission took action at its July 15th special meeting giving conceptual approval to changing the Comprehensive Plan designation and zoning of the Multnomah Kennel Club property from Light Industrial to Commercial/Residential Mixed Use and therefore, the City believes that the employment area designation would limit the uses that the City desires to have on the site. The City further believes that the Town Center designation is a more appropriate designation for the entire site.

In our conversations, you have stated that Metro will respect whatever choices the City of Wood Village makes for the property in terms of designation. However, with the imminent adoption of the functional plan, the City is concerned that there are no formal procedures for changing the designation of the site. By this letter, the City of Wood Village respectfully requests that Metro remove the "employment area" designation from the Multnomah Kennel Club property prior to adoption of Metro's Functional Plan. Only with such a redesignation can the City take the necessary time and thoughtfulness it will take to ensure that this property is redeveloped appropriately.

Please include this letter in the Metro Council's record of its deliberations on the Functional Plan. Thank you for your consideration of our request and thank you for the helpful assistance of your staff in this process.

Sincerely,

Handwritten signature of Sheila M. Ritz

Sheila M. Ritz
City Administrator

SMR:jb

C: John Fregonese, Director Growth Management
Wood Village City Council
City Attorney
Clark Wardle, MKC

Douglas W. Bollam

3072 Lakeview Blvd.
Lake Oswego, OR 97035
503/221-0505

October 17, 1996

Hand Delivered

Councilor Ruth McFarland
Metro Council
METRO
600 NE Grand Avenue
Portland, OR 97232-2736

RE: Page 2 of proposed McLain amendment #2A to Functional Plan

- 45 c. Replacement, Additions, and alterations and accessory uses for existing
- 46 structures ~~and development~~ that do not encroach into the Water Quality and Flood
- 47 Management Area more than the existing structure or development.

Dear Councilor McFarland:

I partially support the above proposed amendment. The portion I do not support is the removal and deletion of the words "and development" on line 46. For example, if the words "and development" are not kept in the definition it would prohibit anyone with an existing gravel driveway within the Water Quality and Flood Management Area to not be able to add more than one dump truck load of gravel onto their existing driveway. Nor would it enable someone with an existing driveway to widen it, even though it would be widened so as to not encroach into the Water Quality and Flood Management Area more than the existing development or driveway. The same would apply also to someone who wishes to asphalt their existing driveway.

I strongly recommend the words "and development" be retained in their present form on line 46. If METRO does not allow people with established existing development within the Water Quality and Flood Management Area to reasonably repair or alter their existing development, they will create a great deal of hardship and ill will amongst the community. I do not think this is the intent METRO wishes to impose on the region.

For the sake of broad scale community support of METRO's proposed Functional Plan, I urge you to accept Councilor Susan McLain's amendment #2A to the Functional Plan except for the deletion of the words "and development" on line 46.

Sincerely,

Douglas W. Bollam



METRO

TO: Jon Kvistad, Presiding Officer
Susan McLain, Chair,
Growth Management Committee

FROM: Michael Morrissey
Staff

DATE: October 16, 1996

RE: Councilor Proposed Amendments to Functional Plan for Action at October
17 Council Meeting

METRO URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
PROPOSED AMENDMENTS *** (All amendments listed are contained in this packet,
arranged by title)

The following amendments were approved at a council work session on **October 3, 1996:**

- Kvistad #2: Title 4, Employment and Industrial Areas--map change.
- Kvistad #3: Title 6, Regional Accessibility--boulevard design map change.
- McLain #4: Title 2, Regional Parking Policy--maximum parking ratios.
- Morissette #3: Title 1, Requirements for Housing and Employment
Accommodation--accessory units.

The following amendments were approved at the council work session **October 10, 1996**

- McLain #3, Title 1, Requirements for Housing and Employment Accommodation,
section 3, design type and density.
- Monroe #1, Title 6, Clarification draft of Title 6, Regional Accessibility on
Transportation

The following amendments are active proposals, available for discussion and/or vote:

- *Kvistad #4a, Title 4, Deletion of Title 4.
- *Kvistad #5, Title 4, Limit Application, Delay Effective Date.
- *McCaig #1, Titles 2, 8 and 10, Changes Parking Requirement "Adjustment"
Process to "Variance" Process.
- *McCaig #2, Title 8, Compliance Interpretation/Citizen Review ** (Work in
progress--may be further modifications.)
- *McCaig #3, Title 9, Performance Measures Amendments ** (Work in progress--
may be further modifications.)
- *McFarland #2, Title 4, Employment & Industrial Areas Map Change

McLain #2, Titles 1, 8 and 10. Consistency/clarification redraft by Office of General Counsel.

*McLain #2A, Definitions Amendments for Titles 1,2,3,6, and 8.

*McLain #6, Title 4, Retail in Employment and Industrial Areas.
Title 8, Compliance Procedures.

*McLain #7, Title 2, Clarifications

*McLain #8, Title 1, Minimum Densities, Employment

*McLain #9, Title 1, Accessory Unit Clarification

Morissette #9, Title 9, Performance Measures.

Washington #1, Title 7, Affordable Housing--"fair share" strategy.

*Washington #2, Title 4, Employment and Industrial Areas Map Change

*introduced on or after October 10

mm

Title 1

1

**URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
McLain Amendment No. 2**

(Title 1, Requirements for Housing and Employment Accommodation,
Title 8, Compliance Procedures, and Title 10, Definitions)

In the August 23, 1996, draft of the Urban Growth Management Functional Plan, Titles 1 and 8 and portions of Title 10 are amended as follows:

“REGIONAL FUNCTIONAL PLAN REQUIREMENTS

**TITLE 1: REQUIREMENTS FOR HOUSING AND EMPLOYMENT
ACCOMMODATION**

Section 1. Intent

State law and Metro code require that the Metro urban growth boundary (UGB) have sufficient capacity to accommodate the expected growth for 20 years. It is Metro policy to minimize the amount of urban growth boundary expansion required for the expected population and employment growth by the year 2017 consistent with all Statewide Goals. To accomplish further that policy, it is beneficial and desirable for Metro to require actions intended to increase the capacity of land available for development of land within the UGB. Increasing the capacity of land within the UGB will include increasing in requiring changes for appropriate locations in both the rate of development permitted per acre (density) and the rate at which housing and employment are actually built within the UGB. Development consistent with the design types of the Metro 2040 Growth Concept will focus these efforts. As a matter of regional policy, Each city and county must contribute its fair share to increasing the development capacity of land within the UGB.

Metro will work with local jurisdictions to develop a set of region-wide community development code provisions, standards and other regulations which local jurisdictions may adopt that will help implement the 2040 Growth Concept and this Functional Plan. Included in this project will be a review of development standards in support of smaller lots and more flexible use of land, strategies to encourage land assembly, more flexible zoning and improvements in the pre-application process to ensure timely and thorough review and to provide for early involvement by the public to address neighborhood concerns and assure community acceptance of these changes.

Section 32. Methods to Increase Expected Capacity Required for All Local Governments

All cities and counties within Metro are required to include within their comprehensive plans and implementing ordinances the following provisions:

A. All zones allowing residential use shall include a minimum density standard that requires which provides that no land-use decision development application, including a partition or subdivision, may be approved unless the proposed action development will provide that no less than result in the building of 80 percent or more of the maximum number of dwelling units per net acre permitted for development are approved for development by the zoning designation for the site. No comprehensive plan provision, implementing ordinance or local process (such as site or design review) may be applied and or no condition of approval may limit development be imposed that would have the effect of reducing the density to less than 80 percent of the maximum permitted density. For high density zones with maximum ~~permitted-zoned~~ density higher than 37 dwelling units per net acre, the minimum residential density may be 30 dwelling units per net acre if that density is consistent with the ~~target-densities~~ listed in ~~sub~~Section B3.A., below.

~~CB.~~ Cities and counties shall not prohibit partitioning or subdividing inside the Metro urban growth boundary where existing lot sizes are two or more times that of the minimum lot size in the development code.

Section 3. Design Type Density Requirement

~~BA.~~ For the area of each 2040 Growth Concept design type, local comprehensive plans and implementing ordinances shall permit, at least, the following ~~target-densities~~ for housing and employment:

- Central City - 250 persons per acre
- Regional Centers - 60 persons per acre
- Station Communities - 45 persons per acre
- Town Centers - 40 persons per acre
- Main Streets - 39 persons per acre
- Corridor - 25 persons per acre
- Employment Areas - 20 persons per acre
- Industrial Areas - 9 employees per acre
- Inner Neighborhoods - 14 persons per acre
- Outer Neighborhoods - 13 persons per acre
- ~~Employment Areas - 11 persons per acre~~

~~B.~~ The boundaries of the area for each 2040 Growth Concept design type, including Industrial and Employment Areas, shall be determined by the city or county consistent with the general locations shown on the 2040 Growth Concept Map. For any area designated as a neighborhood area, the plans and implementing ordinances shall not permit-allow a target density equal to or greater than the target density for any non-neighborhood design type.

~~C.~~ Cities and counties shall not prohibit partitioning or subdividing inside the Metro urban growth boundary where existing lot sizes are two or more times that of the minimum lot size in the development code.

Section 4. Requirement to Increase Capacity If Recent Development At Low Density

~~DA.~~ Review All cities and counties shall ~~determine~~ whether actual built densities during 1990-1995 were less than 80 percent of ~~permitted~~ maximum zoned densities. The 1990-1995 actual built densities within its jurisdiction shall be compared with ~~permitted~~ zoned densities for housing units and employment during that period. This comparison shall be conducted using the following methods:

1. Residential and employment developments to be analyzed shall be those which were permitted by a land use action and constructed during the period from 1990 to 1995, and residential density shall be measured in households per net developed acre.¹
2. Employment performance shall be measured by comparing the actual jurisdiction-wide increase during the years 1990-1995 with the jurisdiction-wide increase listed in Table 1. This shall include only those developments that received approval under the implementing ordinances during this period.

~~B.~~ 4. If the capacity calculations reflect that, during comparison of actual built densities to maximum zoned densities for the period 1990-1995, indicates that actual built densities were less than 80 percent of ~~permitted~~ maximum zoned densities, the jurisdiction city or county shall also demonstrate that it has considered and adopted at least two of the following methods to increase capacity:

- a. Financial incentives for higher density housing;
- b. Provisions permitting additional density beyond that generally allowed in the zoning district in exchange for amenities and features provided by the developer;
- c. Removal or easing of approval standards or procedures;
- d. Redevelopment and infill strategies;
- e. Authorization of housing types not previously allowed by the plan or regulations; and
- ~~f. Adoption of an average residential density standard.~~

Section 4 5. Review of Permitted-Determine-ation of Calculated Expected Capacity of Housing Units and Employment

The purpose of this ~~review section~~ is to have require each city and county within the Metro region to determine the housing and employment capacity of its existing comprehensive plans and implementing ordinances, to accommodate housing and employment and to determine the expected calculated capacity for housing and employment by the method in this section, and increase calculated capacity, if necessary, to achieve the functional plan capacities in Table 1, whether amendments to existing plans are necessary to comply with Section 2 of this Title. Each city and county within the Metro region is hereby required to complete the following steps:

¹ See definitions.

A. ~~Review the permitted capacity of its current comprehensive plan, and calculate the expected capacity of housing units and employment by the year 2017 from the plan.~~ Determine the expected calculated capacity of housing units and employment by the year 2017 from the plan, using the zoned capacity² of its current comprehensive plan and implementing ordinances.

1. Cities and counties shall use Metro estimates of vacant land, and land likely to redevelop, unless the local government has data that it believes is more accurate. In this case, the local government may provide Metro the following:
 - a. The source of the data;
 - b. The reasons that the locally developed data is a more accurate estimate than the Metro estimate of vacant and redevelopable land;
 - c. The database from which the above were derived;
 - d. The database of committed development lands.

Cities and counties may use their data, subject to acceptance by the Metro Council or its designee, after ~~Metro staff~~ the Executive Officer determines that the city or county data ~~is~~ may be more accurate than the Metro data. The Executive Officer shall notify the Metro Council of each instance in which the data submitted by a city or county is determined by ~~Metro staff~~ the Executive Officer to be less accurate than Metro data.

2. In ~~estimating expected~~ determining the calculated capacity of existing comprehensive plans and implementing ordinances, ~~local governments~~ cities and counties shall not estimate ~~expected~~ use a calculated capacity for households of at more than 80 percent of maximum permitted zoned residential density, unless:
 - a. Actual experience in the jurisdiction since 1990 has shown that development has occurred at density greater than 80 percent of permitted zoned residential density; or
 - b. Minimum density standards are adopted or proposed for adoption in the zoning code that require residential development at greater than 80 percent of maximum permitted zoned residential density.

3. Jurisdictions calculating capacity through the use of density bonus provisions may consider transfers, including off-site transfers, only upon demonstration that previous approvals of all density transfers within the past 5 years have resulted in an average of at least 80 percent of maximum permitted zoned densities actually being built.

~~4.1-~~ The capacity calculation shall used only those development types that are a permitted use allowed in the development code. Any discretionary decision must

² See Title 10, Definitions, "~~permitted zoned capacity~~" and "~~expected calculated capacity~~."

not diminish the permitted zoned density if it is to be counted as a part of expected capacity; and

5-3. Cities and counties, in coordination with special districts, shall demonstrate that they have reviewed their public facility capacities and plans to assure that planned public facilities can be provided, to accommodate growth the calculated capacity within the plan period, and

B. Calculate the increases in expected housing units and employment by the year 2017 from any proposed changes to the current comprehensive plans and implementing ordinances that must be adopted to comply with Section 32 of this Title and add the increases to the calculation of expected capacities.

C. Determine the effect of each of the following on expected calculated capacities, and include the effect in the calculation of expected any resulting increase or decrease in calculated capacities:

1. Required dedications for public streets, consistent with the Regional Accessibility Title;
2. Off-street parking requirements, consistent with this functional plan;
3. Landscaping, setback, and maximum lot coverage requirements;
4. The effects of tree preservation ordinances, environmental protection ordinances, view preservation ordinances, solar access ordinances, or any other regulations that may have the effect of reducing the capacity of the land to develop at the permitted-zoned density;
5. The effects of areas dedicated to bio-swales, storm water retention, open space dedications, and other requirements of local codes that may reduce the capacity of the land to develop at the permitted-zoned density.

AD. ~~If any of the expected calculated capacityies estimates developed are determined under Section 4 are to be less than any of the city's or county's target functional plan housing and employment capacities in Table 1, either jurisdiction-wide or in mixed-use areas, or both, then the city or county shall comply with the performance standards in Section 236 of this Title by amending its comprehensive plans and implementing ordinances to increase its expected calculated capacityies, as needed, to comply with the expected calculated capacities required capacities in Table 1.~~

GE. ~~Exceptions to the Section 26.B requirement that target functional plan capacities be demonstrated can~~ may be requested according to Title 8 if a city or county determines that any expected calculated capacity requirement in Table 1 cannot be achieved after implementation of Section 2, A 3 and Section 5 4 policies to increase expected capacities.

Section 236. Local Plan Accommodation of Expected Growth Capacity for Housing and Employment—Performance Standard

All cities and counties within Metro shall demonstrate that:

- ~~BA.~~ The provisions methods and plan required ments set forth in Sections 23 through 6 of this Title have been adopted or followed included in comprehensive plans and implementing ordinances; and that
- ~~AB.~~ Their zZoning and other regulations Using the computation method in Section 5, including the minimum residential density provisions required in Section 2, calculated capacities will achieve the functional plan capacities will permit allow the target capacities for housing units and employment contained in Table 1 in the Appendix to this plan, including both jurisdiction-wide expected capacities, as well as and capacities for mixed-use areas; and that
- C. Effective measures have been taken to reasonably assure that the expected capacities will be built for housing units and employment; and that
- D. Expected development has been permitted at locations and densities likely to be achieved during the 20-year planning period by the private market or assisted housing programs, once all new regulations are in effect.

~~Metro will work with local jurisdictions to develop a set of region wide community development code provisions, standards and other regulations which local jurisdictions may adopt that will help implement the 2040 Growth Concept and this Functional Plan. Included in this project will be a review of development standards in support of smaller lots and more flexible use of land, strategies to encourage land assembly, more flexible zoning and improvements in the pre-application process to ensure timely and thorough review and to provide for early involvement by the public to address neighborhood concerns and assure community acceptance of these changes.~~

- ~~D. Review whether actual built densities during 1990-1995 were less than 80 percent of permitted densities. The 1990-1995 actual built densities within its jurisdiction shall be compared with permitted densities for housing units and employment during that period. This comparison shall be conducted using the following methods:~~
 - ~~1. Residential and employment developments to be analyzed shall be those which were permitted by a land use action and constructed during the period from 1990 to 1995, and residential density shall be measured in households per net developed acre.³ -~~
 - ~~2. Employment performance shall be measured by comparing the actual jurisdiction-wide increase during the years 1990-1995 with the jurisdiction wide increase~~

³ See definitions.

~~listed in Table 1. This shall include only those developments that received approval under the implementing ordinances during this period.~~

~~If the average of actual built densities for 1990-1995 was less than 80 percent of permitted densities, cities and counties must address the reasons for not achieving higher densities in calculating their expected capacities.~~

~~Section 5. Requirement to Increase Expected Capacity~~

~~A. If the expected capacity estimates developed under Section 4 are less than the city's or county's target housing and employment capacities in Table 1, either jurisdiction wide or in mixed use areas, or both, then the city or county shall comply with Section 2 of this Title by amending its comprehensive plans and implementing ordinances to increase its expected capacity to comply with the required capacities in Table 1.~~

~~B. A capacity calculation including amendments to increase capacity shall be made according to the same methodology the jurisdiction used in Section 4. The jurisdiction shall demonstrate at least the following in calculating capacities for housing and employment;~~

~~1. The capacity calculation used only those development types that are a permitted use in the development code. Any discretionary decision must not diminish the permitted density if it is to be counted as a part of expected capacity; and~~

~~2. Expected capacity has been determined by accounting for all development code requirements that may have the effect of reducing capacity, including those listed in Section 4.C above; and~~

~~3. Cities and counties, in coordination with special districts, have reviewed their public facility capacities and plans to assure that planned public facilities can be provided, to accommodate growth within the plan period; and~~

~~4. If the capacity calculations reflect that, during the period 1990-1995, actual built densities were less than 80 percent of permitted densities, the jurisdiction shall also demonstrate that it has considered and adopted at least two of the following methods to increase capacity:~~

~~a. Financial incentives for higher density housing;~~

~~b. Provisions permitting additional density beyond that generally allowed in the zoning district in exchange for amenities and features provided by the developer;~~

~~c. Removal or easing of approval standards or procedures;~~

~~d. Redevelopment and infill strategies;~~

~~e. Authorization of housing types not previously allowed by the plan or regulations; and~~

~~f. Adoption of an average residential density standard.~~

~~C. Exceptions can be requested according to Title 8 if a city or county determines that any expected capacity requirement in Table 1 cannot be achieved after implementation of policies to increase expected capacities."~~

At Line 946, "Permitted Capacity" is changed to "Zoned Capacity," which is inserted at Line 975 as follows:

"Zoned Capacity means the highest number of households or employees that are allowed to be contained in an area by zoning and other local jurisdiction regulations."

At Line 975, Table 1 is amended as follows:

City or County	Dwelling Unit Capacity ¹	Job Capacity	Mixed Use Areas ²	
			Household Dwelling Unit Capacity	Job Increase
Beaverton	15,021	25,122	9,019	19,084
Cornelius	1,019	2,812	48	335
Durham	262	498	0	0
Fairview	2,921	5,689	635	2,745
Forest Grove	2,873	5,488	67	628
Gladstone	600	1,530	20	140
Gresham	16,817	23,753	3,146	9,695
Happy Valley	2,030	1,767	52	245
Hillsboro	14,812	58,247	9,758	20,338
Johnson City	168	180	0	0
King City	182	241	55	184
Lake Oswego	3,353	8,179	446	3,022
Maywood Park	27	5	0	0
Milwaukie	3,514	7,478	2,571	6,444
Oregon City	6,157	8,185	341	2,341
Portland	70,704	158,503	26,960	100,087
River Grove	(15)	41	0	0
Sherwood	5,010	8,156	1,108	3,585
Tigard	6,073	14,901	981	8,026
Troutdale	3,789	5,570	107	267
Tualatin	3,635	9,794	1,248	2,069
West Linn	2,577	2,114	0	594
Wilsonville	4,425	15,030	743	4,952
Wood Village	423	736	68	211
Clackamas County ³	19,530	42,685	1,661	13,886
Multnomah County ³	3,089	2,381	0	0
Washington County ³	54,999	52,578	13,273	25,450
	243,993	461,633		

¹ Based on Housing Needs Analysis. Applies to existing city limits as of June, 1996. Annexations to cities would include the city assuming responsibility for livable share. Target Capacity previously accommodated in unincorporated county.

² Target densities for mixed use areas are: Central City - about 250 persons per acre; regional centers - about 60 ppa; town centers 40 ppa.; station communities - about 45 ppa.; main streets about 39 ppa.

³ Standards apply to the urban unincorporated portion of the county only. At the request of cities, Metro may also supply targets Functional Plan capacities for planning areas for cities in addition to the existing boundary targets cited above.

**URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
McLain Amendment No. 8**

(Title 1, Minimum Densities, Employment)

Title 1 of the August 23, 1996, draft of the Urban Growth Management Functional Plan, at Line 117, is amended as follows:

“... may be 30 dwelling units per net acre, if that density is consistent with target densities listed in subsection B, below. This minimum density standard does not apply (1) outside the urban growth boundary, (2) inside areas designated as open space on the attached Open Spaces Map, (3) inside areas designated as unbuildable on the attached Open Spaces Map, and (4) to include the density bonus for zones that allow them.”

Title 1 at Line 87 is amended as follows:

“Their zoning and other regulations will permit the target capacity for housing units and full-time and part-time jobs employment contained in Table 1 ...”

URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
Morissette Amendment

(Title 1, Accessory Unit Clarification)

“D. The purpose of these provisions is to: (1) provide homeowners with flexibility in establishing separate living quarters within or adjacent to their homes for the purpose of caring for elderly parents, providing housing for their children, companionship, security, services, or other purposes; (2) increase the supply of affordable units within the community; and (3) ensure that the development of accessory dwelling units does not cause unanticipated impacts on the character or stability of single family neighborhoods.

Cities and counties shall not prohibit the construction of at least one accessory unit within any allowed detached single family dwelling unit that is permitted to be built in any zone inside the Metro urban growth boundary. Cities and counties may make reasonable regulations on accessory units provided restrictions are not made that prohibit rental occupancy, separate access, and full kitchens in the accessory units. Minimum square footage restrictions for accessory units may be enacted provided that minimums are no higher than 800 square feet.

**URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
McLain Amendment No. 9**

(Title 1, Accessory Unit Clarification)

Title 1 of the August 23, 1996, draft of the Urban Growth Management Functional Plan, after Line 139, is amended as follows:

"D. Cities and counties shall not prohibit the construction of at least one accessory unit within any allowed detached single family dwelling unit that is permitted to be built in any zone inside the urban growth boundary. Reasonable regulations of accessory units may include, but are not limited to, size, lighting, entrances and owner occupancy."

Passed Oct 10¹
1-12

**URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
McLain Amendment No. 3**

(Title 1, Section 3, Design Type Densities)

In the August 23, 1996 draft of the Urban Growth Management Functional Plan, Title 1, Section 3 at lines 120 to 139 is separated into a new Section 3 requirement to establish design type boundaries and a new Section of Title 1 recommending design type densities:

"Section 3. Design Type Boundaries Requirement

For each of the following 2040 Growth Concept design types, city and county comprehensive plans shall be amended to include the boundaries of each area, determined by the city or county consistent with the general locations shown on the 2040 Growth Concept Map:

Central City--Downtown Portland is the Central City which serves as the major regional center, an employment and cultural center for the metropolitan area.

Regional Centers--Nine regional centers will become the focus of compact development, redevelopment and high-quality transit service and multimodal street networks.

Station Communities--Nodes of development centered approximately one-half mile around a light rail or high capacity transit station that feature a high-quality pedestrian environment.

Town Centers--Local retail and services will be provided in town centers with compact development and transit service.

Main Streets--Neighborhoods will be served by main streets with retail and service developments served by transit.

Corridors--Along good quality transit lines, corridors feature a high-quality pedestrian environment, convenient access to transit, and somewhat higher than current densities.

Employment Areas--Various types of employment and some residential development are encouraged in employment areas with limited commercial uses.

Industrial Areas--Industrial areas are set aside primarily for industrial activities with limited supporting uses.

Inner Neighborhoods--Residential areas accessible to employment and neighborhood businesses with smaller lot sizes are inner neighborhoods.

Outer Neighborhoods--Residential neighborhoods farther away from large employment centers with larger lot sizes and lower densities are outer neighborhoods."

“Section __. Design Type Density Recommendations:

For the area of each of the 2040 Growth Concept design types, the following average densities for housing and employment are recommended to cities and counties:

**Central City - 250 persons per acre
Regional Centers - 60 persons per acre
Station Communities - 45 persons per acre
Town Centers - 40 persons per acre
Main Streets - 39 persons per acre
Corridor - 25 persons per acre
Employment Areas - 20 persons per acre
Industrial Areas - 9 employees per acre
Inner Neighborhoods - 14 persons per acre
Outer Neighborhoods - 13 persons per acre”**

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Passed Oct 3
1-14

**URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
Morissette Amendment No. 3**

(Accessory Units Allowed)

On page 4 of the August 23, 1996, Plan, after Line 139 add:

- "D. Cities and counties shall not prohibit the construction of at least one accessory unit within any allowed single family dwelling unit that is permitted to be built in any zone."

Title 2

2

**URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
McCaig Amendment No. 1**

(Parking Requirement "Adjustment" Process to Variance Process)

Title 2 and Title 8 of the August 23, 1996 draft of the Urban Growth Management Functional Plan, at lines 274-276, 278-279, 297, and 771, to change the required "adjustment" process to a traditional variance process, and Title 10 is amended to add a definition of variance as follows:

lines 274-276:

~~"Ensure that~~ **Establish** an administrative or public hearing process for considering ratios for individual or joint developments to allow a variance adjustment for parking when:"

lines 278-279:

~~"Cities and counties Local governments~~ may grant an variance adjustment from any maximum parking ratios ~~or and~~ minimum parking ratios through an adjustment variance process."

line 297:

". . . including the application of any variances ~~local adjustments~~ to the regional standards in this title."

line 771:

"The burden of proof for an variance adjustment shall increase based on the quality and timing of transit service."

Add to Title 10 Definitions:

"Variance means a discretionary decision to permit modification of the terms of an implementing ordinance based on a demonstration of unusual hardship or exceptional circumstances unique to a specific property."

**URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
McLain Amendment No. 7**

(Title 2, Clarifications)

The August 23, 1996, draft of the Urban Growth Management Functional Plan, Title 2 as amended by McLain Amendment No. 4 (Maximum Parking Ratios), is amended as follows:

TITLE 2: REGIONAL PARKING POLICY

Section 1. Intent

The State's Transportation Planning ~~Rule~~ calls for ~~per capita~~ reductions in of vehicle miles traveled per capita and restrictions on construction of new parking spaces as a means of responding to transportation and land use impacts of growth. The Metro 2040 Growth Concept calls for more compact development as a means to encourage more efficient use of land, promote non-auto trips and protect air quality. In addition, the federally mandated air quality plan adopted by the state relies on the 2040 Growth Concept fully achieving its transportation objectives. Notably, ~~the~~ air quality plan relies upon reducing vehicle trips per capita and related parking spaces through minimum and maximum parking ratios. This title ~~is provided to~~ addresses these ~~statutory~~ state and federal requirements and preserves the quality of life of the region.

A compact urban form requires that each use of land is carefully considered and that more efficient forms are favored over less efficient ones. Parking, especially that provided in new developments, can result in a less efficient land usage and lower floor to area ratios. Parking also has implications for transportation. In areas where transit is provided or other non-auto modes (walking, biking) are convenient, less parking can be provided and still allow accessibility and mobility for all modes, including autos. Reductions in auto trips when substituted by non-auto modes can reduce congestion and increase air quality.

Section 2. Performance Standard

A. ~~Local Governments~~ Cities and counties are hereby required to ~~adopt~~ amendments, if necessary, to ~~insure~~ that their comprehensive plans and implementing regulations, if necessary, to meet or exceed the following minimum standards:

1. ~~R~~ Cities and counties shall require ~~no~~ more parking than the minimum as shown on Regional Parking Standards Table, attached hereto; and
2. ~~E~~ Cities and counties shall establish parking maximums at ratios no greater than those listed in the Parking Table and as illustrated in the Parking Maximum Map for Zone A. The designation of the A and B zones on the Parking Maximum Map should be reviewed after the completion of the Regional Transportation Plan and every five three years thereafter. If 20-minute peak hour transit bus service has become available to an area within a one-quarter mile walking distance for bus transit or one-half mile walking distance for light rail transit, that area shall be added to Zone A. If 20-minute peak hour transit bus service is no longer available to an area within a one-quarter mile walking distance for bus transit or one-half

mile walking distance for light rail transit, that area shall be removed from Zone A. ~~For all urban areas outside Zone A, parking space maximums no greater than those listed in Zone B in the Parking Table and as illustrated in the Parking Maximum map are recommended.~~ ~~Local governments~~ Cities and counties should designate Zone A parking ratios in areas with good pedestrian access to commercial or employment areas (within 1/3 mile walk) from adjacent residential areas.

3. ~~E~~ Cities and counties shall ensure that an administrative or public hearing process for considering ratios for individual or joint developments allow adjustment for parking when a development application is received which may result in approval of construction of parking spaces either:

- a. ~~in excess of the maximum parking ratios; or and~~
- b. ~~less than the minimum parking ratios.~~

~~Local governments~~ Cities and counties may grant an adjustment from maximum parking ratios or minimum parking ratios through an adjustment or variance process.

- B. Free surface parking spaces shall be subject to the regional parking maximums provided for Zone A. Parking spaces in parking structures, fleet parking, parking for vehicles that are for sale, lease, or rent, employee car pool parking spaces, dedicated valet parking spaces, spaces that are user paid, market rate parking or other high-efficiency parking management alternatives may be exempted from maximum parking standards by cities and counties. Sites that are proposed for redevelopment may be allowed to phase in reductions as a local option. Where mixed land uses are proposed, ~~local governments~~ cities and counties shall provide for blended parking rates. It is recommended that cities and counties ~~local governments~~ count adjacent on-street parking spaces, nearby public parking and shared parking toward required parking minimum standards.
- C. ~~Local Governments~~ Cities and counties may use categories or measurement standards other than those in the Parking Table, but must provide findings that the effect of the local regulations will be substantially the same as the application of the Regional Parking Ratios.
- D. ~~Local governments~~ Cities and counties shall monitor and provide the following data to Metro on an annual basis:
1. the number and location of newly developed parking spaces, and
 2. demonstration of compliance with the minimum and maximum parking standards, including the application of any local adjustments to the regional standards in this title. Coordination with Metro collection of other building data should be encouraged.

Passed Oct 3

2-4

**URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
McLain Amendment No. 4**

(Title 2, Maximum Parking Ratios)

In the August 23, 1996 draft of the Urban Growth Management Functional Plan, Title 2, Section 2, and the Regional Parking Ratios Table are amended to recommend, not require, Zone B Maximum Permitted Parking Ratios:

Section 2.A.2., at lines 264 to 273, the requirement for Maximum Permitted Parking Ratios in Zone B is changed as follows:

- "2. Establish parking maximums at ratios no greater than those listed in the Parking Table and as illustrated in the Parking Maximum Map for Zone A. The designation of A and B zones on the Parking Maximum Map should be reviewed every five years. If 20-minute bus service has become available to an area within a one-quarter mile walking distance, that area shall be added to Zone A. If 20-minute bus service is no longer available to an area within a one-quarter mile walking distance, that area shall be removed from Zone A. and if necessary, revised to reflect changes in public transportation and in pedestrian support from adjacent neighborhoods. For all urban areas outside Zone A, ~~cities and counties shall establish parking space maximums no greater than those listed in Zone B in the Parking Table and as illustrated in the Parking Maximum map~~ are recommended. Local governments should designate Zone A parking ratios in areas with good pedestrian access to commercial or employment areas (within 1/3 mile walk) from adjacent residential areas."

The Regional Parking Ratios Table is amended (attached) to indicate that Maximum Permitted Parking Ratios for Zone B are recommended.

Regional Parking Ratios (parking ratios are based on spaces per 1,000 sq ft of gross leasable area unless otherwise stated)			
Land Use	Minimum Parking Requirements (See) Central City Transportation Management Plan for downtown Portland stds)	Maximum Permitted Parking - Zone A:	Maximum Permitted Parking Ratios - Zone B: <u>(Recommended)</u>
	Requirements may Not Exceed	Transit and Pedestrian Accessible Areas ¹	Rest of Region
General Office (includes Office Park, "Flex-Space", Government Office & misc. Services) (gsf)	2.7	3.4	4.1
Light Industrial Industrial Park Manufacturing (gsf)	1.6	None	None
Warehouse (gross square feet; parking ratios apply to warehouses 150,000 gsf or greater)	0.3	0.4	0.5
Schools: College/ University & High School (spaces/# of students and staff)	0.2	0.3	0.3
Tennis Racquetball Court	1.0	1.3	1.5
Sports Club/Recreation Facilities	4.3	5.4	6.5
Retail/Commercial, including shopping centers	4.1	5.1	6.2
Bank with Drive-In	4.3	5.4	6.5
Movie Theater (spaces/number of seats)	0.3	0.4	0.5
Fast Food with Drive Thru	9.9	12.4	14.9
Other Restaurants	15.3	19.1	23
Place of Worship (spaces/seats)	0.5	0.6	0.8
Medical/Dental Clinic	3.9	4.9	5.9
Residential Uses			
Hotel/Motel	1	none	none
Single Family Detached	1	none	none
Residential unit, less than 500 square feet per unit, one bedroom	1	none	none
Multi-family, townhouse, one bedroom	1.25	none	none
Multi-family, townhouse, two bedroom	1.5	none	none
Multi-family, townhouse, three bedroom	1.75	none	none

¹ Ratios for uses not included in this table would be determined by local governments. In the event that a local government proposes a different measure, for example, spaces per seating area for a restaurant instead of gross leasable area, Metro may grant approval upon a demonstration by the local government that the parking space requirement is substantially similar to the regional standard.

Title 3

3

Title 4

4

**URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
Kvistad Amendment No. 4A**

(Deletion of Title 4)

The August 23, 1996, draft of the Urban Growth Management Functional Plan is amended by deleting Title 4 in its entirety for initial adoption of the Functional Plan. Consideration of Title 4 shall be postponed for thirty days of additional discussion among the interested parties for subsequent adoption as an amendment to this Functional Plan.

**URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
Kvistad Amendment No. 5**

(Title 4, Limit Application, Delay Effective Date)

On page 15 of the August 23, 1996, draft of the Urban Growth Management Functional Plan, at Lines 455 to 476, amend Title 4 to read as follows:

"TITLE 4: RETAIL IN EMPLOYMENT AND INDUSTRIAL AREAS

Section 1. Intent

It is the intent of the Metro 2040 Growth Concept that Employment and Industrial Areas contain ~~very little supportive~~ retail development. Employment and Industrial Areas would be expected to include some limited retail commercial uses primarily to serve the needs of people working or living in the immediate ~~employment areas~~, Employment or Industrial Areas; not larger market areas outside the ~~employment area~~ Employment or Industrial Areas. ~~Exceptions to this general policy for Employment and Industrial Areas can be made for certain areas as identified on the Employment and Industrial Areas Map.~~

Section 2. Comprehensive Plan and Implementing Ordinance Changes Required

A. Cities and counties are hereby required to amend their comprehensive plans and implementing regulations, if necessary, to prohibit new retail uses larger than 50,000 60,000 square feet of gross leasable area per building or business in the Employment and Industrial Areas specifically designated on the 2040 Growth Concept Map attached Employment and Industrial Areas Map.

B. Metro shall adopt a map to indicate which lands in Employment Areas shall be subject to prohibition or restrictions on retail uses larger than 60,000 square feet of gross leasable area per building or business to assist local jurisdictions in complying with this section. This Title shall become effective when the Metro Council has adopted this map as an amendment to this functional plan."



METRO

Date: October 16, 1996

To: Councilor Kvistad

From: *LS*
Larry Shaw, Senior Assistant Counsel

Regarding: UGM Functional Plan - Kvistad Amendment No. 5

Intent of Amendment

The purpose of this amendment is to use the same approach of mapping and postponed effective date for restricting retail uses in employment areas (Title 4, 2.B and C) that is used for Title 3. The lands within "employment areas" to be impacted by regulation would be identified on a map. The regulations in Title 4 for both "employment areas" and "industrial areas" would not be effective until the map is prepared and amended into the functional plan.

Industrial Areas Regulation Unchanged

The wording of Title 4 Section 1 and Section 2.A are the same as Councilor McLain's amendments to the "Intent" and "Industrial Areas" sections. Since these sections are interrelated with "employment areas," they would not become effective until the map of regulated "employment areas" is adopted.

RUGGO Compliance

A map indicating the areas where the retail use restrictions will be applied is a clear way to comply with RUGGO policy on "employment areas":

"... include some limited retail commercial uses primarily to serve the needs of people working in the immediate employment areas, not larger market areas, outside the employment area. Exceptions to this general policy can be made only for certain areas, indicated in a functional plan."

By indicating the areas where the policy applies, the "certain areas" where the general policy does not apply are shown, as well.

Functional Plan Amendment

Adoption of the map by functional plan will provide a clear action that makes Title 4 effective and provide the opportunity for any clarifying policy statements from the parties' discussions on the map to be included in Section 2.B and any corresponding provisions in Title 8.

Enclosure

cc: Metro Council Executive Officer John Fregonese

**URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
McFarland Amendment No. 2**

(Employment and Industrial Areas Map Change)

On the Employment and Industrial Areas Map in the August 23, 1996, draft of the Growth Management Functional Plan:

The 113-acre Multnomah Kennel Club site in the vicinity of NE 223rd and NE Glisan east of the City of Fairview inside the City of Wood Village shall be removed from the "Employment Area" designation and redesignated as part of the "Fairview" Town Center.

**URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
McLain Amendment No. 6**

(Title 4, Retail in Employment and Industrial Areas, and Title 8, Compliance Procedures)

On page 15 of the August 23, 1996, Plan, at Lines 455 to 476, amend Sections 1, 2 and 3 of Title 4 to read as follows:

TITLE 4: RETAIL IN EMPLOYMENT AND INDUSTRIAL AREAS

Section 1. Intent

It is the intent of the Metro 2040 Growth Concept that Employment and Industrial Areas contain ~~very little supportive~~ retail development. Employment and Industrial Areas would be expected to include some limited retail commercial uses primarily to serve the needs of people working or living in the immediate ~~employment areas;~~ Employment or Industrial Areas; not larger market areas outside the ~~employment area~~Employment or Industrial Areas. ~~Exceptions to this general policy for Employment and Industrial Areas can be made for certain areas as identified on the Employment and Industrial Areas Map.~~

Section 2. Comprehensive Plan and Implementing Ordinance Changes Required

A. ~~Cities and counties are hereby required to amend their comprehensive plans and implementing regulations, if necessary, to prohibit new retail uses larger than 50,000 60,000 square feet of gross leasable area per building or business in the Employment and Industrial Areas specifically designated on the 2040 Growth Concept Map attached Employment and Industrial Areas Map.~~

B. This subsection applies to city and county comprehensive plan designations and zoning ordinances acknowledged by the effective date of this Functional Plan, which allow retail uses larger than 60,000 square feet of gross leasable area per building or business in Employment Areas designated on the attached Employment and Industrial Areas Map. These cities and counties are hereby required to amend their comprehensive plans and implementing regulations, if necessary, to require a process resulting in a land use decision for any retail uses larger than 60,000 square feet of gross leasable area per building or business on those lands where such uses are currently allowed by any process. The standards for the land use decision to allow any such retail uses shall require (1) a demonstration in the record that adequate transportation facilities will be in place at the time the retail use begins operation; and (2) a demonstration that adequate transportation facilities for the other planned uses in the Employment Areas are included in the applicable comprehensive plan provisions. If the city and county comprehensive plan designations and zoning ordinances which allow retail uses larger than 60,000 square feet of gross leasable area per building or business in Employment Areas have not been acknowledged by the effective date of this Functional Plan, subsection 2.C. of this Title shall apply.

C. City or county comprehensive plan designations and zoning ordinances acknowledged by the effective date of this Functional Plan which do not allow retail uses larger than 60,000 square feet of gross leasable area per building or business in Employment Areas designated on the attached Employment and Industrial Areas Map shall continue to prohibit them unless an exception is established under Section 3 of this Title pursuant to the compliance procedures of Title 8.

Section 3. Exceptions

Exceptions to this standard for Employment Areas may be included in local compliance plans for:

- A. Low traffic generating, land-consumptive commercial uses with low parking demand which have a community or region wide market, or
- B. ~~As identified on the attached Employment and Industrial Areas Map, s~~Specific Employment or Industrial Areas which already have substantially developed as retail areas or which have been locally designated as retail centers are proposed to be or have been locally designated, but not acknowledged by the effective date of this Functional Plan, as retail areas, may allow new or redeveloped retail uses where adequate transportation facilities capacity is demonstrated in local compliance plans as provided in Title 8. Proposed refinements to the mapped areas may be considered in local compliance plans as provided in Title 8.
- C. Retail uses that primarily draw business from a market area not more than 2.5 miles from the site where adequate transportation facilities capacity is demonstrated in local compliance plans as provided in Title 8.

On page 26 of the August 23, 1996, Plan, at Lines 784 to 790, amend Section 2.B.4 of Title 8, Compliance Procedures, to read as follows:

- 4. Retail in Employment and Industrial Areas. Subject to the provisions of Title 4, cities and counties may request a change in the Employment and Industrial Areas Map. Metro shall consider a city or county request to modify ~~a mapped Employment and Industrial Area~~ an Employment Area to exempt existing or locally designated retail ~~centers~~areas, unacknowledged by the date of this Functional Plan, where they can demonstrate that:
 - a. The Employment and Industrial Areas mMap overlooked included lands within Employment Areas having a substantially developed existing retail center area or a locally designated retail center area pursuant to a comprehensive plan acknowledged by the date of this Functional Plan which allowed retail uses larger than 60,000 square feet of gross leasable area per building or business; or
 - b. The requested retail area in an Employment Area has been found to be appropriate for an exception based upon current or projected needs within

the jurisdiction and the city or county can demonstrate that adequate transportation facilities capacity exists for that retail area.

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METRO

4-8^M

Date: October 15, 1996

To: Susan McLain, Metro Councilor

From: *lll*
Larry Shaw, Office of General Counsel

Subject: Title 4/McLain Amendment #6

Introduction

As you requested, the 2.5-mile market area approach has been added to Section 3 "Exceptions" in Title 4.

Industrial Areas Not Affected

The requirement in Section 2.A. to prohibit new retail uses larger than 60,000' in Industrial Areas remains unaffected by this amendment because Section 3 now allows exceptions only for employment areas.

Market Area Approach

Market Areas are mentioned in the RUGGO text on "employment areas." The 2.5-mile radius used in this exception may go outside the employment area. The exception approach means that retail uses over 60,000' would not be allowed in employment areas unless a local government requested and received an exception from the Metro Council. Based on the local government request, the Metro Council would consider an exception for a site, some sites or an employment area where the 2.5-mile market area approach was used. How the market area approach is written into a proposed local ordinance would be reviewed for the exception.

RUGGO Compliance

Industrial areas are "set aside primarily for industrial activity . . . some retail uses, may be allowed if limited to sizes and locations intended to serve primary industrial uses." Therefore, 60,000' is the size limit.

Employment areas ". . . include some limited retail commercial uses primarily to serve the needs of people working in the immediate employment areas, not larger market areas, outside the employment area. Exceptions to this general policy can be made only for certain areas, indicated in a functional plan." The market area approach is a basis for an exception that is proposed to be stated in the functional plan.

cc: ✓ Metro Council

Executive Officer

John Fregonese

**URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
Washington Amendment No. 2**

(Employment and Industrial Areas Map Change)

The Employment and Industrial Areas Map in the August 23, 1996, draft of the Urban Growth Management Functional Plan is amended as follows:

The Employment Area north and west of the St. Johns Bridge in the vicinity of Linnton is changed to Industrial Area.

Passed Oct 3

4-10

**URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
Kvistad Amendment No. 2**

(Employment and Industrial Areas Map change)

On the Employment and Industrial Areas Map in the August 23, 1996, Plan:

The 110-acre Progress Quarry site in the vicinity of Murray Boulevard and Old Scholls Ferry Road shall be removed from the "Employment Area" designation and redesignated as part of a reconfigured Murray Hill "Town Center" which includes the planned southerly extension of Murray Boulevard.

jep I:\DOCS#07.P&D\04-20401.MPL\03UGMFNC.PLNNKVISTAMD.#2

Title 5

15

Title 6

6

Passed Oct 3

6-1

**URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
Kvistad Amendment No. 3**

(Boulevard Design Map change)

On the Boulevard Design Map in the August 23, 1996, Plan:

Amendment to the Boulevard Design Map to include the planned southerly extension of Murray Boulevard which connects the 110-acre Progress Quarry site to the rest of the Murray Hill Town Center.

Passed

Oct. 10 '96

6-2

**URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
Monroe Amendment No. 1**

(Clarification Draft of Title 6, Regional Accessibility)

On pages 17 through 21 of the August 23, 1996, Plan, at Lines 511 to 669, amend Title 6 to read as follows:

"TITLE 6: REGIONAL ACCESSIBILITY

Section 1. Intent

Implementation of the 2040 Growth Concept requires that the region identify key measures of transportation effectiveness which include all modes of transportation. Developing a full array of these measures will require additional analysis. Focusing development in the concentrated activity centers, including the central city, regional centers, and station communities, requires the use of alternative modes of transportation in order to avoid unacceptable levels of congestion, ~~and to insure that accessibility by alternative modes is attractive.~~ The continued economic vitality of industrial areas and intermodal facilities is largely dependent on preserving or improving access to these areas and maintaining reasonable levels of freight mobility ~~in~~ the region's main throughways. Therefore, regional congestion standards and other regional system performance measures shall be tailored to reinforce the specific development needs of the individual 2040 Growth Concept ~~design types and use components.~~

These regional standards will be linked to a series of regional street design concepts that fully integrate transportation and land use needs for each of the 2040 land use components. The designs generally form a continuum; a network of throughways (freeway and highway designs) will emphasize auto and freight mobility and connect major activity centers. Slower-speed boulevard designs within concentrated activity centers will balance the ~~multi-modal~~ travel demands for each mode of transportation within these areas. Street and road designs will complete the continuum, with multi-modal designs that reflect the land uses they serve, but also serving as moderate-speed vehicle connections between activity centers that complement the throughway system. While these designs are under development, it is important that improvements in the most concentrated activity centers are designed to lessen the negative effects of motor vehicle traffic on other modes of travel. Therefore, ~~the need to implementation~~ of amenity oriented boulevard treatment that better serves pedestrian, bicycle and transit travel in the central city, regional centers, main streets, town centers, and station communities is a key step in the overall implementation of the Metro 2040 Growth Concept.

It is intended that the entirety of these Title 6 standards will be supplemented by the Regional Transportation Plan (RTP) when the RTP is approved and adopted by the Metro Council.

Monroe #1

Section 2. Boulevard Design

~~For~~ ~~Regional~~ routes in the central city, regional centers, station communities, main streets and town centers are designated on the Boulevard Design Map. In general, pedestrian and transit oriented design elements are the priority in the central city and regional centers, station communities, main streets and town centers. ~~All cities and counties within the Metro region are hereby required to~~ shall implement or allow others to be implemented boulevard design elements as improvements are made to these facilities including those facilities built by ODOT or Tri-Met. Each jurisdiction shall ~~adopt amendments, if necessary, to ensure that their comprehensive plans and implementing ordinances, if necessary, to~~ require consideration or installation of the following boulevard design elements when proceeding with right-of-way improvements on regional routes designated on the boulevard design map: ~~In general, pedestrian and transit oriented design elements are the priority in the central city and regional centers, station communities, main streets and town centers:~~

- A. Wide sidewalks with pedestrian amenities such as benches, awnings and special lighting;
- B. Landscape strips, street trees and other design features that create a pedestrian buffer between curb and sidewalk;
- C. Pedestrian crossings at all intersections, and mid-block crossings where intersection spacing is excessive;
- D. The use of medians and curb extensions to enhance pedestrian crossings where wide streets make crossing difficult;
- E. Accommodation of bicycle travel ~~Bikeways~~;
- F. On-street parking;
- G. Motor vehicle lane widths that consider the above improvements;
- H. Use of landscaped medians where appropriate to enhance the visual quality of the streetscape.

Section 3. Design Standards for Street Connectivity

The design of local street systems, including "local" and "collector" functional classifications, is generally beyond the scope of the Regional Transportation Plan (RTP). However, the aggregate effect of local street design impacts the effectiveness of the regional system when local travel is restricted by a lack of connecting routes, and local trips are forced onto the regional network. Therefore, the following RTP will include design and performance options are intended to standards for connectivity aimed at improving local circulation in a manner that protects the integrity of the regional system.

Local jurisdictions within the Metro region are hereby required to amend their comprehensive plans and implementing ordinances, if necessary, to comply with or exceed one of the following options in the development review process:

A. **Design Option.** Cities and counties shall ensure that their comprehensive plans, implementing ordinances and administrative codes require demonstration of compliance with the following:

1. New residential and mixed-use developments shall include local street plans that:
 - a. encourage pedestrian and bicycle travel by providing short, direct public right-of-way routes to connect residential uses with nearby existing and planned commercial services, schools, parks and other neighborhood facilities; and
 - b. include no cul-de-sac streets longer than 200 feet, and no more than 25 dwelling units on a closed-end street system; and
 - c. provide bike and pedestrian connections on public easements or right-of-way when full street connections are not possible, with spacing between connections of no more than 330 feet; and
 - d. consider opportunities to incrementally extend and connect local streets in primarily developed areas; and
 - e. serve a mix of land uses on contiguous local streets; and
 - f. support posted speed limits; and
 - g. consider narrow street design alternatives that feature total right-of-way of no more than 46 feet, including pavement widths of no more than 28 feet, curb-face to curb-face, sidewalk widths of at least 5 feet and landscaped pedestrian buffer strips that include street trees; and
 - h. limit the use of cul-de-sac designs and closed street systems to situations where topography, pre-existing development ~~patterns~~ or environmental constraints prevent full street extensions.

2. For new residential and mixed-use development, all contiguous areas of vacant and primarily undeveloped land of five acres or more shall be identified by cities and counties and the following will be prepared:

A map that identifies possible local street connections to adjacent developing areas. The map shall include street connections at intervals of no more than 660 feet, with more frequent connections in areas planned for mixed use or dense development.

B. **Performance Option.** For residential and mixed use areas, cities and counties shall ~~ensure that~~ amend their comprehensive plans, implementing ordinances and administrative codes, if necessary, to require demonstration of compliance with performance criteria in the following manner. Cities and counties shall develop local street design ~~maps or standards in text or maps or both~~ with street intersection spacing to occur at intervals of no less than eight street intersections per mile; ~~the number of street intersections should be greatest in the highest density 2040 Growth Concept design types~~ connections coordinated and consistent with increased density and mixed land uses.

Local street designs for new developments shall satisfy ~~both of the~~ following additional criteria:

1. Performance Criterion: minimize local traffic on the regional motor vehicle system, by demonstrating that local vehicle trips on a given regional facility do not exceed the 1995 arithmetic median of regional trips for facilities of the same motor vehicle system classification by more than 25 percent.
2. Performance Criterion: everyday local travel needs are served by direct, connected local street systems where: (1) the shortest motor vehicle trip over public streets from a local origin to a collector or greater facility is no more than twice the straight-line distance; and (2) the shortest pedestrian trip on public right-of-way is no more than one and one-half the straight-line distance.

Section 4. Transportation Performance Standards

A. Alternative Mode Analysis

1. Mode split will be used as the key regional measure for transportation effectiveness in the Central City, Regional Centers and Station Communities. Each jurisdiction shall establish an alternative mode split target (defined as non-Single Occupancy Vehicle person-trips as a percentage of all person-trips for all modes of transportation~~the percentage of all non-Single Occupant Vehicle modes of transportation~~) for each of the central city, regional centers and station communities within its boundaries. The alternative mode split target shall be no less than the regional targets for these Region 2040 Growth Concept land use components to be established in the Regional Transportation Plan).
2. Local Governments which have Central City, regional centers and station communities shall identify actions which will implement the mode split targets. These actions should include consideration of the maximum parking ratios adopted as part of Title 2, Section 2, Boulevard - Design of this title, and transit's role in serving the area.

B. Motor Vehicle Congestion Analysis

1. Level-Of-Service (LOS) is a measurement of the use of a transportation facility as a share of designed capacity. The following table using Level Of Service may be incorporated into local comprehensive plans and implementing ordinances to replace current methods of determining motor vehicle congestion on regional facilities, if a city or county determines that this change is needed to permit Title 1, Table 1 capacities Metro-2040 Growth Concept implementation in the Central City, Regional Centers, Town Centers, Main Streets and Station Communities:

6-6

General Performance Standards (using LOS*)

	Preferred	Acceptable	Exceeds
Mid-Day one-hour	C or better	D	E or worse
Peak two-hour	E/E or better	F/E	F/F or worse

***Level-of-Service is determined by using either the latest edition of the Highway Capacity Manual (Transportation Research Board) or through volume to capacity ratio equivalencies as follows: LOS C = .8 or better; LOS D = .8 to .9; LOS E = .9 to 1.0; and LOS F = greater than 1.0. A copy of the Level of Service Tables from the Highway Capacity Manual is attached as Exhibit A.**

2. Accessibility. If a congestion standard is exceeded as identified in 4.B.1, local governments shall evaluate the impact of the congestion on regional accessibility using the best available methods (quantitative or qualitative). If a determination is made by Metro that the congestion negatively impacts regional accessibility, local jurisdictions shall follow the congestion management procedures identified in 4.C. below.

C. Congestion Management

For a city or county to amend their comprehensive plan to add ~~Prior to recommending a significant capacity expansion to a regional facility, or including such an expansion in a city or county comprehensive plan,~~ the following actions shall be applied, unless the capacity expansion is included adequately addressed in the Regional Transportation Plan:

1. To address Level of Service:
 - a. Transportation system management techniques
 - b. Corridor or site-level transportation demand management techniques
 - c. Additional roadway motor vehicle capacity to parallel facilities, including the consideration of a grid pattern consistent with connectivity standards contained in Title 6 of this plan
 - d. Transit service improvements to increase ridership
2. To address preservation of ~~street~~ motor vehicle function:
 - a. Traffic calming
 - b. Street Motor vehicle function classification
3. To address or preserve existing street capacity
 - a. Transportation management (e.g. access management, signal interties, lane channelization)

If the above considerations do not adequately and cost-effectively address the problem, capacity improvements may be included in the comprehensive plan."

(SEE TITLE 4B)

Level of Service (LOS) Definitions for Freeways, Arterials and Signalized Intersections

6-7

LOS	FREEWAYS (average travel speed assuming 70 mph design speed)	ARTERIALS (average travel speed assuming a typical free flow speed of 40 mph)	SIGNALIZED INTERSECTIONS (stopped delay per vehicle)	TRAFFIC FLOW CHARACTERISTICS
A	Greater than 60 mph Average spacing: 22 car-lengths	Greater than 35 mph	Less than 5 seconds, most vehicles do not stop at all	Virtually free flow; completely unimpeded Volume/capacity ratio less than or equal to .60
B	57 to 60 mph Average spacing: 13 car-lengths	28 to 35 mph	5 to 15 seconds; more vehicles stop than for LOS A	Stable flow with slight delays; reasonably unimpeded Volume/capacity ratio .61 to .70
C	54 to 57 mph Average spacing: 9 car-lengths	22 to 28 mph	15 to 25 seconds; individual cycle failures may begin to appear	Stable flow with delays; less freedom to maneuver Volume/capacity ratio of .71 to .80
D	46 to 54 mph Average spacing: 6 car-lengths	17 to 22 mph	25.1 to 40 seconds; individual cycle failures are noticeable	High density but stable flow Volume/capacity ratio of .81 to .90
E	30 to 46 mph Average spacing: 4 car-lengths	13 to 17 mph	40.1 to 60 seconds; individual cycle failures are frequent; poor progression	Operating conditions at or near capacity; unstable flow Volume/capacity ratio of .91 to 1.00
F	Less than 30 mph bumper-to-bumper	Less than 13 mph	Greater than 60 seconds; not acceptable for most drivers	Forced flow, breakdown conditions Volume/capacity ratio of greater than 1.00
>F	Demand exceeds roadway capacity, limiting volume that can be carried and forcing excess demand onto parallel routes and extending the peak period			Demand/capacity ratios of greater than 1.10

Source: 1985 Highway Capacity Manual (A through F Descriptions)
Metro (>F Description)



Title 7

7

**URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
Washington Amendment No. 1**

(Title 7, Affordable Housing)

The August 23, 1996, draft of the Urban Growth Management Functional Plan, Title 7, Sections 1 and 2, at Lines 671 to 701, is amended to read as follows:

"Section 1. Intent

~~RUGGO Objective 17 requires Metro to use a "fair share strategy to meet housing needs which includes housing densities supportive of "development of the regional transportation system and designated centers and corridors," like Title 1 above.~~ that Metro adopt a "fair share" strategy for meeting the housing needs of the urban population in cities and counties based on a subregional analysis. A "fair share" strategy will include (1) a diverse range of housing types available within cities and counties inside the UGB; (2) specific goals for low and moderate rate housing to ensure that sufficient and affordable housing is available to households of all income levels that live or have a member working in each jurisdiction; (3) housing densities and costs supportive of adopted public policy for the development of the regional transportation system and designated centers and corridors; and (4) a balance of jobs and housing within the region and subregions.

Title 1 of this functional plan requires cities and counties to change their zoning to accommodate development at higher densities in locations supportive of the transportation system. Two other parts of the "fair share" strategy are addressed here: (1) encouraging use of tools identified to improve availability of sufficient housing affordable to households of all income levels; and (2) encouraging manufactured housing to assure a diverse range of available housing types.

Section 2. Recommendations to Improve Availability of Affordable Housing

According to HUD standards, housing is affordable if the resident is paying no more than one-third of their income for housing. Data from the federally required County Consolidated Plans clearly demonstrate that there exists a shortage of housing affordable to low and moderate income people in most, if not all, cities and counties. Metro recommends that cities and counties increase their efforts to provide for the housing needs of households of all income levels that live or have a member working in each jurisdiction and that they consider implementation of some or all of the following tools and approaches to facilitate the development of affordable housing are recommended to begin to meet the need for sufficient and affordable housing:

- A. Donate buildable tax-foreclosed properties to nonprofit organizations for development as mixed market affordable housing.
- B. Develop permitting process incentives for housing being developed to serve people at or below 80% of area median income.

- C. Provide fee waivers and property tax exemptions for projects developed by nonprofit organizations serving people at or below 60% of area median income.
- D. Create a land banking program to enhance the availability of appropriate sites for permanently affordable housing.
- E. Consider replacement ordinances that would require developers of high-income housing, commercial, industrial, recreational or government projects to replace any affordable housing destroyed by these projects.
- F. Consider linkage programs that require developers of job-producing development, particularly that which receives tax incentives, to contribute to an affordable housing fund.
- G. Commit locally controlled funds, such as Community Development Block Grants, Strategic Investment Program tax abatement funds or general fund dollars, to the development of permanently affordable housing for people at or below 60% of area median income.
- H. Consider inclusionary zoning requirements, particularly in tax incentive programs, for new development in transit zones and other areas where public investment has contributed to the value and developability of land.”

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Title 8

8

Work in Progress

8-1

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**URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
McCaig Amendment No. 2**

(Title 8, Compliance Interpretation Process)

The August 23, 1996 draft of the Urban Growth Management Functional Plan, Title 8, is amended as follows:

after line 807

"Section 4. Compliance Plan Assistance

- A. Any local government may request of Metro a compliance plan which contains the following:
 - 1. An analysis of the local government's comprehensive plan and implementing ordinances, and what sections require change to comply with the performance standards.
 - 2. Specific amendments that would bring the jurisdiction into compliance with the requirements of Sections 1 to 8, if necessary.
- B. Jurisdictions must make the request within four months of the effective date of this ordinance. The request shall be signed by the highest elected official of the jurisdiction.
- C. Metro shall deliver a compliance plan within four months of the request date. The compliance plan shall be a recommendation from the Executive Officer. The compliance plan shall be filed with the Metro Council two weeks before it is transmitted, for possible review and comment.

Section 5. Compliance Interpretation Process

After the effective date of this ordinance, Metro shall provide a process for cities and counties required by this functional plan to change their plans to seek interpretations of the requirements of this functional plan. Application for a compliance interpretation shall be made in writing to the Executive Officer for preparation of a report and recommendation. The compliance interpretation process shall include a hearings officer decision based on the case record. An appeal to the Metro Council shall be available to parties in the case and by vote of the Metro Council. The Metro Council may initiate a compliance interpretation on its own motion with or without a request.

Section 6. Citizen Review Process

A citizen who has presented written or oral testimony at the local level on the interpretation issue may petition the Metro Council for a compliance interpretation. After hearing the citizen petition, the Council may . . ."

McCaig #2

Section 7. Enforcement

City or county actions to amend a comprehensive plan or implementing ordinance in violation of this functional plan at any time after the effective date of this ordinance shall be subject to appeal or other legal action for violation of a regional functional plan requirement, including but not limited to reduction of regional transportation funding and funding priorities. Failure to amend comprehensive plans and implementing ordinances as required by Section 1 shall be subject to any and all enforcement actions authorized by law. Prior to a final action to amend a comprehensive plan or implementing ordinance, a local determination that a functional plan should not or cannot be implemented shall be subject to the conflict resolution process provided for in RUGGO, Goal I. Any city or county land use decision made more than 24 months after the effective date of this ordinance that is inconsistent with the requirements of this functional plan is subject to appeal for violation of this functional plan."

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"TITLE 8: COMPLIANCE PROCEDURES

Section 1. Compliance Required

All cities and counties within the Metro boundary are hereby required to amend their comprehensive plans and implementing ordinances to comply with the provisions of this functional plan within twenty-four months of the effective date of this ordinance. Metro recommends the adoption of the policies that affect land consumption as soon as possible.

Section 2. Compliance Procedures

- A. On or before six months prior to the deadline established in Section 1, cities and counties shall transmit to Metro the following:
1. An evaluation of their local plans, including public facility capacities and the amendments necessary to comply with this functional plan;
 2. Copies of all applicable comprehensive plans and implementing ordinances and public facility plans, as proposed to be amended;
 3. Findings that explain how the amended local comprehensive plans will achieve the standards required in titles 1 through 6 of this functional plan.

In developing the evaluation, plan and ordinance amendments and findings, cities and counties shall address the Metro 2040 Growth Concept, and explain how the proposed amendments implement the Growth Concept.

- B. ~~Exemptions from~~ Exceptions to any of the requirements in the above titles may be granted by the Metro Council, as provided for in the Regional Urban Growth Goals and Objectives, Section 5.3, after MPAC review, ~~based on~~ Requests for an exception should include a city or county submittal as specified in this section. The Metro Council will make all final decisions ~~as to the existence of the factual basis~~ for the grant of any requested ~~exception~~ emption.
1. Population and Employment Capacity. ~~An exception to~~ emption from the requirement contained in Table 1 of Title 1 that the ~~target~~ Functional Plan capacities shall be met or exceeded may be granted based on a submittal which includes, but is not limited to, the following:

- a. A demonstration of substantial evidence of the economic infeasibility to provide sanitary sewer; water, stormwater or transportation facilities to an area or areas; or
- b. A demonstration that the city or county is unable to meet the target capacities listed in Table 1 because substantial areas have prior commitments to development at densities inconsistent with Metro target; or
- c. A demonstration that the households and employment capacities cannot be accommodated at densities or locations the market or assisted programs will likely build during the planning period.

As part of any request for ~~exception~~ exemption under this subsection, a city or county shall also submit an estimate of the amount of households or employment included in the capacity listed in Table 1 that cannot be accommodated; and a recommendation which identifies land that would provide for the unaccommodated capacity located outside the urban growth boundary and near or adjacent to the city or county.

In reviewing any request for ~~exception~~ exemption based on the financial feasibility of providing public services, Metro, along with local governments, shall estimate the cost of providing necessary public services and compare those with the estimated costs submitted by the city or county requesting the exemption.

2. **Parking Measures.** Subject to the provisions of Title 2, cities or counties may request an ~~exception to~~ exemption from parking requirements. Metro may consider a city or county government request to allow areas designated as Zone A to be subject to Zone B requirements upon the city or county establishing that, for the area in question:

- a. There are no existing plans to provide transit service with 20-minute or lower peak frequencies; and
- b. There are no adjacent neighborhoods close enough to generate sufficient pedestrian activity; and
- c. There are no significant pedestrian activity within the present business district; and
- d. That it will be feasible for the excess parking to be converted to the development of housing, commerce or industry in the future.

The burden of proof for an adjustment shall increase based on the quality and timing of transit service. The existence of transit service or plans for the provision of transit service near a 20-minute or lower peak frequency shall establish a higher burden to establish the need for the exemption.

3. **Water Quality and Flood Management Areas.** Cities and counties may request areas to be added or deleted from the Metro Water Quality and Flood Management Area based on a finding that the area identified on the map is not a

Water Quality and Flood Management Area or a Fish and Wildlife Habitat Conservation Area, as defined in this functional plan. Areas may also be deleted from the map if the city or county can prove that its deletion and the cumulative impact of all deletions in its jurisdiction will have minimal impact on the water quality of the stream and on flood effects. Findings shall be supported by evidence, including the results of field investigations.

4. Retail in Employment and Industrial Areas. Subject to the provisions of Title 4, cities and counties may request a change in the Employment and Industrial Areas Map. Metro may consider a city or county request to modify a mapped Employment and Industrial Area to exempt existing or locally designated retail centers, where they can demonstrate that:

a. ~~The~~ map overlooked lands within a substantially developed existing retail center or a locally designated retail center.

5. Regional Accessibility. Cities or counties may request relief from an exception to the requirements of Title 6, Regional Accessibility, where they can show that a street system or connection is not feasible for reasons of topographic constraints or natural or built environment considerations.

C. In addition to the above demonstrations, any city or county request or determination that not to incorporate functional plan policies should not or cannot be incorporated into comprehensive plans shall be subject to the conflict resolution and mediation processes included within the RUGGO, Goal I, provisions prior to the final adoption of inconsistent policies or actions. ~~Local~~ Final land use actions decisions of cities and counties inconsistent with functional plan requirements are subject to immediate appeal for violation of the functional plan.

D. Compliance with requirements of this plan shall not require cities or counties to violate federal or state law, including statewide land use goals. Conflicting interpretations of legal requirements may be the subject of conflict resolution under RUGGO Objective 5.3.

Section 3. Any Comprehensive Plan Change must Comply

After the effective date of this ordinance, any amendment of a comprehensive plan or implementing ordinance shall be consistent with the functional plan requirements of this functional plan contained in Titles 1 through 8. Metro shall assist the local government in achieving compliance with all applicable functional plan requirements. Upon request, Metro will review proposed comprehensive plan and implementing ordinances for functional plan compliance prior to city or county adoption.

Section 4. Enforcement

A. Prior to a final action decision to amend a comprehensive plan or implementing ordinance, a local determination that a requirement of this functional plan should not or cannot

be implemented ~~shall~~ may be subject to the conflict resolution process provided for in RUGGO, Goal I at the request of the city or county.

B. City or county actions to amend a comprehensive plan or implementing ordinance in violation of this functional plan at any time after the effective date of this ordinance shall be subject to appeal or other legal action for violation of a regional functional plan requirement, including but not limited to reduction of regional transportation funding and funding priorities.

C. Failure to amend comprehensive plans and implementing ordinances as required by Section 1 of this Title shall be subject to any and all enforcement actions authorized by law.

~~—Prior to a final action to amend a comprehensive plan or implementing ordinance, a local determination that a functional plan should not or cannot be implemented shall be subject to the conflict resolution process provided for in RUGGO, Goal I. Any city or county land use decision made more than 24 months after the effective date of this ordinance that is inconsistent with the requirements of this functional plan is subject to appeal for violation of this functional plan.~~

Section 5. Compliance Plan Assistance

A. Any local government may request of Metro a compliance plan which contains the following:

- 1. An analysis of the local government's comprehensive plan and implementing ordinances, and what sections require change to comply with the performance standards.
- 2. Specific amendments that would bring the jurisdiction into compliance with the requirements of Sections 1 to 8, if necessary.

B. Jurisdictions must make the request within four months of the effective date of this ordinance. The request shall be signed by the highest elected official of the jurisdiction.

C. Metro shall deliver a compliance plan within four months of the request date. The compliance plan shall be a recommendation from the Executive Officer. The compliance plan shall be filed with the Metro Council two weeks before it is transmitted, for possible review and comment."

Title 9

9

Work in Progress

9-1

URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
McCaig Amendment No. 3

(Performance Measures Amendments)

Title 9 of the August 23, 1996 draft of the Urban Growth Management Functional Plan is amended as follows:

lines 840-846:

"A. Within three months of the adoption of this functional plan, the Metro Executive Officer shall submit to the Council the Executive Officer's recommendations for ~~performance measures~~;

1. ~~The p~~Performance measures ~~will to~~ be used in evaluating the progress of the region in implementation of this functional plan; and

2. ~~policy recommendations~~ Policies for corrective action should the performance measures not be achieved indicate that the goals contained in the functional plan are not being achieved.

In developing these performance measures and policies, tThe Executive Officer shall use the best technology available to Metro and shall, in addition, submit the current and recent historic levels for the proposed performance measures."

after line 867, add:

"7. Cost of land based on lot prices according to jurisdiction, Growth Concept design type, and zoning; and according to redeveloped and vacant classifications.

8. The average vacancy rate for all residential units."

lines 875-876:

"By March 1 of every other year beginning March 1, 1999 1998, the Executive Officer shall report to the Council an assessment of the regional performance measures, . . ."

**URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
Morissette Amendment No. 9**

(Additional Performance Measures)

On page 29 of the August 23, 1996, Plan, after Line 867 add:

- "7. Cost of land based on lot prices according to jurisdiction, Growth Concept design type, and zoning; and according to redeveloped and vacant classifications.
- "8. Level of subsidy required to achieve Growth Concept design for previous year and five year future estimate according to jurisdiction and Growth Concept design type.
- "9. The average vacancy rate for all residential units.
- "10. The actual residential density for each Growth Concept design type and zone that is developed compared to the minimum and maximum permitted density for each Growth Concept design type and zone."

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Title 10

10

The definitions in Title 10 are amended as follows:

At Line 908, "Expected Capacity" is changed to "Calculated Capacity," which is inserted at Line 889 as follows:

"Calculated Capacity means the number of households and employees that can be contained in an area based on the calculation required by this functional plan."

1 **URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN**
2 **McLain Amendment No. 2A**

3
4 (Definitions Amendments for Titles 1, 2, 3, 6, 8)
5

6 In the August 23, 1996, draft of the Urban Growth Management Functional Plan, Title 10 is
7 amended to read:
8

9 **"Title 10. Definitions**

10 Accessibility means the amount of time required to reach a given location or service by any
11 mode of travel.

12 Alternative Modes means alternative methods of travel to the automobile, including public
13 transportation (light rail, bus and other forms of public transportation), bicycles and walking.

14 **Balanced Cut and Fill** means no net increase in fill within the floodplain.

15 Bikeway means separated bike paths, striped bike lanes, or wide outside lanes that accommodate
16 bicycles and motor vehicles.

17 Boulevard Design means a design concept that emphasizes pedestrian travel, bicycling and the
18 use of public transportation, and accommodates motor vehicle travel.

19 Calculated Capacity means the number of households and employees that can be contained in
20 an area based on the calculation required by this functional plan.

21 Capacity Expansion means constructed or operational improvements to the regional motor
22 vehicle system that increase the capacity of the system.

23 Comprehensive plan means the all inclusive, generalized, coordinated land use map and policy
24 statement of cities and counties defined in ORS 197.015(5).

25 Connectivity means the degree to which the local and regional street systems in a given area are
26 interconnected.

27 **Designated Beneficial Water Uses** means the same as the term as defined by the Oregon
28 Department of Water Resources, which is: an instream public use of water for the benefit of an
29 appropriator for a purpose consistent with the laws and the economic and general welfare of the
30 people of the state and includes, but is not limited to, domestic, fish life, industrial, irrigation,
31 mining, municipal, pollution abatement, power development, recreation, stockwater and wildlife
32 uses.

33 Design Flood Height means

34 Design Type means the conceptual areas described in the Metro 2040 Growth Concept text and
35 map in Metro's regional goals and objectives, including central city, regional centers, town
36 centers, station communities, corridors, main streets, inner and outer neighborhoods, industrial
37 areas, and employment areas.

38 **Development** means any manmade change defined as buildings or other structures, mining,
39 dredging, paving, filling, or grading in amounts greater than ten (10) cubic yards on any lot or
40 excavation. In addition, any other activity that results in the removal of more than 10% of the
41 existing vegetated area on the lot is defined as development, for the purposes of Title 3.

42 **Exceptions:**

- 43 a. Stream enhancement or restoration projects approved by local jurisdictions.
- 44 b. Agricultural activity.
- 45 c. Replacement, Additions, and alterations and accessory uses for to existing
46 structures and development that do not encroach into the Water Quality and Flood
47 Management Area more than the existing structure or development.

48 **DHB** means the diameter of a tree measured at breast height.

49 ~~DLCD Goal 5 ESEE means a decision process local governments carry out under OAR 660-23-~~
50 ~~040.~~

51 **Expected Capacity** means the number amount of households and employees units that can be
52 expected to be contained in an area.

53 **Fish and Wildlife Habitat Conservation Area** means the area defined on the Metro Water
54 Quality and Flood Management Area Map to be completed and attached hereto. These include
55 all Water Quality and Flood Management Areas that require regulation in order to protect fish
56 and wildlife habitat. This area has been mapped to generally include the area 200 feet from top
57 of bank of streams in undeveloped areas with less than 25% slope, and 100 feet from edge of
58 mapped wetland on undeveloped land.

59 **Floodplain** means land subject to periodic flooding, including the 100-year floodplain as
60 mapped by FEMA Flood Insurance Studies or other substantial evidence of actual flood events.

61 **Functions and Values of Stream Corridors** means stream corridors have the following
62 functions and values: water quality retention and enhancement, flood attenuation, fish and
63 wildlife habitat, recreation, erosion control, education, aesthetic, open space and wildlife
64 corridor.

65 Goal 5 ESEE means a decision process local governments carry out under OAR 660-23-040.
66 ~~means a decision process local governments carry out under.~~

67 **Growth Concept Map** means the conceptual map demonstrating the 2040 Growth Concept
68 design types attached to this plan in the Appendix as Exhibit 3.

69 **Hazardous materials** means materials described as hazardous by Oregon Department of
70 Environmental Quality.

71 **Implementing Regulations** means any city or county land use regulation as defined by
72 ORS 197.015(11) which includes zoning, land division or other ordinances which establish
73 standards for implementing a comprehensive plan.

74 **Landscape Strip** means the portion of public right-of-way located between the sidewalk and
75 curb.

76 **Level-of-Service (LOS)** means the ratio of the volume of motor vehicle demand to the capacity
77 of the motor vehicle system during a specific increment of time.

78 **Local Trip** means a trip 2½ miles or less in length.

79 **Median** means the center portion of public right-of-way, located between opposing directions of
80 motor vehicle travel lanes. A median is usually raised and may be landscaped, and usually
81 incorporates left turn lanes for motor vehicles at intersections and major access points.

82 **Metro** means the regional government of the metropolitan area, the elected Metro Council as the
83 policy setting body of the government.

84 **Metro Boundary** means the jurisdictional boundary of Metro, the elected regional government
85 of the metropolitan area.

86 **Metro Urban Growth Boundary** means the urban growth boundary as adopted and amended by
87 the Metro Council, consistent with state law.

88 **Mixed Use** means comprehensive plan or implementing regulations that permit a mixture of
89 commercial and residential development.

90 **Mobility** means the speed at which a given mode of travel operates in a specific location.

91 **Mode-Split Target** means the individual percentage of public transportation, pedestrian, bicycle
92 and shared-ride trips expressed as a share of total person-trips.

93 **Motor Vehicle** means automobiles, vans, public and private buses, trucks and semi-trucks,
94 motorcycles and mopeds.

95 **Multi-Modal** means transportation facilities or programs designed to serve many or all methods
96 of travel, including all forms of motor vehicles, public transportation, bicycles and walking.

97 **Narrow Street Design** means streets with less than 46 feet of total right-of-way and no more
98 **than 28 feet of pavement width between curbs.**

99 **Net Acre** means an area measuring 43,560 square feet which excludes:

- 100 (1) any developed road rights-of-way through or on the edge of the land; and
- 101 (2) environmentally constrained areas, including any open water areas, floodplains,
102 natural resource areas protected under statewide planning Goal 5 in the
103 comprehensive plans of cities and counties in the region, slopes in excess of 25
104 percent and wetlands requiring a Federal fill and removal permit under Section
105 404 of the Clean Water Act. These excluded areas do not include lands for which
106 the local zoning code provides a density bonus or other mechanism which allows
107 the transfer of the allowable density or use to another area or to development
108 elsewhere on the same site; and
- 109 (3) all publicly-owned land designated for park and open spaces uses.

110 **Net Developed Acre** consists of 43,560 square feet of land, after excluding present and future
111 rights-of-way, school lands and other public uses.

112 **Perennial Streams** means all primary and secondary perennial water ways as mapped by the
113 U.S. Geological Survey.

114 **Performance Measure** means a measurement derived from technical analysis aimed at
115 determining whether a planning policy is achieving the expected outcome or intent associated
116 with the policy.

117 ~~**Permitted Capacity** means the highest amount of units that are permitted be contained in an~~
118 ~~area as calculated from zoning and other local jurisdiction regulations.~~

119 **Persons Per Acre** means the intensity of building development by combining residents per net
120 acre and employees per net acre.

121 **Person-Trips** means the total number of discreet trips by individuals using any mode of travel.

122 **Practicable** means available and capable of being done after taking into consideration cost,
123 existing technology, and logistics in light of overall project purpose.

124 **Primarily Developed** means areas where less than 10% of parcels are either vacant or
125 underdeveloped.

126 **Redevelopable Land** means land on which development has already occurred which, due to
127 present or expected market forces, there exists the strong likelihood that existing development
128 will be converted to more intensive uses during the planning period.

129 Regional Goals and Objectives are the land use goals and objectives that Metro is required to
130 adopt under ORS 268.380(1).

131 Retail means activities which include the sale, lease or rent of new or used products to the
132 general public or the provision of product repair or services for consumer and business goods.
133 Hotels or motels, restaurants or firms involved in the provision of personal services or office
134 space are not considered retail uses.

135 **Riparian Area** means the water influenced area adjacent to a river, lake or stream consisting of
136 the area of transition from an hydric ecosystem to a terrestrial ecosystem where the presence of
137 water directly influences the soil-vegetation complex and the soil-vegetation complex directly
138 influences the water body. It can be identified primarily by a combination of geomorphologic
139 and ecologic characteristics.

140 Single Occupancy Vehicle (SOV) means private passenger vehicles carrying one occupant.

141 Shared-Ride means private passenger vehicles carrying more than one occupant.

142 Straight-Line Distance means the shortest distance measured between two points.

143 **Target Capacities** means the capacities in Table 1 required to be demonstrated by cities and
144 counties for compliance with Title 1, Section 2.

145 **Target Densities** means the average combined household and employment densities established
146 for each design type in the RUGGO 2040 Growth Concept.

147 **Top of Bank** means the same as "bankfull stage" defined in OAR 141-85-10(2).

148 Traffic Calming means street design or operational features intended to maintain a given motor
149 vehicle travel speed.

150 Underdeveloped Parcels means those parcels of land with less than 10% of the net acreage
151 developed with permanent structures.

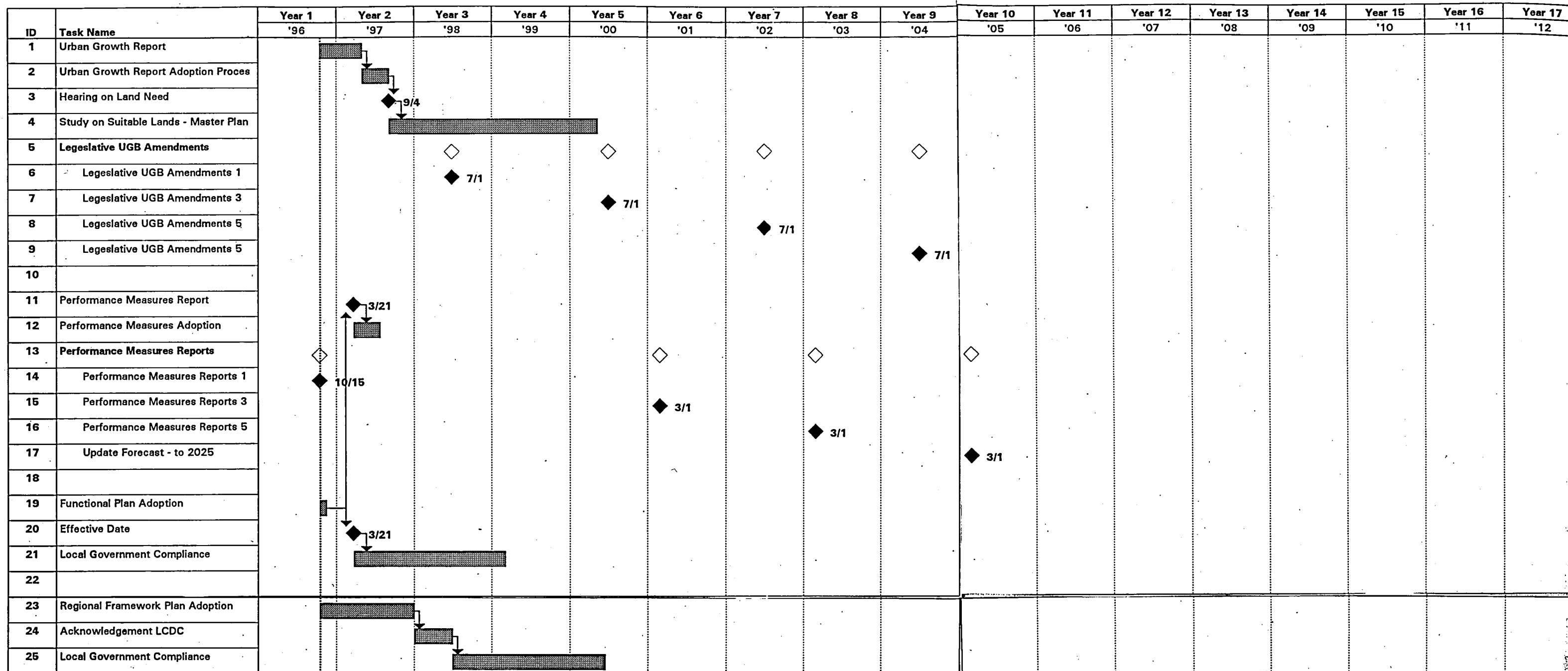
152 **Vacant Land:** Land identified in the Metro or local government inventory as undeveloped land.

153 Variance means a discretionary decision to permit modification of the terms of an implementing
154 ordinance based on a demonstration of unusual hardship or exceptional circumstance unique to a
155 specific property.

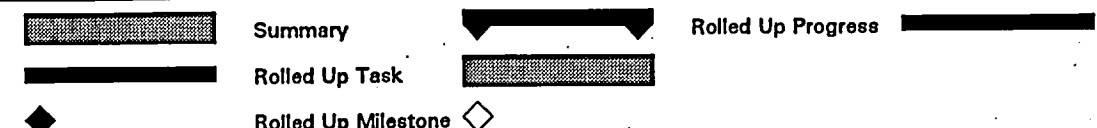
156 **Water Quality and Flood Management Area** means an area defined on the Metro Water
157 Quality and Flood Management Area Map, to be attached hereto. These are areas that require
158 regulation in order to mitigate flood hazards and to preserve and enhance water quality. This
159 area has been mapped to generally include the following: stream or river channels, known and
160 mapped wetlands, areas with floodprone soils adjacent to the stream, floodplains, and sensitive

161 water areas. The sensitive areas are generally defined as 50 feet from top of bank of streams for
162 areas of less than 25% slope, and 200 feet from top of bank on either side of the stream for areas
163 greater than 25% slope, and 50 feet from the edge of a mapped wetland.

164 Zoned Capacity means the highest number of households or employees that are allowed to be
165 contained in an area by zoning and other local jurisdiction regulations."




Project:
Date: 10/15/96





METRO

TO: Councilor Ed Washington

FROM: John Fregonese, Director, Growth Management Services 

DATE: October 15, 1996

SUBJECT: Urban Growth Management Functional Plan - Big Box Retail restrictions

As requested by you and Councilor McLain, following are recommendations concerning big box retail regulations.

Specific Square Foot Regulations

We have included specific square foot regulations (60,000 square foot maximums) because this is a clear and objective measure. The clerk or planner at the local zoning counter can easily determine whether an application complies. Because it is a measurable standard, this is considered a *ministerial* decision, one that does not require notice and hearings. By way of contrast, if we used a 2 ½ mile market area requirement, this would involve a judgement. This is called a *quasi-judicial* decision, and requires notice, a hearing, and findings of fact. Because this requires more time, this kind of standard should not be used for routine permit issuance. However, it may serve to deal with exceptional circumstances.

Recent Construction Trends

Attached is a quick compilation of the sizes of recent structures built by Costco, Home Depot, Albertson's, Safeway and Fred Meyer. Also, we are including a map to show their location in the Metro area. Their market area can be discerned by noting their proximity to one another. They will not locate two stores in the same market area, as they would be competing with each other. As you can see, the retail uses such as Costco and Home Depot have market areas in excess of a five mile radius, and stores in excess of 100,000 square feet. On the other hand, grocery stores have market areas of two to three miles, and stores less than 60,000 square feet. Fred Meyer is an exception, with market areas as small as a grocery store, and store sizes in excess of 100,000 square feet.

Trip Generation and Average Pay

One of the main concerns in allowing big box retail uses in employment areas is the large amounts of traffic they generate. In addition, retail wages are typically the lowest of the economic sectors. Retail in employment areas displaces higher paying jobs, and uses large amounts of traffic capacity for relatively small benefits. As these areas are intended to drive the basic economy of the region, restrictions on the location of retail uses are warranted. They are better located in the

centers and corridors, close to the households they serve, and where the vast majority are located today.

I have also attached trip generation numbers for such uses. As illustrated by the table, building material and discount store uses have substantially higher trip generation rates than other uses cited. These much greater weekday and peak hour trip rates will increase congestion along arterials designed to accommodate non-retail uses, primarily industrial uses. Also, please note the average pay of employees in the various sectors, and the growth rate expected in the near term.

I hope that these data illustrate the issues. I would be happy to answer any questions you may have about these data.

Thank you.

c: Metro Council members
Mike Burton

Sizes of Recently Constructed Retail Developments

Store Name	Location	Date Built	Square footage
Costco	Tigard	12/94	135,000
Home Depot	Jansen Beach	7/96	102,000
Albertsons	S. State Street Lake Oswego	1/90	40,350
Safeway	15099 SE McLoughlin Oak Grove	7/96	53,000
Fred Meyer	Hillsboro	6/96	164,000

Appendix I

Table 1 outlines the relationship between land uses and trip generation using both number of employees and gross floor area.

Land Use	Trip Generation per Employee			Trip Generation per 1000 sq. ft gfa		
	weekday	am peak	pm peak	weekday	am peak	pm peak
Office Building	4.22	0.58	.6	16.58	2.22	2.24
Building Material Store	24.69	2.82	2.86	30.56	3.28	3.97
Discount Store	no data	no data	no data	70.13	6.4	5.38
Discount Club	32.33	2.39	3.78	no data	no data	no data
Medical-Dental Office	8.84	0.76	0.97	34.17	3.58	4.46

Source: Trip Generation: An Information Report, Institute of Transportation Engineers, 1991

Table 2 outlines the forecast for regional employment growth by employment type and provides the average annual wages for each employment type.

	1995 Employment	5 year growth	10 year growth	Average Annual Wages (1994)
Health Services	57,000	15%	32%	\$29,000
Business Services	168,000	25%	46%	\$21,000 - 50,000*
Warehousing (wholesale trade)	61,000	8%	16%	\$30,000
Offices	114,000	9%	18%	\$29,000 - 40,000*
Electronics	48,000	16%	24%	\$20,000 - 55,000*
Retail	145,000	11%	21%	\$15,000


*Ranges indicate average lows and highs

Source: 2015 Regional Forecast, Metro Data Resource Center



METRO

TO: Councilor Susan McLain

FROM: John Fregonese, Director, Growth Management Services 

DATE: October 16, 1996

SUBJECT: Additional Information concerning Big Box Retail

As requested, we have calculated that there are 4,543 acres of vacant land within centers and corridors inside the current UGB. These lands would be available for big box retail development. As retail commercial can afford higher land costs than almost any other use, it is likely that for any of these acres, big box retail would be able to locate within these areas.

In addition, the 2040 Means Business assessment of industrial lands found that of the 7,974 acres sampled (53% of total industrial lands), 292 had been "lost" to rezoning to residential or commercial uses. Of the sample, this would account for a loss of about 4%.

Please let me know if you require additional information.

c: Metro Council members
Mike Burton

URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
McLain Amendment No. 10

(Title 1, Historic Densities for Housing Only)

Title 1 of the August 23, 1996, draft of the Urban Growth Management Functional Plan, at Lines 191-205, is amended as follows:

"Section 4. Requirements to Increase Capacity If Recent Development At Low Density

D.A. ~~Review~~ All cities and counties shall determine whether actual built densities for housing during 1990-1995 were less than 80 percent of permitted maximum zoned densities. The 1990-1995 actual built densities within its jurisdiction shall be compared with permitted zoned densities for housing units and employment during that period. This comparison shall be conducted using the following methods:

1. ~~Residential and employment developments to be analyzed shall be those which were permitted by a land use action and constructed during the period from 1990 to 1995, and residential density shall be measured in households per net developed acre.¹~~
2. ~~Employment performance shall be measured by comparing the actual jurisdiction-wide increase during the years 1990-1995 with the jurisdiction-wide increase listed in Table 1. This shall include only those developments that received approval under the implementing ordinances during this period."~~

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¹ See definitions.

URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
Monroe Amendment No. 2

(Title 6, Clarifications)

Title 6 of the August 23, 1996, draft of the Urban Growth Management Functional Plan, is amended as follows:

lines 579-580:

" . . . include no cul-de-sac dwelling units on a closed-end street system except where topography, barriers such as railroads or freeways, or environmental constraints such as major streams and rivers, prevent street extension; and"

lines 582-583:

" . . . with spacing between connections of no more than 330 feet except where topography, barriers such as railroads or freeways, or environmental constraints such as major streams and rivers, prevent street extension; and"

**URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
Kvistad Amendment No. 4A**

(Title 4, 30-Day Time Certain Vote Review)

The August 23, 1996, draft of the Urban Growth Management Functional Plan is amended by deleting Title 4 in its entirety for initial adoption of the Functional Plan. Consideration of Title 4 shall be postponed for thirty days of additional discussion among the interested parties for subsequent adoption as an amendment to this Functional Plan.

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**URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
McLain Amendment No. 8A**

(Title 1, Minimum Densities, Employment)

Title 1 of the August 23, 1996, draft of the Urban Growth Management Functional Plan, at Line 117, is amended as follows:

“ . . . may be 30 dwelling units per net acre, if that density is consistent with target densities listed in subsection B, below. This minimum density standard does not apply (1) outside the urban growth boundary, (2) inside areas designated as open space on the attached Open Spaces Map, (3) inside areas designated as unbuildable on the attached Open Spaces Map, and (4) to The maximum zoned density does not include the density bonus for zones that allow them.”

Title 1 at Line 87 is amended as follows:

“Their zoning and other regulations will permit the target capacity for housing units and full-time and part-time jobs employment contained in Table 1 . . .”

Transportation Department's programs. Visitors will walk through the bus, access information in a variety of multi-media and static environments including an interactive touch-screen computer program, and leave with information they acquired through their experience. MILT will allow users to gather data, link users to additional resources of information, leave comments and add their names to Metro's mailing list.

III. SCOPE OF WORK

Metro is seeking proposals from qualified firms to perform the services and to deliver the products described in the Scope of Work; Exhibit of Personal Services Agreement

Consultants will provide a cohesive team of experts to create a unified product as described in the Scope of Work. All MILT components must be appealing and produced with a unifying theme.

IV. PROJECT SCHEDULE

Schedule

- | | | |
|-----|---|----------------------|
| 1. | RFP documents available at Metro Regional Center/
advertised | October 18, 1996 |
| 2. | Pre-proposal informational meeting at Metro Regional
Center; contact Gina Whitehill-Baziuk, 797-1746 | November 1, 1996 |
| 3. | Proposals due back to Metro, 4 p.m.
(Submit 6 copies) | November 15, 1996 |
| 4. | Consultant interviews | November 21-22, 1996 |
| 5. | Consultant selected, notified | November 27, 1996 |
| 6. | Consultant contract negotiated/Project begins | December 6, 1996 |
| 7. | Meet with Metro staff | Periodically |
| 8. | Approve design concept and proceed with development | January 10, 1996 |
| 9. | Project completion and installation of computer program | January - late April |
| 10. | Computer education of Metro staff | April 1997 |
| 11. | Continual computer troubleshooting | 1 year |

V. QUALIFICATIONS/EXPERIENCE

Proposers should have the following experience:


- 1) designing and producing interactive environment including: multi-media displays; computer programs; educational materials and low-tech information displays;
- 2) designing and producing a touch-screen interactive computer program compatible with an IBM PC;
- 3) demonstrating management of a project of a similar magnitude as MILT; and
- 4) designing interiors.

M E M O R A N D U M

METRO

Date: October 15, 1996

To: Metro Council

From: Dick Walker 
Travel Forecasting Manager

Subject: Resolution 96-2393: RFP for the *Collection and Analysis of Commodity Flow Information*

On October 8, the Metro Transportation Planning Committee considered Resolution 96-2393. The resolution requested the Council's authorization to release the subject request for proposal and approval of the contract. The purpose of this memo is to summarize the subsequent changes that have been made to the RFP per the Committee's request.

The Resolution specified that the total amount of the contract was to be between \$250,000 and \$350,000. The specification of the dollar amount range was necessary because the final FY1996 carryover amounts were not yet available. The Committee directed the Transportation Department to finalize the carryover and define a contract for a single dollar amount. In addition, the Committee desires to review the proposal of the recommended consulting team. This will permit a determination of what can be accomplished within the specified budget.

Based upon additional budget analysis, the RFP will be in the amount of \$262,000. Specific wording is included in the RFP to ensure that if the consultant considers the funds insufficient to complete all the product specifications, a course of action should be suggested that 1) provides for the collection of commodity data that is deemed essential and 2) develops a less sophisticated but yet credible tool for use in estimating commodity movements.

The consultant is required to package the proposal in a manner that clearly indicates what additional dollars could buy. Logical development steps need to be identified that would eventually lead to the implementation of the specified model defined in the RFP. Each increment would take the modeling capabilities to a higher level of sophistication. This information will assist the Committee to clearly assess the benefit-cost relationships.

REQUEST FOR PROPOSAL

**The Collection and Analysis
of Commodity Flow Information
for
Metro and the Port of Portland**

**Metro
600 Northeast Grand Avenue
Portland, Oregon 97232-2736**

October 14, 1996

Table of Contents

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Attachments

Draft Scopes of Work

Development of the Commodity Scoping and 2040 Projection Refinement	Attachment A
Collection of Truck/Commodity Origin - Destination Data	Attachment B
Design and Implementation of a Stated Preference Survey to Determine the Elasticities of those Factors that Influence Shipping Decisions	Attachment C
Development of a Commodity Carrier Forecasting Model	Attachment D
Routing Probability Chart	Attachment E

Exhibits

Personal Services Agreement

Unit Price Breakdown	Exhibit A
Contractor Certification	Exhibit B
Federal Provisions (Including DBE Goal)	Exhibit C
Cover Sheet	Exhibit D
Disadvantaged Business Enterprise Guidelines	Exhibit E

Request for Proposal

The Collection and Analysis of Commodity Flow Information for Metro and the Port of Portland

Introduction

Metro, hereafter known as the Agency, is seeking the services of a qualified consultant to collect and analyze commodity flow information.

The Portland metropolitan area places a high priority on maintaining its competitive posture in the international and domestic marketplace. The ability to move commodities in and through the region is an important element within this framework. Metro and the Port of Portland desire information to help them better understand the freight system. In order to ensure an efficient system, information is needed about the quantity and type of goods being handled, where are the goods going in the region, how are they being carried, and what are the key factors that businesses consider in making shipment decisions.

A clear understanding of the current and potential problem areas is essential in order to secure funding for measures that will mitigate them. Information is needed that will enable Metro and Port of Portland staff to 1) identify current problem areas, 2) anticipate potential future problem areas, 3) generate viable solutions and improvements, and 4) evaluate the effectiveness of potential improvements. The data is essential so that policy leaders may make sound decisions in prioritizing freight improvements as they compete for funds with other regional projects.

The scopes of work within this Request for Proposal (RFP) define activities that begin the development of a commodity flow database and a set of analytical tools. Areas of work fall into the following categories.

- A. Commodity Scoping and 2040 Projection Refinement
 - 1) Provide a more detailed analysis of the commodities used in the Portland Metro 2040 Commodity Flow and Requirements Study.
 - 2) Identify the top importing and exporting businesses that use Portland area terminals.
 - 3) Quantify any commodity movement not accounted for in the 2040 study.
 - 4) Evaluate the growth projections of the commodity groups against those from the 2040 study.
- B. Collect Truck/Commodity Origin and Destination Data
- C. Conduct Stated Preference Survey of Firms to Determine the Elasticities of those Factors that Influence Shipping Decisions

- D. Develop a Commodity Carrier Forecasting Model sensitive to Changes in the Economic Market and Transportation Infrastructure Using the Findings from Areas A, B, and C

This RFP defines a set of needs this region has identified and includes a proposed methodology to address them. The work elements will be finalized as the input from the consultant team, a technical advisory committee, an expert review panel, and the Metro Regional Transportation Plan (RTP) Freight Work Team are incorporated into the solution process.

The contract is anticipated to start in December 1996 and will cover an eighteen month period. The total value of the contract is \$262,000. 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: Submittal and Closing Date for the Statement of Proposal

1.1 Eight copies of the Statement of Proposal (SOP) must be received by 5:00 p.m. on November 8, 1996. Neither late nor faxed submittals will be accepted. Firms submitting a Statement of Proposal not in compliance with Section 4 (Contents of the Statement of Proposal) will be considered non-responsive.

1.2 Statement of Proposals must be addressed to:

Richard E. Walker, Manager
Travel Forecasting Section
Transportation Department
Metro Regional Center
600 Northeast Grand Avenue
Portland, Oregon 97232-2736

Telephone: (503) 797-1765

Section 2: Inquiries

2.1 Procedural questions that arise prior to the Statement of Proposal deadline should be directed to Jean Alleman at (503) 797-1768.

Substantive inquiries concerning the project should be in writing or via e-mail and addressed to:

Richard E. Walker, Manager
Travel Forecasting Section
Transportation Department
Metro Regional Center
600 Northeast Grand Avenue
Portland, Oregon 97232-2736

Telephone: (503) 797-1765
E-mail: walkerd@metro.dst.or.us

2.2 Substantive responses will include the following:

2.2.1 Metro will provide a written response to all written substantive inquiries, as appropriate. All substantive inquiries must be received at least seven days prior to the Statement of Proposal due date. As appropriate, questions and answers will be provided in writing to all Request for Proposal recipients.

2.2.2 Metro and the Port of Portland 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: October 15, 1996
Place: Metro Regional Center
600 Northeast Grand Avenue
Portland, Oregon
Time: 9:00 AM
Room: TBA

Section 3: Statement of Work and Delivery Schedule

3.1 Background Information

A number of freight and commodity flow work elements have occurred during the last several years. A summary of each follows:

3.1.1 Intermodal Management System

An extensive computerized database is being developed as part of the Intermodal Management System (IMS) program. For all the statewide intermodal facilities, data regarding the site location, type of commodity handled there, volume of goods, carrier modes servicing the site, access conditions, etc. are being recorded.

3.1.2 Portland Metro 2040 Commodity Flow and Requirements Study

As part of the Region 2040 Plan development work, commodity flow characteristics were documented in a report by DRI/McGraw-Hill to demonstrate the implications of future freight volumes on the regional transportation system. The study evaluated Portland's overall freight market and identified key freight

segments supporting local consumption and production with nine broad commodity groups. Forecasting of Portland's long term freight market included projections by commodity types and by the modal split (ocean, rail, truck, and barge). Forecast horizons included the years 2000, 2010, 2020, 2030, and 2040.

3.1.3 Shipper Interviews

Several informal luncheons were held with the leading shippers and commodity carriers of this region. Information was collected anecdotally. Items such as route usage, the identification of flow problem locations, and other areas of concern were discussed.

3.1.4 Freight Terminal Site Tours

Port of Portland and Metro staff have toured several freight terminal sites. The intent of the tours was to gain a better understanding of product tracking techniques, warehousing capabilities, and the overall site operation.

3.1.5 Vehicle Classification and Truck Counts

Truck count information has been collected by several agencies for use in the Highway Performance Monitoring System and the Columbia Corridor Truck Study. A regional database has been assembled that serves to house the information in a single location. The collection year for the count data ranges from 1992 to 1995.

3.1.6 Count-Based Truck Matrix

Computer algorithms exist which allow the construction of a synthesized origin and destination matrix. Given specific count data on a simulation network of links and a seed trip table of flows, the zone-to-zone trip movements can be adjusted to provide a better match with the roadway count information. Based on the count data collected (see above), a synthesized average week day and PM peak 1-hour trip table of estimated truck flows were developed.

3.1.7 Statewide Freight Model

Consultants are under contract to the Oregon Department of Transportation Planning and Analysis Unit (TPAU). Work began in June 1996 to collect data and develop a simulation tool to estimate inter-city freight movement. It is imperative that a high degree of cooperation exist between the Statewide efforts and the work elements called for in this RFP. Potential exists for a high degree of data sharing and the use of common analysis techniques. An example of this commonality is found in the products that will be produced from the Weigh Station Survey.

ODOT is conducting this survey during the summer and fall. Vehicle classification data, commodity type, and origin - destination information will be collected.

3.2 Project Management Structure

- 3.2.1 The management structure for this endeavor will consist of a Project Management Team, a Technical Advisory Committee, the RTP Freight Work Team, and an Expert Review Panel.
- 3.2.2 Membership on the Project Management Team will include staff from Metro, the Port of Portland, the ODOT TPAU, and the consultant project manager. This group is the final decision making body for the project. It receives advisement from the Technical Advisory Committee, RTP Freight Work Team, and Expert Review Panel. All project issues, such as scheduling and funding, are addressed by the Project Management team.
- 3.2.3 Representatives from the shipping industry and business community will staff the Technical Advisory Committee. The purpose of the Advisory Committee is to provide local industry input into the project. In addition, the group provides a forum to test the feasibility of data collection techniques.
- 3.2.4 The RTP Freight Work Team includes staff from the local and regional jurisdictions. This committee currently exists. It was created for advising Metro on freight-related matters as they pertain to the RTP. In this project, the committee will serve as a liaison between the local government agencies and the Management Team.
- 3.2.5 The Expert Review Panel will include leading authorities in the field of commodity movement. The Panel will have national and local membership. This group will advise the Management Team on the effectiveness of data collection techniques and the overall study design. The input from the panel will be instrumental in the shaping of the final scope of work.

3.3 Desired Products and Services

Draft methodologies have been prepared for each program area in order to define the level of effort required to complete the full objectives of the study. Once the consultant team is selected, the methodologies will be refined by the consultant and the Project Management Team. The Technical Advisory Team, the RTP Freight Work Team, and the Expert Review Panel will have input into this refinement process.

The budget for this project is \$262,000. However, the consultant may consider that this is insufficient to produce the products defined in sections 3.3.1 through 3.3.4. If this is the case, the consultant should suggest a course of action for Metro and the Port of Portland

that 1) provides for the collection of commodity data that is deemed essential and 2) develops a less sophisticated but yet credible tool for use in estimating future commodity movements.

Within this budget, the first increment should provide the description of a proposed forecasting tool, define the list of essential data items that need to be gathered, and describe the data capture methodology. The cost for each task needs to be clearly presented. If the consultant considers more budget is needed, the amount for each additional task should be estimated.

The consultant is required to package the proposal in a manner that permits the Management Team to clearly see what products additional dollars could buy. Logical development steps need to be identified that would eventually lead to the implementation of the complete model (as defined by the full implementation scopes of work - see attachments). Each increment would take the modeling capabilities to a higher level of sophistication.

For each program area, a generalized full implementation methodology (free of financial constraints) is presented in the sections below. A more detailed draft scope of work for each are included as attachments.

3.3.1 Commodity Scoping and 2040 Projection Refinement

The purpose of this work effort is to provide a greater understanding of current and projected commodity flow in and out of the Portland metropolitan area. Major commodity groups from the Standard Transportation Commodity Code (STCC) will be used to classify the extreme diversity of commodity movement by all modes of transportation. Findings from the commodity scoping effort will additionally be used to supplement the 2040 Commodity Flow Report prepared by DRI/McGraw-Hill.

The information derived from this effort will establish the current baseline and future control totals for all commodity analysis. For each of the significant freight groups (i.e., individual commodities, grain, empties, air cargo, and container cargo), the following will be identified and quantified: the volume arriving and departing the metropolitan area, the mode(s) of transport, significant importing and exporting firms, and the factors that could influence the transport of the commodity. In addition, growth projections for each group will be made for the years 2000, 2010, and 2020.

A scope of work is attached (Attachment A) which defines the work elements in more detail. Some tasks will be completed by the Port of Portland staff (as indicated in the attachment) while others require consultant help.

The Management Team will assume project leadership for this program.

3.3.2 Collection of Truck/Commodity Origin and Destination Data

The objective of the Collection of Truck/Commodity Origin and Destination Data program area is to gather origin and destination data for the truck/commodity movements in the region. In addition, temporal information, site attributes at stops, number of axles on vehicles, commodity being carried, product value, routing information, and other similar data is to be collected.

The data collection efforts are to be focused at major shippers, freight terminals (truck and rail), and regional port sites. The intent of this study is not to capture every truck movement. It is focused on only the "major market" movements that begin, end, or pass through the above mentioned locations. It is anticipated that the origin, destination, and commodity data will be retrieved from bills of lading, truck routing sheets, and manifests maintained by trucking/rail companies.

The information will be used to construct a routing probability chart. For example, "x"% of commodity "y" arriving at Port Terminal 6 is sent to a reload site "s" and then shipped to destination "z" via a 3-axle truck. See Attachment E for a sample spectrum of more complex routing possibilities. Organizing data in this manner will allow the analyst a tool to quickly ascertain how the truck or rail movements will change if the commodity mix is altered. In addition, trip matrices can be developed from the information on the chart for network assignment.

The more complete scope of work is included in Attachment B.

The Project Management Team will assume leadership for this program.

3.3.3 Stated Preference Survey of Shipping Firms

Shippers make a number of decisions regarding the movement of their commodity. How often are shipments necessary? What is the best mode for shipment: truck or rail? Which port should be used to ship the product: local or out-of-region? What are the factors that affect the port choice? What is the value of the product? Is "just in time" delivery important? What influences these decisions: the shipping time, the cost, or carrier reliability? What are the elements that influence contracts? The answers to questions such as these have a great impact on the commodity movements in this region.

In order to understand the nature of the decision-making process, it is proposed that focus groups be formed to define issues and parameters. Stated preference surveys would then be designed and issued to selected firms in order to determine

the variable elasticities. A revealed preference survey is necessary to complement the stated preference survey information.

The scope of work for this program area is included as Attachment C.

The Management Team will assume leadership for this program.

3.3.4 Development of a Commodity Carrier Forecasting Model

The routing probability chart has a number of decision points identified (e.g., what kind of truck will carry the commodity, does the truck go directly to the receiver of the commodity or does it go to a reload site first). Some decisions not identified on the chart include the shipment time, whether to use less than truck loads (LTL) vs. full loads, and the use of the company's own fleet vs. shipping companies vs. for-hire haulers. Modeling tools can be constructed to replicate these decision processes.

Using the data collected in the work elements defined in this RFP, the scope of work calls for the development of a model for use in simulating commodity flows. The information gathered in the Commodity Scoping and Projection Refinement program area can be used to establish commodity control totals both regionally and for key sites. Shipping decisions can be based upon the elasticities derived from the stated preference data. Destination choice relationships can be derived from the Commodity Origin and Destination program area. All this information can be used to develop a modeling tool for estimating goods movement.

Attachment D provides a more complete scope of work.

The Project Management Team will assume leadership for this program.

3.4 Participation of Metro, Port of Portland, and ODOT Staff

Staff members from Metro, the Port of Portland, and ODOT will be active participants in several program areas.

3.4.1 The methodology for the Commodity Scoping and 2040 Projection Refinement area (Attachment A) specifically defines work elements that the Port will complete. Much of the work in the grain, containerized cargo, and bulks will be addressed by Port staff.

3.4.2 In the Development of the Forecasting Model program area, the consultant team will be responsible for the model specification and estimation. Metro staff, however, will code the algorithms into the appropriate software for

implementation. The EMME/2 macro language is preferred, but depending on the model form it may not be the most efficient. The base year application will be completed by Metro. The model validation will be jointly completed by the consultant team, Port of Portland staff, and Metro staff.

- 3.4.3 ODOT is actively engaged in the development of a statewide freight model. A consultant team is under contract to complete the work. Data collected in statewide surveys will complement the information gathered as part of this RFP (e.g., weigh station surveys). It is extremely important that a high degree of interaction be maintained so that data sharing can be maximized.

3.5 Selection and Delivery Schedule

The following dates are confirmed:

- 3.5.1 Proposal package advertised and available: **October 8, 1996**
Pre-proposal meeting to answer questions: **October 21, 1996**
Proposal deadline: **November 19, 1996**

- 3.5.2 The Agency anticipates the following schedule (dates are approximate) for interviews, contract approval, and contract completion:

Notice of interviews: **November 22, 1996**
Interviews: **December 3 and 4, 1996**
Consultant selection: **December 6, 1996**
Contract executed: **December 11, 1996**
Notice to proceed: **December 12, 1996**
Contract completion: **Eighteen months after the notice to proceed is issued.**

Section 4: Content of the Statement of Proposal

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

The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

- 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 Statement of Proposal must contain:

a. Cover Sheet (Pass/Fail)

The proposal must include a completed Cover Sheet (Exhibit D).

b. Firm's Capabilities (Maximum Score 15)

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

c. Project Team. (Maximum Score 20)

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

d. Understanding of Requested Services/Project (Maximum Score 20)

This relates to the basic or preliminary understanding of the requested services and the suggested scope of work. 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?

e. Scope of Work and Schedule (Maximum Score 25)

This relates to the work program developed by the proposer to address the project needs. The completed scope of work should provide innovation and include suggestions for enhancing various tasks. An implementation schedule by task is to be provided.

f. Resources (Maximum Score 15)

This relates to the total resources allocated to each given task of the proposed scope of work. Resources to be addressed include budget, person hours (by individual/position classification), and special equipment.

g. Supportive Information (Maximum Score 5)

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

h. 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 program. 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

i. DBE Policy and Participation Goal (Meet Goal or Demonstrate Maximum Effort)

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.

Statement of Proposals not meeting ALL pass/fail criteria will be considered non-responsive and shall be rejected.

Section 5: Format and Length of the Statement of Proposal

The Statement of Proposal must not exceed 50 pages, including the required cover sheet (Exhibit D). The Statement of Proposal must be organized in accordance with format described in Section 4 (Contents of the Statement of Proposal).

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).

Section 6: Evaluation of the Statement of Proposal 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 Statement of Proposal will be evaluated on the completeness and quality of content as described in Section 4 (Contents of the Statement of Proposal) and in Section 6.2 (Evaluation Criteria). In addition, qualifications must include demonstrated capabilities in the following areas:

Expertise in transportation modeling techniques and the development of model parameters and elasticities.

Expertise in using sound survey techniques and scientific methods.

Working knowledge of urban goods movement.

Experience in the field of commodity flow analysis.

Expertise in commodity forecasting.

Experience in designing and applying revealed and stated preference experiments (includes facilitating focus groups). Ability to integrate the results.

Ability to efficiently and effectively process large survey records in computer software data base managers.

Ability to present technical findings to groups of various sizes.

Experience and ability to perform on a project that involves the coordination of many multi-disciplinary team members as part of a project.

Interviews may be conducted with the top ranked-firms at the option of the Management Team. The Management Team will make the final consultant selection

6.2 Evaluation Criteria

Each Statement of Proposal 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>Number of Pages</u>	<u>Maximum Score</u>
a. Cover Sheet		Pass/Fail
b. Firm's Capabilities		15
c. Project Team		20
d. Understanding of Requested Services and Project		20
e. Scope of Work and Schedule		25
f. Resources		15
g. Supportive Information		5
h. Affirmative Action Program		Pass/Fail
i. DBE Policy & Participation Goal	_____	<u>Meet goal/max effort</u>
TOTAL NOT TO EXCEED	50	100

- 6.3 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. This information must be delivered in a sealed envelope with the consultant's name and address.

The envelope contents will not be opened or considered during the selection process, nor does this information apply toward the page limitation. Once the interviewed firms have

been evaluated and ranked, the cost information for the firms selected for contract negotiations will be opened.

The envelopes for the remaining firms will be returned unopened to the consultant once a contract is executed.

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 (see attached personal service agreement form with exhibits).

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

- 7.2 Monthly progress reports are required to be sent to Metro during the duration of the project. The report should focus on the work completed during the current month and describe the anticipated progress for the following month. The progress reports should be sent to:

Richard E. Walker, Manager
Travel Forecasting Section
Transportation Department
600 Northeast Grand Avenue
Portland, Oregon 97232-2736

- 7.3 Payments for all work will be obtained by sending monthly invoices to Metro. All payments from Metro will withhold a ten percent retainage. Upon successful completion of the project, all retainage will be released to the contractor. Invoices should be sent to:

Metro
Transportation Department
600 Northeast Grand Avenue
Portland, Oregon 97232-2736

Attention: Karen Thackston

- 7.4 The Agency reserves the right to reject any or all Statement of Proposals 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 Statement of Proposal. All Statement of Proposals 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.

- 7.5 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.

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

- 7.7 Protests concerning the consultant selection process must be delivered in writing to the Agency within five 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 the involved party.

**RFP for the
Collection and Analysis of Commodity Flow Information**

Attachment A

**Scope of Work for the Development of the Commodity Scoping and 2040
Projection Refinement**

Introduction

The purpose of this work effort is to provide a greater understanding of current and projected commodity flow in and out of the Portland metropolitan area. Major commodity groups from the STCC (Standard Transportation Commodity Code) will be used to classify (and simplify) the extreme diversity of commodity movement by all modes of transportation. Findings from the commodity scoping effort will additionally be used to supplement the 2040 Commodity Flow Report prepared by DRI/McGraw-Hill.

Task 1 Finalize Scope of Work and Budget

Responsibility: Port (lead) Metro, Consultant (participants)

Subtasks:

- a) Review Draft Scope of Work, revise as necessary, finalize.
- b) Establish base year for commodity projections.
- c) Finalize consultant budget and Port budget.

Products:

- a) Detailed Scope of Work.
- b) Signed contract with consultant.

Task 2 STCC Code Commodity Scoping

Responsibility: Consultant

This task involves providing an examination of commodity activity by major commodity groups identified by STCC (Standard Transportation Commodity Classification). For each of the commodity groups listed in Table 1, the following needs to be determined:

Subtasks:

- a) Estimate the total volume departing from the Portland metropolitan area.
- b) Estimate the total volume arriving in the Portland metropolitan area.
- c) Identify major subcategories of each group being shipped through the Portland metropolitan area.
- d) Identify various modes used for imports and exports (i.e., the mode by which it arrives or departs from the Portland metropolitan area). Identify which is the major mode of transportation for imports and exports.

- e) Identify the most significant exporters of each group and the percentage of total volume they represent.
- f) Identify the most significant importers of each group and the percentage of total volume they represent.
- g) Identify conditions/factors specific to each group that could cause major changes in mode split.
- h) Identify trends/changes in transportation technologies of each group that could affect the transportation network.
- i) Identify factors specific to each commodity group that could mean significant changes in the way the commodity is transported, where it is transported, or when it is transported.
- j) List advantages and limitations of the Portland metropolitan area in relation to the transportation of each group.
- k) Determine growth projections of each group in the Portland area (year 2000, 2010, and 2020).

Products:

- a) Report with all of the above information with methodology documentation and summary of findings.
- b) Portland metropolitan area map identifying exporters and importers.

Task 3 Specific STCC Code Commodity Scoping -Cash Grains

Responsibility: Port (Policy & Planning, Marketing Research)

Subtasks:

- a) Determine total volume of grain departing from Portland by mode.
- b) Identify areas/regions where grain originates.
- c) List types of grain shipped through the Portland area.
- d) Identify trends/changes in grain movement that could affect the transportation network.
- e) Identify factors that could mean significant changes in the way the commodity is transported, where it is transported, or when it is transported
- f) List advantages and limitations of Portland in relation to grain movement.
- g) Identify the most significant exporters of grain and percentage of total volume they represent.
- h) Determine overall growth projections of grain through the Portland area (year 2000, 2010, and 2020).
- i) Determine growth projections for grain (national).
- j) Determine growth by mode (Ship, Train, Truck, Barge) for the Portland area (year 2000, 2010, and 2020).

Product:

- a) Report with all of the above information with methodology documentation and summary of findings.

Task 4 Specific STCC Code Commodity Scoping -Empty Units

Responsibility: Consultant

Subtasks:

- a) Estimate total number of empty units by mode departing from the Portland metropolitan area.
- b) Estimate the total number empty units by mode entering the Portland metropolitan area.
- c) Identify types of businesses in the Portland metropolitan area known to generate significant amounts of empty units.
- d) Identify general trends/changes that could influence the amount of empty units being transported on the transportation network.

Product:

- a) Report with all of the above information with methodology documentation and summary of findings.

Task 5 Containerized Cargo Scoping

Responsibility: See individual subtasks

Subtasks:

- a) Define "containerized." (Consultant, Port)
- b) Determine the total amount of containerized cargo departing from Portland by mode. (Port, International, Domestic Marine ; Consultant, remainder)
- c) Determine the total amount of containerized cargo arriving in Portland area by mode. (Port, International, Domestic Marine; Consultant, remainder)
- d) List the types of commodities shipped in containers through the Portland area. (Port, International; Consultant, Domestic)
- e) Identify general classifications of commodities in containers. (Port, International; Consultant, Domestic)
- f) Identify the most significant exporters and importers of containerized cargo in the Portland area. (Port)
- g) Identify the most significant exporters and importers of containerized cargo outside the Portland area. (Port)
- h) Determine the percentage of total volume that the top 5 importers and exporters represent. (Port)
- i) Identify trends/changes in containerized cargo movement that could affect the transportation network. (Consultant w/ input from Port)
- j) Identify trends/changes in the commodities being shipped by containers that could affect the transportation network. (Consultant w/ input from Port)
- k) List new commodities being shipped by containers that could affect the transportation network. (Consultant w/ input from Port)
- l) Identify specific advantages and limitations of Portland in relation to containerized cargo movement. (Port)
- m) Determine overall containerized cargo growth projections (national). (Consultant)
- n) Determine growth projections of containerized cargo by mode (Ship, Train, Truck, Barge) for the Portland area (year 2000, 2010, and 2020). (Consultant)

Products:

- a) Report with all of the above information with methodology documentation and summary of findings.
- b) Portland area map identifying exporters and importers

Task 6 Air Cargo Scoping

Responsibility: Aviation Marketing (NOTE: Subtasks e, f, h, and i will be determined during survey work)

Subtasks:

- a) Determine the total volume of air cargo, international and domestic, departing from PDX.
- b) Determine the total volume of air cargo, international and domestic, departing the Portland area (to capture truck movement).
- c) Determine the total volume of air cargo, international and domestic, arriving at PDX.
- d) Determine the total volume of air cargo, international and domestic, arriving in the Portland area (to capture truck movement).
- e) Identify receivers of air cargo arriving at PDX (both Portland and outside the region).
- f) Identify major generators of air cargo (both Portland and outside the region).
- g) Determine distinction between the amount and type of cargo shipped pax belly vs. all cargo/freighters; identify what data is available and for which direction or both.
- h) Identify general categories of air cargo shipped through the Portland area.
- i) Identify the spectrum of commodity types shipped through the Portland metropolitan area.
- j) Identify the most significant exporters and importers of air cargo in the Portland metropolitan area.
- k) Identify the most significant exporters and importers of air cargo outside the Portland metropolitan area.
- l) Determine the percentage of total volume that the most significant importers and exporters represent.
- m) Identify trends/changes in air cargo movement that could affect the transportation network.
- n) Identify trends/changes in the commodities being shipped by air cargo that could affect the transportation network.
- o) Identify new commodities being shipped by air cargo that could affect the transportation network.
- p) Identify specific advantages and limitations of Portland in relation to air cargo movement.
- q) Determine growth projections of air cargo movement for PDX (year 2000, 2010, and 2020).
- r) Determine growth projections of air cargo movement for the Portland metropolitan area (year 2000, 2010, and 2020).

Products:

- a) Report with all of the above information with methodology documentation and summary of findings.
- b) Portland area map identifying exporters and importers.

Task 7 2040 Projection Refinement

Responsibility: Consultant

Subtasks:

- a) Compare results of commodity scoping effort with projections in the 2040 Report.

- b) Incorporate results of the commodity scoping effort and refine 2040 projections if necessary.

Product:

- a) Report summarizing findings of comparison with 2040 Report and appropriate methodology documentation.

Task 8 Compile Final Report

Responsibility: Consultant

Subtasks:

- a) Gather all of the components of the commodity scoping (individual commodities, grain, empties, air cargo, and containerized cargo) and integrate into one document.
- b) Prepare final report summarizing findings and highlights of the commodity scoping effort.

Product:

- a) Report summarizing commodity scoping effort.

Task 9 Convene Final Meeting

Responsibility: Consultant (lead), Port, Metro (participants)

Subtasks:

- a) Distribute completed document to participants for review.
- b) Gather appropriate participants for final presentation.

Product:

- a) Consent of all participants.

Table 1

Group	STCC categories
1. Animals and Vegetables	Farm products 01 (exclude 011 Cash Grains from this group) Forest by-products 08 Fish & marine products 09 Food & kindred products 20
2. Minerals	Metallic ores 10 Coal & Lignite 11 Crude petroleum & natural gas 13 Non-metallic ores 14
3. Chemicals	28 Chemicals 29 Petroleum & coal products
4. Rubber & Plastics	Rubber and Plastics 30
5. Wood/Pulp/Paper	Lumber & wood 24 Furniture & fixtures 25 Pulp & paper 30 Printed material 27
6. Textiles	Textile mill products 22 Apparel 23
7. Stone/Ceramic/Glass	Clay & concrete Products 32
8. Metal Products	Primary metals 33 Fabricated metal products 34
9. Machinery & Electrical Equipment	Machinery 35 Electrical equipment 36 Instruments 38
10. Transportation Equipment	Transport equipment 37 (exclude trucks & automobiles 371)
10.a. Trucks & Automobiles	Trucks & automobiles 371
11. Miscellaneous	Ordinance 1 Tobacco products 21 Leather products 31 Miscellaneous manufacturing-products 39 Waster & scrap 41 Small packaged freight 47 Prepackaged software 7372

RFP for the
Collection and Analysis of Commodity Flow Information

Attachment B

Draft Scope of Work for the
Collection of Truck/Commodity Origin Destination Data

Task 1: Finalize Scope of Work and Budget

Subtasks:

- a) Review Draft Scope of Work, revise as necessary, finalize. (Lead: Metro, Port, Consultant, Participants: ODOT).
- b) Finalize consultant budget. (Lead: Metro, Port, Participants: ODOT).

Products:

- a) Detailed Scope of Work.
- b) Signed contract with Consultant.

Task 2: Management Structure

Subtasks:

- a) Organize Management Team - MT. (Lead: Metro, Port, Participants: ODOT).
- b) Select Technical Advisory Committee - TAC. Coordinate RTP Freight Work Team - FWT. (Lead: Metro, Port, Participants: ODOT, Consultant).
- c) Select Expert Review Panel (ERP) participants. (Lead: Metro, Port, Participants: ODOT, Consultant).

Products:

- a) MT function defined (project management, contract administration, etc.).
- b) TAC and FWT established.
- c) ERP selected, service contracts signed.

Task 3: Convene Meeting

Day 1: Expert Review Panel

Day 2 - AM: Expert Review Panel, Technical Advisory Committee, Business Representatives, RTP Freight Work Group

Subtasks (Day 1):

- a) Present commodity growth assumptions, need for survey. (Lead: Port, Metro).
- b) Review proposed data collection and analysis activities. (Lead: Metro, Port, Consultant).
- c) Review list of survey locations. (Lead: Metro, Port, Consultant).
- d) Refine methodologies per ERP comments. (Lead: Metro, Port, Consultant).

Subtasks (Day 2):

- a) Present commodity growth assumptions, need for survey. (Lead: Port, Metro).
- b) Review proposed data collection and analysis activities. (Lead: Metro, Port, Consultant).
- c) Review list of survey locations. (Lead: Metro, Port, Consultant).
- d) Refine methodologies per comments by participants. (Lead: Metro, Port, Consultant).

Products:

- a) Revised methodology based upon comments received by participants.

Task 4: Define Data Needs, Survey Instrument, and Methodology

Subtasks:

- a) Identify list of data needs (o/d data, commodity types, etc.). (Lead : Consultant, Metro, Port, Participant : ODOT).
- b) Develop list of survey sites (facility sites and trucking companies). (Lead: Consultant, Metro, Port, Participant : ODOT).
- c) Reaffirm use of bills of lading, manifests, and carrier schedules as key data sources.
- d) Develop survey instrument(s). Customize instrument, as necessary, for different terminal sites (i.e., railroad, port, truck, reload). (Lead: Consultant, Participants: Metro, Port, ODOT).
- e) Identify locations where vehicle counts are needed to support survey work. (Lead: Consultant, Participants : Metro, Port, ODOT).
- f) Coordinate with ODOT Weigh Station Survey. Maximize data sharing. (Lead: Consultant, Participants : Metro, Port, ODOT).
- g) Review information with TAC/FWT. As necessary, incorporate comments. (Lead: Consultant, Metro, Port).
- h) Review information with ERP via conference call. As necessary, incorporate comments. (Lead: Consultant, Metro, Port).

Products:

- a) Survey instrument(s) prepared.
- b) Count locations defined.
- c) Survey sites chosen.

Task 5: Test Survey Instrument and Methodology at Selected Sites

Subtasks:

- a) Test survey at several sites (e.g. port site and trucking firm). (Lead: Consultant).
- b) Review results. Revise methodology, as necessary, and finalize survey instrument. (Lead: Consultant, Metro, Port, Participant: ODOT).
- c) Convene TAC/FWT to review the survey test results. (Lead: Consultant, Participants: Metro, Port).
- d) Document survey methodology. (Lead: Consultant).

Products:

- a) Final survey instrument and methodology.
- b) Documentation of survey methodology.

Task 6: Collect Data

Subtasks:

- a) Develop a data collection schedule. (Lead: Consultant, Participants: Metro, Port).
- b) Prior to data collection, hold meeting(s) with sample group. Review survey procedure and the request for data. (Lead: Consultant, Metro, Port).
- c) Modify survey sample if firms do not wish to participate. (Lead: Consultant).
- d) Collect Data. (Lead: Consultant).
- e) Geocode carrier stop locations. Use state plane coordinates. Acuity for stops should be at the address or nearest cross street. (Lead: Consultant).

- l) Record data in database manager (DBM). (Lead: Consultant).
- h) Prepare report summarizing findings. Relate information to the probability routing chart, or equivalent. (Lead: Consultant).

Products:

- a) Database Manager containing survey data. Documentation of the DBM structure, variable names, etc.
- b) Report summarizing findings.

Task 7: Convene Meeting

- Day 1 - AM: Technical Advisory Committee, Expert Review Panel, Business Representatives, RTP Freight Work Team
- Day 1 - PM: Expert Review Panel
- Day 2 - AM: Technical Advisory Committee, Expert Review Panel, Business Representatives, RTP Freight Work Team

Subtasks (Day 1 - AM):

- a) Present survey results. (Lead: Consultant).

Subtasks (Day 1 - PM, Day 2 - AM):

- a) Discuss methodology to conduct a stated preference survey of firms. (See Attachment C: Scope of Work to Conduct a Stated Preference Survey of Firms).

RFP for the
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Attachment C

Draft Scope of Work for the
Design and Implementation of a Stated Preference Survey to
Determine the Elasticities of those Factors that Influence Shipping Decisions

Task 1: Finalize Scope of Work and Budget

Subtasks:

- a) Review Draft Scope of Work, revise as necessary, finalize. (Lead: Metro, Port, Consultant, Participant: ODOT).
- b) Finalize consultant budget. (Lead: Metro, Port, Consultants, Participant: ODOT).

Products:

- a) Detailed Scope of Work.
- b) Signed contract with Consultant.

Task 2: Management Structure

Products:

- a) Management structure is the same as that defined in Attachment B.

Task 3: Convene Meeting (Same as in Task 7, Attachment B)

Day 1 - AM: Technical Advisory Committee, Expert Review Panel, Business Representatives, RTP
Freight Work Team

Day 1 - PM: Expert Review Panel

Day 2 - AM: Technical Advisory Committee, Expert Review Panel, Business Representatives, RTP
Freight Work Team

Subtasks (Day 1 - AM):

- a) Present Truck/Commodity Origin Destination survey results. (Lead: Consultant).

Subtasks (Day 1 - PM):

- a) State need for stated preference. (Lead: Metro, Port, Consultant).
- b) Discuss methodology to conduct a stated preference survey of firms. (Lead: Metro, Port, Consultant).
- c) Refine methodology based upon ERP comments. (Lead: Metro, Port, Consultant).

Subtasks (Day 2 - AM):

- a) State need for stated preference. (Lead: Metro, Port, Consultant).
- b) Discuss methodology to conduct a stated preference survey of firms. (Lead: Metro, Port, Consultant).
- c) Refine methodology based upon participant comments. (Lead: Metro, Port, Consultant).

Products:

- a) Revised methodology based upon comments received by participants.
- b) Determine need for companion revealed preference survey.

Task 4: Tentatively Define Data Needs and Meaningful Ranges for the Variables

Subtasks:

- a) Identify issues/variables that affect the choices of shippers (e.g. haul time, reliability). (Lead: Consultant, Participants: Metro, Port, ODOT).
- b) Identify meaningful ranges for the variables (e.g. how many times a month does a carrier need to be late before it is a problem, how much delay is tolerable on the roadway system before it is a problem). Try to define ranges that shippers actually experience. (Lead: Consultant, Participants: Metro, Port, ODOT).

Products:

- a) Preliminary list of issues and variables identified.

Task 5: Hold Focus Group Meetings

Subtasks:

- a) Identify individuals to participate as focus group members. At least two or three meetings may be necessary in order to maintain a 10 to 12 person attendance limit. (Lead: Port, Participants: Consultant, Metro)
- b) Hold meeting. Discuss issues that affect shipping. Define variable ranges and problem thresholds. (Lead: Consultant, Participants: Metro, Port).
- c) Compare to initial list prepared in Task 4. (Lead: Consultant, Participants: Metro, Port).

Products:

- a) Composite list of issues that affect the transport decisions of shippers.
- b) Problem thresholds and meaningful variable ranges defined.

Task 6: Design Survey Instruments and Methodology

Subtasks:

- a) Develop list of survey sites. (Lead: Consultant, Metro, Port, Participant: ODOT).
- b) Design survey instruments (stated and revealed preference). (Lead: Consultant, Participants: Metro, Port).
- c) Review information with the TAC/FWT. Incorporate comments. (Lead: Consultant, Participants: Metro, Port).
- d) Review information with ERP via conference call. Incorporate comments. (Lead: Consultant, Participants: Metro, Port).

Products:

- a) Survey instruments prepared.
- b) Survey sites chosen.

Task 7: Test Survey Instruments and Methodologies at Selected Sites

Subtasks:

- a) Administer survey to several test sites. (Lead: Consultant).
- b) Review methodology, survey instruments, and results. (Lead: Consultant, Participants: Metro, Port).
- c) Convene TAC/FWT to review survey test results. Incorporate comments. (Lead: Consultant, Participants: Metro, Port).
- d) Prepare documentation summarizing the survey instrument and methodology. (Lead: Consultant).

Products:

- a) Final survey instruments.
- b) Documentation of survey methodology.

Task 8: Administer Stated and Revealed Preference Survey

Subtasks:

- a) Develop a data collection schedule. (Lead: Consultant, Participants: Metro, Port).
- b) Prior to data collection, hold meeting(s) with sample group. Review survey procedure and the request for data. (Lead: Consultant, Metro, Port).
- c) Modify sample if firms do not wish to participate. (Lead: Consultant, Participants: Metro, Port).
- d) Collect Data. (Lead: Consultant).
- e) Record data in database manager. (Lead: Consultant).
- f) Prepare report summarizing findings. (Lead: Consultant).

Products:

- a) Database Manager containing survey data. Documentation of the DBM structure, variable names, etc.
- b) Report summarizing findings.

Task 9: Convene Meeting

- Day 1 - AM: Technical Advisory Committee, Expert Review Panel, Business Representatives, RTP Freight Work Team
- Day 1 - PM: Expert Review Panel
- Day 2 - AM: Technical Advisory Committee, Expert Review Panel, Business Representatives, RTP Freight Work Team

Subtask (Day 1 - AM):

- a) Present Stated and Revealed Preference Survey results. (Lead: Consultant).

Subtask (Day 1 - PM. Day 2 - AM):

- a) Discuss the methodology to develop a commodity carrier model using the findings of the truck/commodity origin and destination data and the stated preference survey. (See Attachment D: Scope of Work for the Development of a Commodity Carrier Forecasting Model).

RFP for the
Collection and Analysis of Commodity Flow Information

Attachment D

Draft Scope of Work for the
Development of a Commodity Carrier Forecasting Model

Task 1: Finalize Scope of Work and Budget

Subtasks:

- a) Review Draft Scope of Work, revise as necessary, finalize. (Lead: Metro, Port, Consultant, Participant: ODOT).
- b) Finalize consultant budget. (Lead: Metro, Port, Consultants, Participant: ODOT).

Products:

- a) Detailed Scope of Work.
- b) Signed contract with Consultant.

Task 2: Management Structure

Products:

- a) Management structure is the same as that defined in Attachment B.

Task 3: Convene Meeting (Same as in Task 9, Attachment C)

- Day 1 - AM: Technical Advisory Committee, Expert Review Panel, Business Representatives, RTP Freight Work Team
- Day 1 - PM: Expert Review Panel
- Day 2 - AM: Technical Advisory Committee, Expert Review Panel, Business Representatives, RTP Freight Work Team

Subtasks (Day 1 - AM):

- a) Present Stated and Revealed Preference Survey results. (Lead: Consultant).

Subtasks (Day 1 - PM):

- a) State need for Commodity Carrier Forecasting Model. (Lead: Metro, Port, Consultant).
- b) Discuss methodology to develop a model. (Lead: Metro, Port, Consultant).
- c) Refine methodology based upon ERP comments. (Lead: Metro, Port, Consultant).

Subtasks (Day 2 - AM):

- a) State need for Commodity Carrier Forecasting Model. (Lead: Metro, Port, Consultant).
- b) Discuss methodology to develop a model. (Lead: Metro, Port, Consultant).
- c) Refine methodology based upon participant comments. (Lead: Metro, Port, Consultant).

Products:

- a) Revised methodology based upon comments received by participants.

Task 4: Finalize Model Design

Subtasks:

- a) Determine methodology to allocate the units of each commodity to a zonal level of geography. This becomes the basis for commodity carrier generation. (Lead: Consultant, Participants: Metro, Port).
- b) Determine methodology to estimate origin - destination patterns. (Lead: Consultant, Participants: Metro, Port).
- c) Develop paradigm for estimating carrier type, the number of carriers required, the time of day, etc. (Lead: Consultant, Participants: Metro, Port).
- d) Address network routing issues (i.e., path choice criteria). (Lead: Consultant, Participants: Metro, Port).
- d) All phases of the model development should incorporate elements of the decision criteria that a shipper uses. (Lead: Consultant, Participants: Metro, Port).

Products:

- a) A paradigm to estimate commodity and carrier flows.

Task 5: Assemble Data Necessary to Implement Model Design

Subtasks:

- a) Assemble the relevant products from 1) the Commodity Scoping and 2040 Projection Refinement program (Attachment A), 2) the Collection of Truck/Commodity Origin - Destination Data program (Attachment B), 3) the Stated/Revealed Preference Survey program (Attachment C), 4) the ODOT Weigh Station Survey program, 5) and other elements related to the Statewide Freight Model. Useful information may be found in sources such as the IMS database, vehicle classification count data, and the 1992 National Commodity Survey. (Lead: Consultant, Participants: Metro, Port).

Products:

- a) Data sources identified.

Task 6: Construct Model

Subtasks:

- a) Estimate model coefficients. Calibrate to survey data. (Lead: Consultant).
- b) Review model estimation with ERP via conference call. (Lead: Consultant, Participants: Metro, Port).
- c) Review model estimation with TAC/FWT. (Lead: Consultant, Participants: Metro, Port).
- c) Code model as an EMME/2 macro or in another programming language, if appropriate. Metro will provide staff for this work element. (Lead: Metro, Participant: Consultant).
- d) Apply model to develop existing condition scenario. Metro will provide staff for this work element. (Lead: Metro, Participant: Consultant).
- e) Validate model. Revise as necessary. (Lead: Consultant, Participants: Metro, Port).
- f) Documentation of model (draft). (Lead: Consultant).

Products:

- a) Validated model.
- b) Model documentation (draft).

Task 7: Application of the Model using a 2015 Horizon Year

Subtasks:

- a) Prepare model input data. Metro will provide staff for this work element. (Lead:

- Metro, Participants: Port, Consultant).
- b) Apply model. Prepare result summaries. Metro will provide staff for this work element. (Lead: Metro, Participant: Consultant).
 - c) Review results for reasonableness. (Lead: Consultant, Metro, Port).
 - d) Revise model as necessary. (Lead: Consultant, Participants: Metro, Port).
 - e) Documentation of model (final). (Lead: Consultant).

Products:

- a) Model results for the year 2015.
- b) Model documentation (final).

Task 8: Convene Meeting

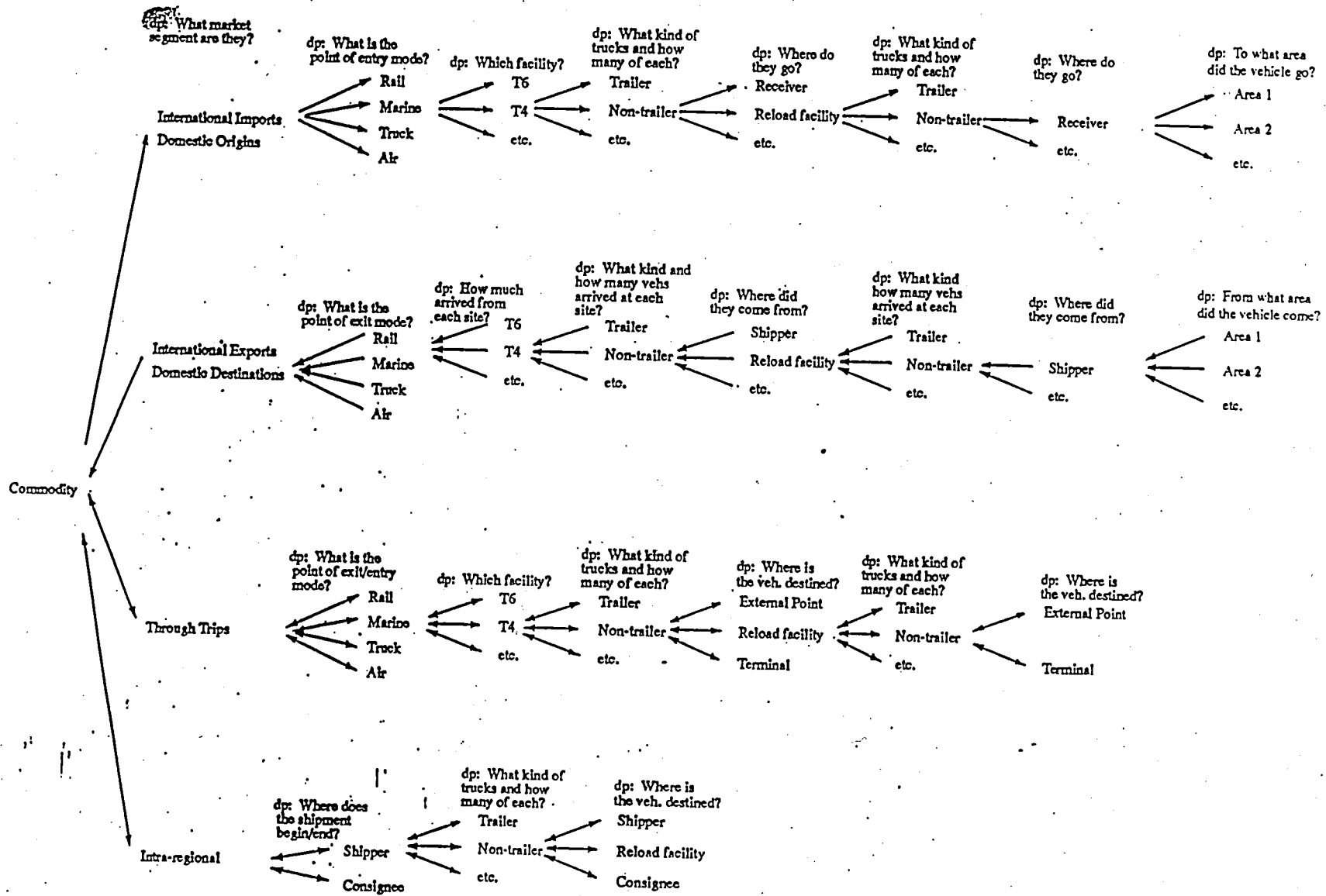
Day 1 - AM: Technical Advisory Committee, Business Representatives, RTP Freight, Work Team

Subtask (Day 1 - AM):

- a) Explain the final form of the Commodity Carrier Model. Present model application results for existing and future conditions. (Lead: Consultant, Metro, Port).

Routing Probability Chart -- Attachment E

What are the commodities?		How many units are being moved through the region?		What is their freight category?	
Animals & Vegetables	→	X Units	↙ ↘ ↗ ↖	International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips	
Minerals	→	X Units	↙ ↘ ↗ ↖	International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips	
Chemicals	→	X Units	↙ ↘ ↗ ↖	International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips	
Rubber & Plastics	→	X Units	↙ ↘ ↗ ↖	International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips	
Wood/Pulp/Paper	→	X Units	↙ ↘ ↗ ↖	International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips	
Textiles	→	X Units	↙ ↘ ↗ ↖	International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips	
Stone/Ceramic/Glass	→	X Units	↙ ↘ ↗ ↖	International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips	
Metal Products	→	X Units	↙ ↘ ↗ ↖	International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips	
Machinery & Electrical Equipment	→	X Units	↙ ↘ ↗ ↖	International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips	
Transportation Equipment	→	X Units	↙ ↘ ↗ ↖	International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips	
Trucks & Automobiles	→	X Units	↙ ↘ ↗ ↖	International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips	
Miscellaneous	→	X Units	↙ ↘ ↗ ↖	International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips	<div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block; vertical-align: middle;"></div> →



Decision process is made from left to right. Commodities flow in direction of arrows.

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, and _____, 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 _____, 1996, and shall remain in effect until and including _____, 199__, 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 and all claims, demands, damages, actions, losses and expenses including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. 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 certified that it is not currently employed by the federal government. Contractor further certifies that it is not currently employed by the State of Oregon.
- b. If federal funds are involved in this Agreement, Exhibit "B," Certificate of Consultant, and Exhibit "C" Federal Provisions, including Certification of Involvement In Any Debarment and Suspension, are incorporated into this Agreement by reference.
- c. Contractor shall not be compensated for work performed under this Agreement by any other federal, state or local agency.
- d. This Agreement may be terminated by Metro upon 30 days notice, in writing and delivered by certified mail or in person, if funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. The Agreement may be modified to accommodate a reduction in funds.

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 10 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.

By: _____
Title: _____
Date: _____

METRO
By: _____
Title: _____
Date: _____

OREGON DEPARTMENT OF TRANSPORTATION

By: _____
Title: _____
Date: _____

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EXHIBIT A

PART 1 OF 3

Statement of Work and Delivery Schedule

This personal services agreement and supporting documents are intended to be complementary and to describe and provide information for a complete work scope. In the event that there is a discrepancy or conflict between documents, they shall govern in the following order: FIRST, the contract provisions and exhibits; SECOND, the request for proposal; and THIRD, the Contractor's proposal.

Parts 2 and 3 of this exhibit must be completed by the consultant and returned with the proposal.

EXHIBIT A

Part 2 of 3

Lump Sum

Consideration

- A. Payment for work accomplished under this contract and included in the scope of work shall be a "lump sum" of _____. The fee includes all expenses.
- B. Progress payments will be made to Contractor over the period of the contract upon receipt of Contractor's billing statement. All bills and other forms of claims for payment must be submitted in duplicate no more than once per month to Department's Project Manager for approval by Department. Failure to present claims in proper form within 60 days after the end of the month in which the work is performed shall constitute a waiver on the part of Contractor of his right to present such claim thereafter or to receive payment therefore. Department shall make payment of all approved billing statements in accordance with ORS 293.462.
- C. Payment for work accomplished shall be for those costs allowable under the provisions of 48, CFR Part 31 (Federal Acquisition Regulations).
- D. Department shall allow appropriate increases in agreed maximum amount should any substantial approved increase occur in the scope, character, schedule or complexity of services as outlined in the Statement of Work in EXHIBIT A. Contractor must have written approval of Department prior to commencing any such work. Moreover, Contractor shall not incur costs in excess of the maximum amount of such cost stated in this section unless an increase in such maximum amount is allowed by Department.
- Any such increase in the maximum amount shall be the subject of a supplemental contract to be negotiated between Department and Contractor after application therefrom by Contractor.
- E. Payment for extra work performed under this contract shall be paid as agreed to by the parties hereto in writing at the time extra work is authorized.
- F. Department reserves the right to withhold final payment equal to ten percent (10%) of the total contract amount until all required work is completed and accepted by the Department.
- G. Final payment of any balance due Contractor will be made promptly upon verification of completion and acceptance of the work by Department. Department; or their duly authorized agents, may audit Contractor's records prior to payment of the final billing. In no event shall the adjusted costs exceed the maximum amount specified above without a contract amendment.

EXHIBIT A

Part 2 of 3

Unit Price

Consideration

- A. The compensation for work accomplished under this contract shall not exceed a maximum of _____ without prior written approval of Department. Contractor agrees to perform all services on the basis of Contractor's unit price amounts detailed in this exhibit.
- B. Progress payments will be made to Contractor over the period of the contract upon receipt of the Contractor's billing statement. Bills for services shall show the dates, persons or classifications, and billing rates and must detail the nature of the work done by each. Nonlabor costs must be fully itemized. All bills and other forms of claims for payment must be submitted in duplicate no more than once per month to Department's Project Manager for approval by Department. Failure to present claims in proper form within 60 days after the end of the month in which the work is performed shall constitute a waiver on the part of Contractor to present such claim thereafter or to receive payment therefore. Department shall make payment of all approved billing statements in accordance with ORS 293.462.
- C. Payment for work accomplished shall be for those costs allowable under the provisions of 48 CFR Part 31 (Federal Acquisition Regulations).
- D. Department shall allow appropriate increases in agreed maximum amount should any substantial approved increase occur in the scope, character, schedule or complexity of services as outlined in the Statement of Work in EXHIBIT A. Contractor must have written approval of Department prior to commencing any such work. Moreover, Contractor shall not incur costs in excess of the maximum amount of such cost stated in this section unless an increase in such maximum amount is allowed by Department.
- Any such increase in the maximum amount shall be the subject of a supplemental contract to be negotiated between Department and Contractor after application therefrom by Contractor.
- E. Payment for extra work performed under this contract shall be paid as agreed to by the parties hereto in writing at the time extra work is authorized.
- F. Department reserves the right to withhold final payment equal to ten percent (10%) of the total contract amount until all required work is completed and accepted by the Department.
- G. Final payment of any balance due Contractor will be made promptly upon verification of completion and acceptance of the work by Department. Department, or their duly authorized agents, may audit Contractor's records prior to payment of the final billing. In no event shall the adjusted costs exceed the maximum amount specified above without a contract amendment.

EXHIBIT A

Part 3 of 3

CORPORATIONS

FOR UNIT PRICE ESTIMATES

CALCULATION OF OVERHEAD RATE

For the Year Ended _____, 199

Direct Labor \$

Overhead Expenses*

Payroll Expenses

Vacation/Holiday/Sick Leave \$

Payroll Taxes

Employee Insurance

Total Payroll Expenses \$

General and Administrative Expenses

Indirect Labor \$

Employee Education

Auto Expense

Repairs and Maintenance

Travel

Office Rent

Utilities

Equipment Rental

Supplies

Legal and Accounting

Dues and Subscriptions

General Insurance

Depreciation

Total General and Administrative Expenses

Total Overhead Expenses

Overhead Rate: $\frac{\text{Overhead Expenses}}{\text{Direct Labor}} = \%$

*Do not include:

Interest

Contributions

Bad Debts

Entertainment

Income Tax

Lobbying Costs

Organization Costs

Fines and Penalties

Losses on Other Contracts

Goodwill

The allowability of costs is dependent upon the standards in the Code of Federal Regulations (CFR) Title 48-Federal Acquisition Regulations System (FARS), Part 31, "Contractor Cost Principles and Procedures".

EXHIBIT A

Part 3 of 3

CORPORATIONS

FOR UNIT PRICE ESTIMATES

SUMMARY OF ESTIMATE FOR SERVICES

<u>Personnel</u>	<u>Hours</u>	<u>Billing Rate</u>	<u>Estimated Cost</u>
------------------	--------------	---------------------	-----------------------

Subtotal \$ _____

DIRECT NONLABOR COSTS

Travel and Per Diem \$ _____

Rent Expense \$ _____

Reproduction Expenses \$ _____

Computer Expense \$ _____

Communications \$ _____

Outside Consultants
(firm name and service) \$ _____

Other (specify) \$ _____

Subtotal \$ _____

TOTAL ESTIMATE \$ _____
TOTAL NOT TO EXCEED \$ _____

EXHIBIT A

Part 3 of 3

CORPORATIONS

FOR UNIT PRICE ESTIMATES

BREAKDOWN OF BILLING RATES AND
DIRECT NONLABOR COSTS

BILLING RATES

<u>Personnel</u>	<u>Pay Rate</u>	<u>Overhead</u>	<u>Profit</u>	<u>Billing Rate</u>
------------------	-----------------	-----------------	---------------	---------------------

DIRECT NONLABOR COSTS

Travel and per diem:

Per diem - _____ days at \$ _____/day \$ _____

Air travel - _____ trips at \$ _____ \$ _____

_____ cars at \$ _____ per day for _____ days \$ _____

_____ miles at \$0.22/mile \$ _____

Total \$ _____

Rent expense:

Office Rent - \$ _____ per month for _____ months \$ _____

Equipment rental - \$ _____ per month for _____ months \$ _____

Total \$ _____

EXHIBIT A

Part 3 of 3

PARTNERSHIPS OR SOLE PROPRIETORS
FOR UNIT PRICE OR LUMP SUM ESTIMATES

BREAKDOWN OF DIRECT LABOR AND
DIRECT NONLABOR COSTS

DIRECT LABOR COST

<u>Personnel</u>	<u>Hours</u>	<u>Billing Rate</u>	<u>Estimated Cost</u>
------------------	--------------	---------------------	-----------------------

Total \$ _____

DIRECT NONLABOR COSTS

Travel and per diem:

Per diem - _____ days at \$ _____ /day \$ _____

Air travel - _____ trips at \$ _____ \$ _____

_____ cars at \$ _____ per day for _____ days \$ _____

_____ miles at \$0.22/mile \$ _____

Total \$ _____

Rent expense:

Office Rent - \$ _____ per month for _____ months \$ _____

Equipment rental - \$ _____ per month for _____ months \$ _____

Total \$ _____

EXHIBIT A

Part 3 of 3

PARTNERSHIPS OR SOLE PROPRIETORS
FOR UNIT PRICE OR LUMP SUM ESTIMATES
SUMMARY OF ESTIMATE FOR SERVICES

Direct labor cost \$ _____

DIRECT NONLABOR COSTS

Travel and Per Diem \$ _____

Rent Expense \$ _____

Reproduction Expenses \$ _____

Computer Expense \$ _____

Communications \$ _____

Outside Consultants
(firm name and service) \$ _____

Other (specify) \$ _____

Subtotal \$ _____

TOTAL ESTIMATE \$ _____

TOTAL NOT TO EXCEED/LUMP SUM \$ _____

EXHIBIT B

CONTRACTOR CERTIFICATION

Contractor certifies by signing this contract that Contractor has not:

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

Contractor further acknowledges 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.

AGENCY OFFICIAL CERTIFICATION (METRO)

Department official likewise certifies by signing this contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to:

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

2 Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

EXHIBIT C

FEDERAL PROVISIONS
METRO

I. Certification of Noninvolvement in Any Debarment and Suspension

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

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

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

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

Exceptions:

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

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

II. Instructions for Certification Regarding Debarment, Suspension and Other Responsibility Matters -- Primary Covered Transactions

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

any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Oregon Department of Transportation's Program Section (telephone: 503/986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by Metro entering into this transaction.
7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled "Appendix B -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions," provided by Metro entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a

certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U.S. General Services Administration.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Exception for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or Metro may terminate this transaction for cause or default.

III. Addendum to Form FHWA-1273, Required Contract Provisions

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

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

Instructions for Certification

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or Metro with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

IV. Employment

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

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

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

V. Nondiscrimination

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

1. **Compliance with Regulations.** Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation

relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this Contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (title VII of the 1964 Civil Rights Act). During the performance of this Contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment

because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information and his facilities as may be determined by Metro, Oregon Department of Transportation or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination

provisions of the Contract, Metro shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including but not limited to:

- a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Metro or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, Metro may, at its option, enter into such litigation to protect the interests of Metro, and, in addition, Contractor may request Metro to enter into such litigation to protect the interests of the State of Oregon.

VI. Disadvantaged Business Enterprise (DBE) Policy

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

DBE Policy Statement

DBE Policy. It is the policy of the Metro that Disadvantaged Business Enterprises as defined in 49 CFR 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR 23 apply to this Contract.

DBE Obligations. Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts.

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

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

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

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

Contractor's DBE Contract Goal

DBE Goal 12 Percent

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

VII. Lobbying

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of

Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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Exhibit D

Metro

STATEMENT OF QUALIFICATIONS/STATEMENT OF PROPOSAL

(_____)
(Project Title)

(_____)
(Work Element)

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 _____



METRO

EXHIBIT "E"

DISADVANTAGED BUSINESS ENTERPRISE (DBE) GUIDELINES

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

DBE Policy Statement

It is the policy of Metro and the Oregon Department of Transportation (ODOT) that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR 23 apply to this contract.

DBE Obligations

Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts and subcontracts. Contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts.

To determine whether a Contractor who has failed to meet the assigned DBE goal may receive award of this contract, Metro must determine whether the efforts put forth by the Contractor were good faith efforts, as outlined in Metro Code Section 2.04.360 (a), toward meeting the goal.

The Disadvantaged Business Enterprises Compliance shall be completed, signed and included with the bid/proposal documents. The Utilization forms must be completed, signed and submitted by the close of business the next working day following the bid opening/proposal submission.

The Disadvantaged Business Enterprises Guidelines shall be included in all subcontracts entered into under this contract.

Records and Reports

Contractor shall provide monthly documentation to Metro that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Metro and obtain its written approval before replacing a DBE or making any change in the DBE participation identified. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Metro the good faith effort steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items.

Metro shall reserve the right, at all times during the period of any contract, to monitor compliance with the terms of Metro Code Chapter 2.04.300, Disadvantaged Business Enterprise Program (DBE Program) for Federally-Funded Contracts; Findings, Purpose and Authority, and the contract with any representation made by a Contractor prior to contract award pertaining to DBE participation in the contract. As well, the Liaison Officer may require, at any stage of contract completion, documented proof from the Contractor of actual DBE participation.

DBE Definition

Only firms certified by the State of Oregon Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Businesses, may be utilized to satisfy the DBE obligation.



METRO

DISADVANTAGED BUSINESS PROGRAM UTILIZATION FORM

Name of Metro Project: _____

Name of Contractor: _____

Address: _____

Phone: _____

The above-named Contractor intends to subcontract _____% of the total contract amount to the following Disadvantaged Business Enterprises (DBEs):

Name, Contact Person, Address & Phone of DBE Firms Contractor Anticipates Utilizing	Nature of Participation	Dollar Amount of Anticipated Subcontract
1.		\$
2.		\$
3.		\$
4.		\$

Total: \$ _____
Amount of Total Contract: \$ _____
DBE Percent of Total Contract: % _____

Authorized Signature

Date

THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED AT BID OPENING/PROPOSAL SUBMISSION



METRO

DISADVANTAGED BUSINESS PROGRAM COMPLIANCE FORM

(To be completed, signed and submitted with proposal)

Name of Metro Project: _____

Name of Contractor: _____

Address: _____

Phone: _____

In accordance with Metro's Disadvantaged Business Enterprises (DBE) Program, the above-named Contractor has fully met Metro's DBE Utilization Goal of ____% and will subcontract \$ _____ to DBE(s).

If Contractor does not anticipate meeting Metro's DBE Utilization Goal, a signed copy of good faith efforts must be documented and attached to this form. Contact Metro's Risk & Contract Management division at (503) 797-1714 for good faith effort criteria.

Authorized Signature

Date