

**CITY OF PORTLAND
AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES**

CONTRACT NUMBER [Click Here and Type](#)

TITLE OF WORK PROJECT
Local Transportation Infrastructure Fee Project

This contract is between the City of Portland ("City," or "Bureau") and EcoNorthwest, hereafter called Consultant. The City's Project Manager for this contract is Bill Hoffman.

Effective Date and Duration

This contract shall become effective on March 4, 2015. This contract shall expire, unless otherwise terminated or extended, on March 4, 2016.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$154,380 for accomplishment of the work.
 (b) Interim payments shall be made to Consultant according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): EcoNorthwest

Address: 222 SW Columbia Street, Suite 1600, Portland, Oregon 97201

Employer Identification Number (EIN): 93-0639592
[INDEPENDENT CONTRACTORS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) – LEAVE BLANK IF NO EIN]

City of Portland Business Tax Registration Number: _____

Citizenship: Nonresident alien Yes No

Business Designation (check one): Individual Sole Proprietorship Partnership Corporation

Limited Liability Co (LLC) Estate/Trust Public Service Corp. Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval.

TERMS AND CONDITIONS

1. Standard of Care

Consultant shall perform all services under this contract using that care, skill, and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

2. Effect of Expiration

Passage of the contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been corrected.

3. Order of Precedence

This contract consists of these Terms and Conditions, the Statement of Work and Payment Schedule, and any exhibits that are attached. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence:

- a) these Terms and Conditions; b) Statement of Work and Payment Schedule; and c) any exhibits attached to the contract.

4. Early Termination of Contract

- (a) The City may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.
 (b) Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to

5. Remedies and Payment on Early Termination

- (a) If the City terminates pursuant to 4(a) above, the City shall pay the Consultant for work performed in accordance with the Contract prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- (b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Consultant shall pay the City all damages, costs, and sums incurred by the City as a result of the breach.
- (c) If the Consultant justifiably terminates the contract pursuant to subsection 4(b), the Consultant's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- (d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Consultant shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Consultant's work product before the date of termination becomes property of the City.

6. Assignment

Consultant shall not subcontract, assign, or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subconsultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if subconsultants are employed in the performance of this Agreement, the Consultant and its subconsultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

7. Compliance with Applicable Law

Consultant shall comply with all applicable federal, state, and local laws and regulations. Consultant agrees it currently is in compliance with all tax laws. Consultant shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations as further described at: <http://www.portlandoregon.gov/bibs/article/446806>. In connection with its activities under this Contract, the Contractor shall comply with all applicable Grant Terms and conditions. This includes all terms and conditions contained in this contract and, for a contract involving a grant, the Grant Terms and Conditions as further described at: <http://www.portlandoregon.gov/bibs/article/455735>.

8. Indemnification for Property Damage and Personal Injury

Consultant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Consultant, its Subconsultants, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Consultant or its insurer to indemnify the City for claims of personal injury or property damage caused by the negligence of the City. This duty shall survive the expiration or termination of this contract.

9. Insurance

Consultant shall obtain and maintain in full force at Consultant expense, throughout the duration of the Contract and any warranty or extension periods, the required insurance identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

- (a) Workers' compensation insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Consultant and all subconsultants shall maintain coverage for all subject workers.

Required and attached // Proof of exemption (i.e., completion of Workers' Compensation Insurance Statement)

- (b) General commercial liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

Required and attached // Waived by Bureau Director or designee // Reduce by Bureau Director or designee

- (c) Automobile liability insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of \$2,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

Required and attached // Waived by Bureau Director or designee // Reduce by Bureau Director or designee

- (d) Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Consultant under this contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$3,000,000 for all claims per occurrence. In lieu of an occurrence based policy, Consultant may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Consultant obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

X Required and attached // Waived by Bureau Director or designee // Reduce by Bureau Director or designee

Continuous Coverage; Notice of Cancellation: The Consultant agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from Consultant to the City. If the insurance is canceled or terminated prior to completion of the Contract, Consultant shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Consultant's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

Certificate(s) of Insurance: Consultant shall provide proof of insurance through acceptable certificate(s) of insurance, including additional insured endorsement form(s) and all other relevant endorsements, to the City prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. The Consultant shall pay for all deductibles and premium. The City reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage the required.

Subconsultant(s): Consultant shall provide evidence that any subconsultant, if any, performing work or providing goods or service under the Contract has the same types and amounts of coverages as required herein or that the subconsultant is included under Consultant's policy.

10. Ownership of Work Product

All work product produced by the Consultant under this contract is the exclusive property of the City. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The Consultant and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the Consultant hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Consultant shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Consultant waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Consultant is an architect, the Work Product is the property of the Consultant-Architect, and by execution of this contract, the Consultant-Architect grants the City an exclusive and irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of Consultant are and will remain the exclusive property of Consultant.

11. EEO Certification

In the event Consultant provides in excess of \$2,500.00 for services to the City in any fiscal year, Consultant shall obtain EEO certification from the City.

12. Equal Benefits

Consultant must comply with the City's Equal Benefits program as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

13. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

14. Severability

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

15. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

16. Errors

The Consultant shall promptly perform such additional services as may be necessary to correct errors in the services required by this contract without undue delays and without additional cost.

17. Governing Law/Venue

The provisions of this contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

18. Amendments

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the City Council to be valid.

19. Business Tax Registration

The Consultant shall obtain a City of Portland business tax registration number as required by PCC 7.02 prior to beginning work under this Contract.

20. Prohibited Conduct

The Consultant shall not hire any City employee who evaluated the proposals or authorized the award of this Contract for two years after the date the contract was authorized without the express written permission of the City and provided the hiring is permitted by state law.

21. Payment to Vendors and Subconsultants

The Consultant shall timely pay all subconsultants and suppliers providing services or goods for this Contract.

22. Access to Records

The Consultant shall maintain all records relating to this Contract for three (3) years after final payment. The City may examine, audit and copy the Consultant's books, documents, papers, and records relating to this contract at any time during this period upon reasonable notice. Copies of these records shall be made available upon request. Payment for the reasonable cost of requested copies shall be made by the City.

23. Audits

- (a) The City may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by paragraph 22. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.
- (b) If an audit discloses that payments to the Consultant exceed the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the City.

24. Electronic Signatures

The City and Consultant may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

25. Merger Clause

This Contract encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

26. Dispute Resolution/Work Regardless of Disputes

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the parties. Notwithstanding any dispute under this Contract, the Consultant shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation no attorney fees are recoverable. No different dispute resolution paragraph(s) in this contract or any attachment hereto shall supersede or take precedence over this provision.

27. Progress Reports: /X/ Applicable // Not Applicable

If applicable, the Consultant shall provide monthly progress reports to the Project Manager as described in the Statement of the Work and Payment Schedule.

28. Consultant's Personnel: /X/ Applicable // Not Applicable

If applicable, the Consultant shall assign the personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change personnel without the prior written consent of the City, which shall not be unreasonably withheld.

29. Subconsultants

The Consultant shall use the subconsultants identified in its proposals. The Consultant shall not change subconsultant assignments without the prior written consent of the Chief Procurement Officer. The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its proposals. Failure to use the identified M/W/ESB subconsultants without prior written consent is a material breach of contract.

For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. An electronic copy of the MUR may be obtained at: <http://www.portlandoregon.gov/bibs/45475>.

30. Third Party Beneficiaries

There are no third party beneficiaries to this contract. Enforcement of this contract is reserved to the parties.

31. Conflict of Interest

Contractor hereby certifies that, if applicable, its contract proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s), that the Contractor as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Contractor certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Contractor, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this contract pertains; ii) has or will participate in evaluation or management of the contract; or iii) has or will have financial benefits in the contract. Contractor understands that should it elect to employ any former City official/employee during the term of the contract then that the former City official/Contractor employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

STATEMENT OF THE WORK AND PAYMENT SCHEDULE

SCOPE OF WORK

See Attached Exhibit A

CONSULTANT PERSONNEL

The Consultant shall assign the following personnel to do the work in the capacities designated:

NAME	ROLE ON PROJECT
Terry Moore	Project Director
Nick Popenuk	Project Manager
Various	Analyst

SUBCONSULTANTS

The Consultant shall assign the following subconsultants to perform work in the capacities designated:

NAME	ROLE ON PROJECT	SUBCONTRACT AMOUNT
Deb Meihoff	Public and Stakeholder Involvement	\$45,000
Wade Scarbrough	Expert Advisor	\$8,400

The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its Proposal. For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. An electronic copy of the MUR may be obtained at: <http://www.portlandoregon.gov/bibs/45475>.

COMPENSATION

See Itemized Costs in attached Exhibit A

Progress Payments

On or before the 15th of each month, the Consultant shall submit to the City's Project Manager an invoice for work performed by the Consultant during the preceding month. The invoice shall contain the City's Contract Number and set out all items for payment including, but not limited to: the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. The Consultant shall also attach photocopies of claimed reimbursable expenses, if applicable. The Consultant shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices. Prior to initial billing, the Consultant shall develop a billing format for approval by the City.

The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any bill, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

The Consultant shall make full payment to its subconsultants within 10 business days following receipt of any payment made by the City to Consultant.

ACH Payments

It is the City's policy to pay its Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultants shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at: <http://www.portlandoregon.gov/bfs/article/409834>.

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into Consultant accounts with financial institutions. All payments shall be in United States currency.

WORKERS' COMPENSATION INSURANCE STATEMENT

IF YOUR FIRM HAS CURRENT WORKERS' COMPENSATION INSURANCE, CONTRACTOR MUST SIGN HERE:

I, undersigned, am authorized to act on behalf of entity designated below, and I hereby certify that this entity has current Workers' Compensation Insurance.

Contractor Signature: Terry Moore Date: 2/10/15 Entity: ECONW.

IF YOUR FIRM DOES NOT HAVE CURRENT WORKERS' COMPENSATION INSURANCE, CONTRACTOR MUST COMPLETE THE FOLLOWING INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT:

As an independent contractor, I certify that I meet the following standards:

- 1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business.

- A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
D. Labor or services are performed only pursuant to written contracts;
E. Labor or services are performed for two or more different persons within a period of one year; or
F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature

Date

FOR CITY USE ONLY

PROJECT MANAGER-COMplete ONLY IF CONTRACTOR DOES NOT HAVE WORKER'S COMPENSATION INSURANCE ORS 670.600 Independent contractor standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

- 1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature

Date

CONSULTANT SIGNATURE:

This contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The parties agree the City and Consultant may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

I, the undersigned, agree to perform work outlined in this contract in accordance to the STANDARD CONTRACT PROVISIONS, the terms and conditions, made part of this contract by reference, and the STATEMENT OF THE WORK made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer and is in compliance with the Equal Benefits Program as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent contractor as defined in ORS 670.600.

ECONorthwest

BY: Terry Moore Date: 2/20/15

Name: Terry Moore

Title: Project Director

EXHIBIT A: SCOPE OF WORK

Every task that follows concludes with a product. In most cases, those products are Technical Memoranda: written documents for internal use by the Consultant and City Project Team. They are not written nor edited to be final products for public distribution. In some cases they will be shared with advisory committee members. The information in these Technical Memoranda makes its way to the public and decisionmakers through a Report: a document written for public distribution that draws on the information in the Technical Memoranda. Task 8 is where we write the Report.

Phase 1 – Base data collection

Task 1. Technical Evaluation of the Scope of the Problem

Collect and review background data provided by the City of Portland (and other sources as applicable) regarding the technical scope of the problem. This review will focus on answering questions like:

- What are the current standards for residential streets in Portland?
- Where do residential streets fail to meet those standards? What are the types of deficiencies? For example: completely unimproved roads vs. paved roads with no sidewalks.
- What would be the cost to bring all residential streets up to standard?
- Are there other standards that could be applied, and how would that affect the total cost?
- What are the City's current policies related to infill development, and the use of waivers?

This scope of work assumes that data to answer most of these questions will be provided by the City of Portland, based on previous studies of the same topic. Where gaps in the data exist, we will work to fill those gaps with new analysis, within the constraints of the budget.

Deliverable: Technical Memorandum #1: Technical Evaluation of the Scope of the Problem

Task 2. Meet with City Attorney

Meet with the City Attorney to discuss the legal framework for the analysis. Briefly review existing laws and court decisions relating to exactions and street standards. Document the key legal issues in a technical memorandum. The document is intended for an internal audience of City staff and the Consultant Team, for the purposes of (1) setting boundaries for the technical analysis, and (2) avoiding financial mechanisms and terminology that would more likely be subject to legal challenges.

Deliverable: Technical Memorandum #2: Legal Evaluation

Task 3. Economic evaluation

Write a technical memorandum on the economic arguments for why the proposed Local Transportation Infrastructure Fund (LTIF) is important. The memorandum will answer questions like: What are the benefits of paving unimproved roads? Who receives these benefits? Specifically, how would residential infill developers benefit? The focus of the memorandum will be on explaining the conceptual arguments involved, and making the logic clear for key stakeholders and the general public. The memorandum will not be calculating the specific economic impacts of the project.

Deliverable: Technical Memorandum #3: Economic Evaluation

Task 4. Case study analysis

Conduct background research on the mechanisms that other cities of similar size use to fund similar transportation capital projects. Initial research efforts will be wide and shallow, including many cities (about 10 - 20), but only cursory information on the funding mechanisms that they use. Based on the results of the initial research, we will work with the City to identify a smaller subset of cities (about 5) to conduct more in-depth research on. This analysis will include not only online research, but telephone and email outreach to city employees to ensure we have a complete understanding of their infrastructure funding mechanisms. The results of the analysis will be described in a memorandum. The analysis will try to address the following questions for each city:

- Who pays? How much? Through what mechanisms?
- What methods are used for exactions? How are waivers used?
- How is it decided where the funds are used?
- What are the legal considerations?

Deliverable: Technical Memorandum #4: Case Study Analysis

Task 5. Public involvement plan

Write a memorandum describing the details of the public involvement plan for Phase 2. The public involvement plan will respond to information gathered in Tasks 1 through 4, review of related City public involvement efforts, and preliminary input from key stakeholders. The City will provide the Consultant Team the results of relevant public input gathered in current and recent community conversations regarding transportation finance. Additionally, the City will provide the names and contact information for key stakeholders, and potential participants for a project advisory committee. City staff will be responsible for all meeting logistics: invitations, rooms, materials, refreshments, note-taking, postings to project web site (if any). We will conduct one-on-one interviews with some these key stakeholders (approximately 6) to better understand potential issues of consensus or disagreement, and the general level of understanding of the technical, legal, and economic issues.

The Public Involvement Plan will be a memorandum intended for an internal audience of City staff and the Consultant Team. We will work with staff to outline the contents of the plan, and will respond to applicable PBOT public involvement policies or templates. Generally, the Public Involvement Plan will describe:

- An outline of the decision-making process, including the composition and role of an Advisory Committee to provide ongoing input in Phase 2.
- The number, timing, and purpose of Advisory Committee meetings to occur.
- The number and purpose of additional one-on-one or small group stakeholder interviews to be conducted.
- Any specific approaches to public involvement to address the specific needs of different geographies.
- The number, location, and purpose of any public open-house meetings to occur.
- Outline of anticipated communications materials or methods to be developed through the project.

Deliverable: Technical Memorandum #5: Public Involvement Plan

Task 6. Phase 1 Wrap-Up

At the conclusion of Phase 1, we will have a final meeting with all key members of the Consultant Team and City Staff to discuss what we have learned and the implications for the Phase 2 analysis. We will agree on refinements to the scope of work for future tasks. These refinements will include identification of the specific conceptual models to be evaluated in Task 2. [Note that other meetings between the Consultant Team and City Staff will occur throughout this project, but are not specifically identified in this scope of work, as these meetings will occur as needed, and not according to a pre-determined schedule.]

Deliverable: Technical Memorandum #6: Refined scope of work for Phase 2

Phase 2 – LTIF Model

The details of the scope of work for Phase 2 will depend upon the outcomes of Phase 1.

Task 7. LTIF Conceptual Models

Evaluate three conceptual models for an LTIF (to be determined). The results will be written in a technical memorandum on the Evaluation of Potential LTIF Concepts. The report will include:

- Framework
- Evaluation criteria
- LTIF strategy
- Evaluation of potential tools:
 - Method for establishing a defensible fee structure.
 - Mechanics for administering the fee.
 - Forecast of revenue potential.

Though the public involvement plan will not be finalized until Task 6, it is reasonable to presume that the three conceptual models would go to the advisory committee for discussion and for decisions about a preferred alternative.

Deliverable: Technical Memorandum #7: Evaluation of Potential LTIF Concepts

Task 8. Refine the LTIF Model and Recommendations

Once a preferred concept has been identified, we will conduct a more refined analysis of that concept, resulting in a fully-developed concept that is ready for implementation. This refinement process will be more political than technical, and will rely heavily on input from stakeholders. Through this process, we will write one final report on the Recommended LTIF Strategy. This report will include relevant material from the Task 7. Evaluation of Potential LTIF Concepts, but will eliminate the material on funding tools no longer under consideration, and will refine the evaluation of the preferred tool.

Included in this refinement will be guidelines for how to prioritize the use of LTIF funding. This will establish the framework and guidelines for prioritizing the use of funds as they are collected over time. Important considerations include geographic issues (aligning areas where the fees are generated with the areas where the fees are spent), local control (how much input local residents will have over the prioritization of projects in their neighborhood), matching funds (how to best take advantage of other funding sources) and various equity issues.

Deliverable: Report (draft and final): Recommended LTIF Strategy

Task 9. Public Involvement

Stakeholder and public involvement will be coordinated with all aspects of the technical analysis. The specific work program will be determined in the Task 5. Public Involvement Plan.

These efforts are likely to include:

- Facilitating Advisory Committee meetings (6 meetings)
- Conducting one-on-one or small group stakeholder interviews (5-10 interviews)
- Preparing content for the project website or other communication methods
- Hosting public open houses (up to 2 meetings)

Deliverable: TBD

Task 10. City Council Adoption

The final task will be to help City Staff prepare the LTIF Strategy for City Council adoption. This will include writing new Code language for implementation of the LTIF. The Consultant Team will provide a 90% complete version of the Code language; City staff will review (including legal review) and make adjustments to the Code language during the adoption process. This task will also include one presentation to City Council. If additional presentation to City Council or other committees and commissions are needed, we assume those additional presentations would be done by City staff.

Deliverable: 90% draft of Code language

Contingency

The number of meetings and presentations identified in this scope of work may ultimately be insufficient to successfully complete the project. In the event that additional meetings are required, this scope of work provides contingency funds of \$21,000 to cover these additional meetings. This contingency budget is based on the assumed cost for up to four additional advisory committee meetings, and two additional public open house meetings, with an assumed cost of \$2,800 per advisory committee meeting, and \$4,900 per public open house. Actual meeting costs may differ from these preliminary estimates.

Labor Expenses	HOURS BY TASK												TOTALS		
	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Task 11	Hours	\$	% of Budget	
	\$/Hour	Tech. Eval	Legal Eval	Economic Eval	Case Study Analysis	Public Involvement Plan	Phase 1 Wrap-Up	LTIF Conceptual Models	Refined Model	Public Involvement	City Council Adoption				Stakeholder Involvement Contingency
ECONorthwest															
Planning Director (Moore)	215.00	10	4	20	20	4	8	20	20	32	4	24	166	\$35,690	23%
Project Manager (Popenuk)	120.00	40	8	40	40	8	8	60	40	52	8	32	336	\$40,320	26%
Analyst (Various)	65.00	40	0	20	80	0	0	40	20	0	0	0	200	\$13,000	8%
Sub-Total		90	12	80	140	12	16	120	80	84	12	56	702	\$89,010	58%
Communitas															
Public Involvement (Meihoff)	150.00	8	4	4	4	30	4	4	8	150	4	80	300	\$45,000	29%
Kittelson Associates Inc															
Expert Advisor (Scarborough)	150.00	40	4	0	4	0	2	2	2	2	0	0	56	\$8,400	5%
Code Firm TBD															
Assumed Billing Rate	171.00	0	0	0	0	0	0	0	0	0	70	0	70	\$11,970	8%
Sub-Total		48	8	4	8	30	6	6	10	152	74	80	426	\$65,370	42%

Non-Labor Expenses	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Task 11	Expense Totals	% of Budget
Travel												\$0	0%
Reproduction/Printing												\$0	0%
Computer/Data Expense												\$0	0%
Communications												\$0	0%
Misc												\$0	0%
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%

Totals by Task	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Task 11
Total Labor	\$16,750	\$3,020	\$11,000	\$15,500	\$6,320	\$3,580	\$15,000	\$11,900	\$35,920	\$14,390	\$21,000
Direct Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total by Task	\$16,750	\$3,020	\$11,000	\$15,500	\$6,320	\$3,580	\$15,000	\$11,900	\$35,920	\$14,390	\$21,000
% of Total Budget	11%	2%	7%	10%	4%	2%	10%	8%	23%	9%	14%

The breakdown of budget by task is an estimate for the purposes of determining the total not-to-exceed budget amount. Actual expenses for each task may vary.

Summary of Expenses

Total Labor	\$133,380	86%
Total Non-Labor	\$0	0%
Contingency	\$21,000	14%
Total Budget	\$154,380	100%