

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AMENDING THE) RESOLUTION NO. 00-3002
INTERGOVERNMENTAL AGREEMENT WITH)
WASHINGTON COUNTY FOR THE) Introduced by Councilor
WILSONVILLE/BEAVERTON TRANSIT) Rod Monroe
CORRIDOR STUDY, CONTRACT NO. 921738)

WHEREAS, Metro and Washington County desire to jointly accomplish a special study of major transit improvements in the Wilsonville/Beaverton Transit Corridor Study; and

WHEREAS, Metro is empowered by ORS 268.330(2) to contract with any public agency to plan for the environmental assessment, construction, preservation, improvement, operation or maintenance of any mass transit system having significant impact upon the development of the metropolitan area; and

WHEREAS, Washington County has the authority under ORS 190.010 to enter into agreements with units of local government for the performance of any or all functions and activities that are party to the agreement, its officers, or agents have the authority to perform; and

WHEREAS, the participating jurisdictions include Washington County, Metro, Tri-Met, City of Beaverton, City of Sherwood, City of Tigard, City of Tualatin, City of Wilsonville; and

WHEREAS, On September 23, 1999, the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) jointly approved the Statewide Transportation Improvement Program (STIP) Amendment 99-28, which programmed \$1,114,454 (\$1 million federal/\$114,454 local), in Surface Transportation Program (STP) funds to

conduct alternatives analysis, environmental assessment and preliminary engineering in the I-5/Highway 217 corridors from Wilsonville to Beaverton, Oregon; and

WHEREAS, Metro and Washington County executed an Intergovernmental Agreement, Contract No. 921738 on November 8, 1999, which authorized Washington County to spend \$570,000 and Metro to spend \$105,000; and

WHEREAS, on December 21, 1999, FTA approved a \$675,000 (\$605,678 federal/\$69,322 local) grant request for alternatives analysis and environmental assessment for the Wilsonville/Beaverton Transit Corridor Study; and

WHEREAS, on May 4, 2000, the Metro Council adopted Resolution No. 00-2936 for the purpose of approving Amendment No. 1 of the Intergovernmental Agreement with Washington County.

WHEREAS, FTA approved a grant amendment in the amount of \$439,454 (\$394,322 federal/\$45,132 local) on May 25, 2000, which included changes to the scope of work and budget for the study; and

WHEREAS, on July 27, 2000, the Metro Council unanimously adopted Commuter Rail as the Locally Preferred Alternative (LPA) upon completion of the Alternatives Analysis for the Wilsonville/Beaverton Transit Corridor Study; and

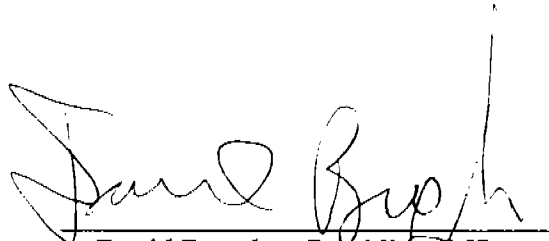
WHEREAS, Metro submitted a new grant application in the amount of \$625,000 (\$500,000 federal/\$125,000 local) to FTA on July 28, 2000, which requested the use of Section 5309 New Starts planning funds for the Washington County Commuter Rail Preliminary Engineering (PE) Phase I activities; and

WHEREAS, Metro Code, Section 2.04.046 requires Council approval of personal services contract amendments exceeding \$25,000, including personal services contracts provided by intergovernmental agreements; now, therefore

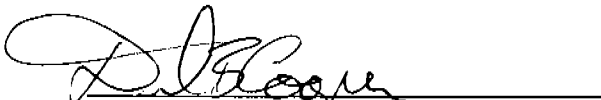
BE IT RESOLVED,

1. The Metro Contract Review Board hereby authorizes the Executive Officer to execute Amendment No. 2 to the Washington County Intergovernmental Agreement, Contract No. 921738, in a form substantially similar to that set forth in Exhibit A.

ADOPTED by the Metro Contract Review Board this 16th day of NOVEMBER, 2000.


David Bragdon, Presiding Officer

Approved as to form:


Daniel B. Cooper, General Counsel

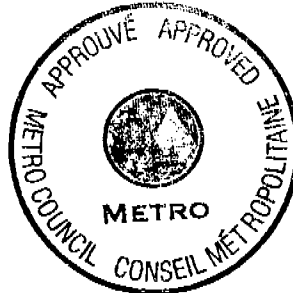


Exhibit A: Amendment No. 2
Exhibit B: Amendment No. 1
Exhibit C: Original Intergovernmental Agreement, Contract No.921738

TRANSPORTATION PLANNING COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 00-3002, FOR THE PURPOSE OF AMENDING THE INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY FOR THE WILSONVILLE/BEAVERTON TRANSIT CORRIDOR STUDY

Date: November 8, 2000

Presented by: Councilor Kvistad

Committee Recommendation: At its November 7 meeting, the Committee considered Resolution No. 00-3002 and voted unanimously to send the resolution to the Council. Voting in favor: Councilors Bragdon and McLain and Chair Monroe. Councilor Kvistad was absent.

Background: Metro's working relationship with Washington County related to the commuter rail project between Wilsonville and Beaverton is outlined in an intergovernmental agreement between the two parties. When such an agreement is amended by an amount exceeding \$25,000, the Metro Council, acting as the contract review board must approve the amendment.

Committee Discussion: Richard Brandman, Deputy Transportation Planning Director, presented the staff report. He explained that the purpose of the proposed resolution was to amend an intergovernmental agreement with Washington to recognize the receipt of \$625,000 in Federal Transit Administration funds for preliminary engineering work related to the Wilsonville/Beaverton commuter rail project. Under the terms of the amendment, Metro would receive \$40,000 for ongoing technical assistance provided to the project and the remainder would go to Washington.

Receipt of the funds was conditioned on the selection of commuter rail as the preferred alternative for the corridor and the completion of an air quality conformity analysis on the project. The Council has recently taken action to approve resolutions that selected commuter rail as the preferred option and accepted an air quality conformity analysis that has been .

Councilor McLain asked if the delay in receiving the funds was the result of inaction by Metro. Brandman responded that the delays were the result of federal requirements and review processes and that the Metro staff and Council had promptly submitted the necessary material and analyses for Federal review.

STAFF REPORT

FOR THE PURPOSE OF AMENDING THE INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY FOR THE WILSONVILLE/BEAVERTON TRANSIT CORRIDOR STUDY, CONTRACT NO. 921738.

Date: October 20, 2000

Presented by: Richard Brandman

PROPOSED ACTION

This action would approve an amendment to the Washington County Intergovernmental Agreement, Metro Contract No. 921738. The amendment would add preliminary engineering work tasks to the scope of work and increase Washington County's budget from \$929,454 to \$1,514,454, a total increase of \$585,000 and Metro's budget from \$185,000 to \$225,000, a total increase of \$40,000. In addition, the amount of local match payments from Washington County would increase from \$114,454 to \$239,454 - a total increase of \$125,000.

EXISTING LAW

Metro Code, Section 2.04.046 (b) requires Council approval through the Metro Contract Review Board of personal service contract amendments greater than \$25,000, including personal service contracts provided by intergovernmental agreements.

FACTUAL BACKGROUND AND ANALYSIS

Over the last three years, Washington County has completed studies for a major transit improvement project between Wilsonville and Beaverton. Upon approval of the Statewide Transportation Improvement Program (STIP) Amendment 99-28 on September 23, 1999, \$1,114,454 (\$1 million federal/\$114,454 local) in Surface Transportation Program (STP) funds were programmed for Washington County to conduct alternatives analysis, environmental assessment and preliminary engineering in the I-5/Highway 217 corridors from Wilsonville to Beaverton, Oregon.

This project is being carried out as a joint venture with the Washington County Land Use and Transportation Department. Washington County is the project manager and contracting authority. Metro is the grant recipient and liaison with the Federal Transit Administration (FTA) and will produce travel demand forecasts and financial analysis for the alternatives.

On December 21, 1999, the Federal Transit Administration approved a \$675,000 grant request (\$605,678 federal/\$69,322 local) for alternatives analysis and environmental

assessment for the Wilsonville/Beaverton Transit Corridor Study. The remaining balance was to be programmed in FY 2000.

The FY 2000 STIP programmed \$439,454 (\$394,322 federal/\$45,132 local) of STP funds for the Washington County project. This programming was approved jointly by FTA and FHWA on January 31, 2000 (Reference USDOT Letter HPL-OR 105.000).

On May 25, 2000, FTA approved a grant amendment request for the additional \$439,454 (\$394,322 federal/\$45,132 local) for this study. The amendment included a revised scope of work that included:

- Project Management Plan
- Railroad Coordination
- Conceptual Engineering
- Traffic Analysis
- Community Outreach
- Coordination with Federal Agencies
- Operations Plan

On July 27, 2000, the Metro Council unanimously adopted Commuter Rail as the Locally Preferred Alternative (LPA) upon completion of the Alternatives Analysis for the Wilsonville/Beaverton Transit Corridor Study.

On July 28, 2000, Metro submitted a new grant application to FTA in the amount of \$625,000 for Washington County Commuter Rail Preliminary Engineering (PE) Phase I. Funding for the grant application is proposed as Section 5309 New Starts planning funds.

BUDGET IMPACT

The funding for this IGA amendment for the Wilsonville/Beaverton Transit Corridor Study would not affect Metro's adopted budget for Fiscal Year 2000-2001.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 00-3002.

JK:rmb

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AMENDMENT No. 2
Washington County/Metro Intergovernmental Agreement
For
Washington County Commuter Rail

EXHIBIT A

The purpose of this amendment is to add certain terms and conditions to those contained in the original Agreement. The following amendments to the Agreement are agreed to:

1. A change in Scope of Work for the Project to cover Phase I of Preliminary Engineering. The following products will be developed during Phase I and Phase II PE:
 - Technical report summarizing recommended infrastructure improvements
 - Technical report summarizing existing track evaluation and recommendations
 - Trackwork design criteria
 - Trackwork plans, profiles, typical sections and details
 - Evaluation of existing railroad structures
 - Structural design criteria
 - Structural plans, elevations, sections and details
 - Park and ride design criteria
 - Park and ride plans and details
 - Maintenance facility site plans, elevations, sections and details
 - Utility relocation plans and improvement plans
 - Grade crossing improvement plan and profiles
 - Roadway plans, profiles, typical sections and details
 - Technical report on traffic signal recommendations
 - Traffic signal system plans, signage and striping
 - Station site and architectural plans
 - Vehicle selection recommendations and preliminary technical specifications
 - Recommended signal system and preliminary specifications
 - Recommended communications system and central control facility improvements
 - Recommended fare collection system and preliminary specifications
 - Drawings illustrating required right-of-way, and temporary and permanent easements
 - Capital cost estimate report
 - Construction schedule
 - Operating and maintenance cost estimate
 - Revised Project Management Plan
2. A new grant and project number for Washington County Commuter Rail Preliminary Engineering have been established as reflected in Exhibit F attached hereto.
3. The County payment of local matching funds is revised to reflect 20% match for Phase I PE of \$125,000.
4. Compensation to the County for Phase I PE is \$585,000.
5. The Phase I PE Budget is reflected in Exhibit "G".

All other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year last written below.

WASHINGTON COUNTY

METRO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBITS:

F: PE Grant Request

G: Revised Budget



Application for Federal Assistance

Recipient ID: 1711
 Recipient Name: METRO
 Project ID: OR-03-0080-00
 Budget Number.....: 01 – Pending Approval
 Project Information...: Wilsonville Beaverton Commuter Rail

Part 1: Recipient Information

Project Number.....: OR-03-0080-00
 Recipient ID: 1711
 Recipient Name: METRO
 Address.....: 600 NE GRAND AVENUE , PORTLAND, OR 97232 2736
 Telephone.....: (503) 797-1700
 Facsimile.....: (503) 797-1929

Part 2: Project Information

Project Type.....:	Grant	Gross Project Cost ..:	\$ 625,000
Project Number.....:	OR-03-0080-00	Adjustment Amt.:	\$ 0
Project Description...:	Wilsonville Beaverton Commuter Rail	Total Eligible Cost ...:	\$ 625,000
Recipient Type.....:	For Profit Organization	Total FTA Amt.:	\$ 500,000
FTA Project Mgr.....:	Mitzi McMahan	Total State Amt.:	\$ 0
Recipient Contact ..:	Ross Roberts	Total Local Amt.....:	\$ 125,000
New/Amendment	None Specified	Other Federal Amt. ..:	\$ 0
Amend. Reason	None Specified	Special Cond. Amt...:	\$ 0
Fed Dom Asst. #	20500	Special Condition.....:	None Specified
Sec. of Statute	5309	S.C. Tgt. Date.....:	None Specified
State Appl. ID.....:	None Specified	S.C. Eff. Date.....:	None Specified
Start/End Dates	Aug. 01, 2000 - Mar. 31, 2001	Est. Oblig Date	01-aug-2000
Recvd. by State	Jul. 28, 2000	Pre-Award Authority?	NO
EO 12372 Rev	Not Applicable	Fed. Debt Authority?	NO
Review Date	None Specified	Final Budget?	NO
Planning Grant?	NO		
Program Date	Jun. 06, 2000		
(STIP/UPWP/FTA Prrn Plan)			
Program Page.....:	None Specified		
Application Type	Electronic		
Supp. Agreement?...	No		
Debt Definq. Detail...			

Urbanized Areas

UZA Name: PORTLAND-VANCOUVER, OR-WA



U.S. Department of Transportation

Federal Transit Administration

UZA ID: 410280

Congressional Districts

State ID: 41
District Code: 1
District Official: David Wu

Project Details

STIP DATE: Pending

TRANSMITTAL LETTER

July 24, 2000

Ms. Helen Knoll
Regional FTA Administrator
Federal Transit Administration
Federal Building, Suite 3142
915 Second Avenue
Seattle, WA 98174-1012

Dear Ms. Knoll:

Attached is a grant application for the Washington County Commuter Rail Preliminary Engineering (PE) phase of project development. Alternatives Analysis found that commuter rail in this corridor was the most promising alternative, and the cities of Beaverton, Tigard, Tualatin and Wilsonville, along with the Washington County Board of Commissioners have all unanimously supported Commuter Rail as the Locally Preferred Alternative (LPA). Yesterday, the Metro Council adopted the LPA unanimously. No significant environmental impacts have been identified in the Environmental Assessment currently pending FTA approval for publication.

The work that is proceeding with these grant funds will be done in conformance with the Section 5309 New Starts funding process. Although Metro is the grant recipient, this project is being undertaken as a joint venture with the Washington County Land Use and Transportation Department. Funding for the grant application is proposed as Section 5309 New Starts planning funds.

The work undertaken in this effort will also be performed in conformance with FTA guidance.

If you have any questions about this application, please contact Ross Roberts at (503) 797-1752.

Best regards,

Mike Burton
Executive Officer



U.S. Department of Transportation

Federal Transit Administration

PROJECT BUDGET

Preliminary Engineering of the Washington County Commuter Rail Project is expected to be performed in two phases. Phase I will be funded by \$500,000 in Section 5309 New Starts planning funds already appropriated by Congress for this purpose. Washington County will provide \$125,000 in local matching funds. Phase II is expected to be funded with \$1,000,000 in Section 5309 New Starts planning funds and matched by \$250,000 in local Washington County funds.

PROJECT DESCRIPTION

This grant application is requesting funds to perform Preliminary Engineering for a commuter rail line in southeastern Washington County. The length of the line is approximately 15 miles along an existing freight railroad, and approximately 2000 feet of new in-street construction approaching the Beaverton Transit Center in central Beaverton. Five stations are planned in each City and near Washington Square, and each station except Beaverton will have a Park & Ride facility adjacent to the platform.

The Preliminary Engineering will further refine the project definition and advance the design to the 30% level. Based on this higher level of design, a refined project cost estimate will be developed.

PROJECT JUSTIFICATION

The Portland Metropolitan area, and particularly the eastern portion of Washington County is experiencing rapid population and employment growth. This growth is expected to continue. In eastern Washington County, the situation is further exacerbated by a constrained highway system (I-5 and Hwy 217) that operates at or near capacity for most of the day. To address this problem, an Alternatives Analysis was completed in the corridor, concluding that by offering peak-hour only service, Commuter Rail would reduce VMT by 17,500, attract 4,650 daily riders by 2020, half of who are new transit riders.

The cities of Beaverton, Tigard, Tualatin and Wilsonville, the Washington County Board of Commissioners, and the Metro Council have adopted Commuter Rail as the Locally Preferred Alternative.

PROJECT FINANCING/LOCAL SHARE COMMITMENT

	FTA Funds	Local Funds	Project
PE Phase I	\$ 500,000	\$125,000	\$ 625,000
PE Phase II	\$1,000,000	\$250,000	\$1,250,000
Total PE	\$1,500,000	\$375,000	\$1,875,000

Part 3: Budget

PROJECT BUDGET

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Tot. Elig. Cost</u>
SCOPE			
132.00 TRANSITWAY LINES - NEW START		\$ 500,000	\$ 625,000
ACTIVITY			
1321.03 ENG/DESIGN - LINE		\$ 500,000	\$ 625,000
EQ/STRUCTURES			
		Estimated Net Project Cost:	\$ 625,000



U.S. Department of Transportation

Federal Transit Administration

Federal Share: \$ 500,000

Local Share: \$ 125,000

No Amendment Funding Source information is available for the selected project

Part 4. Milestones

13.21.03ENG/DESIGN - LINE EQ/STRUCTURES \$ 500,000 \$ 625,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Initiate PE	Aug. 1, 2000
2.	Corridor Analysis	Aug. 15, 2000
3.	Survey	Aug. 15, 2000
4.	Utilities	Dec. 15, 2000
5.	Trackwork, Structures	Mar. 31, 2001
6.	Roadways, Stations	Mar. 31, 2001
7.	Systems Design	Mar. 31, 2001
8.	Complete PE	Mar. 31, 2001

Part 5. Environmental Findings

132103 ENG/DESIGN - LINE EQ/STRUCTURES \$ 500,000 \$ 625,000

Finding No. 1

Finding Type: Class III

PNDA to EA Date:

EA to FTA Date.....: Jun. 03, 2000

FTA Action Date

Finding Details: Approval to print EA expected the week of July 24th. Public Notice of Availability will occur 7/28/00. Expect FTA to issue a FONSI in September of 2000.

Union Information

Recipient ID: 1711

Recipient Name: METRO

Exhibit G

Agency Expenditure Budget

METRO	
Work Element/Task	Metro
New Starts Submittal Support	\$ 30,000
Grant Administration	\$ 10,000
Total	\$ 40,000

County & Consultant Contract Expenses	
Work Element/Task	Total
Management	\$ 80,000
Public Involvement	\$ 25,000
New Starts - Land Use	\$ 15,000
Financial/Institutional Analysis	\$ 60,000
Preliminary Engineering Phase I	\$ 405,000
Total	\$ 585,000

TOTAL PHASE I GRANT BUDGET \$ 625,000

AMENDMENT No. 1
Washington County/Metro Intergovernmental Agreement
For
Wilsonville/Beaverton Transit Corridor Study

The following amendments to the Agreement are agreed to:

- 1. A change in Scope of Work for the Study increases the total Study Budget from \$675,000 to \$1,114,454 as shown in attached Exhibit "D".
- 2. The County payment of local matching funds is increased from \$69,322 to \$114,454.
- 3. Compensation to the County is increased from \$570,000 to \$949,454.
- 4. The Study Budget is amended as set forth in Exhibit "E".
- 5. The Term of the Agreement is extended to October 31, 2001.

All other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year last written below.

WASHINGTON COUNTY

By: Tom Brian

Name: Tom Brian

Title: Chairman Board of Commissioners

Date: 3-28-00

METRO

By: Scott Moss

Name: Scott Moss
Title: Manager, Risk & Contract Mgmt.

Date: 5-8-00

EXHIBITS:

D: Grant Amendment Request

E: Revised Budget

APPROVED WASHINGTON COUNTY
 BOARD OF COMMISSIONERS
 MINUTE ORDER # 00-85
 DATE 3-21-00
 BY Barbara Heitmanek
 CLERK OF THE BOARD

Feb-25-00 01:53P

DOT



FTA Attachment A

U.S. Department of Transportation

Federal Transit Administration

Application for Federal Assistance

Part 1: Recipient Information

Recipient ID: 1711
 Recipient Name: METRO
 Address.....: 600 NE GRAND AVENUE , PORTLAND, OR 97232 2736
 Telephone.....: 5037971700
 Facsimile.....: 5037971928

Part 2: Project Information

Project Number.....: OR-90-X084-01	Total Cost.....: \$ 439,454
Fed Dom Asst. #.....:	Adjustment Amt.....: \$ 0
Project Description...: Wilsonville/Beaverton Transit Corri	Elig. Project Cost....: \$ 439,454
State Appl. ID.....:	Total FTA Amt.....: \$ 394,322
Recvd. by State: Feb. 25, 2000	Total State.....: \$ 0
STIP Page.....:	Total Local.....: \$ 45,132
STIP Date.....: Sep. 23, 1999	Other Federal.....: \$ 0
FTA Project Mgr.....: Linda Gehrke	
Applicant Type.....:	
Application Type.....:	
Revision Reason.....: Increase Award	
Start/End Dates.....: Sep. 23, 1999 - Jun. 30, 2000	
Urbanized Areas.....: 410280	
EO 12372 Rev.....:	
Review Date.....:	

Project Details

Project No. OR-90-X084-01
 Wilsonville Beaverton Transit Corridor Study
 Grant Amendment Request

Part 1: Introduction

This grant amendment application is based upon:

1. The issuance by the Federal Transit Administration (FTA) of Guidance on Requests for New Starts Projects to Enter Preliminary Engineering and Final Design (September 1999);
2. Discussions with FTA regarding involving rail roads early in project development, and;
3. The Study's focus on a downtown Beaverton alignment in Lombard Street that would directly link Commuter Rail to the Westside LRT MAX system at the Beaverton Transit Center.

Feb-25-00 01:53P

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U.S. Department of Transportation

Federal Transit Administration

This additional scope requires that we request a grant amendment for the remaining \$394,322 in federal funds, to be matched by \$45,132 in local funds. The tasks described below are in addition to those included in our grant application submittal of September, 1999.

Part 2: Revised Scope of Work

Task 1 - PROJECT MANAGEMENT PLAN (PMP)

As part of project readiness, § III.C.1 of the Guidance on Requests for New Starts Projects to Enter Preliminary Engineering and Final Design (September 1999) requires that sponsors "demonstrate the technical capability and capacity to implement the project at the point of requesting entrance into preliminary engineering".

This task will complete a PMP that will describe that capability by showing how the preliminary engineering phase of project development will be managed, and address other required elements in a general way, commensurate with this stage of project development.

Task 2 - INVOLVING RAIL ROADS

Two rail roads would be involved in the implementation of Commuter Rail in the Wilsonville to Beaverton Corridor. The northern portion of the alignment, from central Beaverton to a point just to the north of Tigard is owned by Union Pacific Rail Road. Freight operating rights on this section are held under lease to the Portland and Western Rail Road. The rail corridor right-of-way to the south of Tigard, into Wilsonville, is owned by the Oregon Department of Transportation. In this section, the improvements are owned by Portland and Western Rail Road.

This task will begin business partnership discussions with both rail roads, and develop a framework for operating agreements with both Portland and Western and Union Pacific rail roads.

Task 3 - CONCEPTUAL ENGINEERING

The Locally Preferred Alternative (LPA) that was forwarded by the Study Steering Committee for public comment recommends Commuter Rail with a northern terminus running along Lombard Street in central Beaverton to the Beaverton Transit Center, linking to the MAX LRT. This alignment requires approximately 2000 feet of in-street running and several at-grade crossing of city streets.

The LPA also identifies two options for a vehicle storage/light maintenance site, and several Park & Ride sites.

This task will conduct conceptual design work on alignment options in central Beaverton, two optional maintenance facility sites, and the Park and Ride sites along the alignment.

Task 4 - TRAFFIC ANALYSIS

Several areas require more extensive traffic analysis than anticipated in the initial Study scope.

This task will also include more detailed traffic analysis of alignment options in central Beaverton and in the vicinity of potential Park & Ride lots.



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Task 5 - COMMUNITY OUTREACH

Public involvement activities will focus on outreach activities associated with the Locally Preferred • Alternative. An informational mailing to all property owners within one-half mile of the proposed corridor will be undertaken. Presentation of the LPA and associated issues will be made to city councils, the Washington County Board of Commissioners as well as other agencies and special interest groups.

Task 6 - COORDINATION WITH FEDERAL AGENCIES

As the Environmental Assessment (EA) analyses continue, special efforts will be undertaken to coordinate activities with various federal agencies, including U.S. Fish and Wildlife, the Army Corps of Engineers, the Federal Railroad Administration and the Federal Highway Administration. In addition to EA activities, coordination will also focus on the LPA, preliminary schedule, and other issues.

Task 7 - OPERATIONS PLAN

The initial operating plan was based on sketch-level travel demand forecasting. This task will utilize the recently completed detailed travel demand forecast for Commuter Rail and revise the preliminary operations plan to determine more precisely the appropriate location of sidings and other capital improvements. This information will in turn guide the EA process.

Part 3: Budget

Project Budget

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Tot. Ellg. Cost</u>
<u>SCOPE</u>			
44200 METROPOLITAN PLANNING	1	\$ 1,000,000	\$ 1,114,454
<u>ACTIVITY</u>			
442700 STP FUNDS FOR WILSONVILLE/ BEAVERTON CORRIDOR STUDY	1	\$ 1,000,000	\$ 1,114,454

Extended Budget Descriptions

442700 STP FUNDS FOR WILSONVILLE/ BEAVERTON CORRIDOR STUDY	1	\$ 1,000,000	\$ 1,114,454
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For the Wilsonville/Beaverton Transit Corridor Study.

Exhibit E

Agency Expenditure Budget

Non-Consultant Contract Expenses			
Work Element/Task		Metro	County
Management		\$ 28,500	\$ 78,212
Public Involvement		\$ -	\$ 15,000
Travel Demand Forecast		\$ 67,500	
Financial Analysis		\$ 22,500	
Technical Analysis and Report Preparation		\$ 46,500	
Rail Road Consultant		\$ -	\$ 100,000
	Sub Totals	\$ 165,000	\$ 193,212
	Total	<u>\$ 358,212</u>	

Consultant Contract Expenses		
Work Element/Task		Total
Management		\$ 160,504
Public Involvement		\$ 67,000
Travel Demand Forecast		\$ -
Financial Analysis		\$ 45,000
Technical Analysis and Report Preparation		\$ 483,738
	Total	<u>\$ 756,242</u>

TOTAL GRANT BUDGET \$ 1,114,454

INTERGOVERNMENTAL AGREEMENT
FOR
WILSONVILLE/BEAVERTON TRANSIT CORRIDOR STUDY

THIS AGREEMENT is entered into 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, hereinafter referred to as METRO; and Washington County, located at 155 North First Avenue, Hillsboro, Oregon 97124, hereinafter referred to as the COUNTY.

Recitals:

WHEREAS, METRO and the COUNTY desire to jointly accomplish a special study of high capacity transit improvements in the Wilsonville/Beaverton Transit Corridor, a study hereinafter known as WBTCs; and

WHEREAS, METRO is empowered by ORS 268.330(2) to contract with any public agency to plan for the environmental assessment, construction, preservation, improvement, operation or maintenance of any mass transit system having significant impact upon the development of the metropolitan area; and

WHEREAS, the COUNTY has the authority under ORS 190.010 to enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform; and

WHEREAS, The participating jurisdictions include the COUNTY, METRO, Tri-County Metropolitan Transportation District of Oregon (Tri-Met), City of Beaverton, City of Sherwood, City of Tigard, City of Tualatin, City of Wilsonville; and

WHEREAS, Funding for the WBTCs is intended to consist of contributions from the Federal Transit Administration in the form of Surface Transportation Program (STP) funds described in the MTIP as adopted by JPACT; and

NOW, THEREFORE, BE IT RESOLVED that in consideration of the mutual covenants herein set forth, METRO and the COUNTY agree as follows:

Agreements:

1. Scope of Work

The COUNTY shall serve as the lead agency and project manager and shall perform the responsibilities and deliver the products indicated for each task in the WBTCs Scope of Work identified as Exhibit "A," which is attached hereto and incorporated by reference as part of this Agreement.

2. Term of Agreement

The term of the Agreement shall commence on ^{September 23rd 1999} ~~October 1~~, 1999, and terminate on May 31, 2000, unless terminated earlier under the provisions of the Agreement.

3. Obligations of METRO

- A. METRO shall submit the Grant Application to FTA and administer the federal funds for this study.
- B. METRO shall serve as Federal Grantee and act as liaison with the Federal Transit Administration (FTA) in all substantive and procedural matters relating to the study.
- C. METRO shall administer funding, including the local match component for the study, including all revenues and expenditures and ensure prompt payment of all invoices upon approval as outlined in the method of payment section of this Agreement.
- D. METRO shall reimburse the COUNTY for grant-eligible expenses for actual work performed by the County, participating jurisdictions, and consultants in accordance with the Scope of Work, budget and payment sections of this Agreement, to the extent permitted by appropriate state and federal law.
- E. METRO shall develop appropriate transit network(s) and produce travel demand forecasts for the alternatives studied in the corridor in accordance with the schedule to be jointly developed by the County and METRO.
- F. Metro shall assist the County in management of the study, review of consultant products, and development of funding options as outlined in Exhibit "A".
- G. Metro shall participate in the Study's advisory committees, including the Technical Advisory Committee and the Steering Group.

4. Obligations of the COUNTY

- A. The COUNTY shall serve as lead agency and project manager for the study.
- B. The COUNTY will perform those tasks identified and assigned to the COUNTY within the Scope of Work (Exhibit A).
- C. The COUNTY will participate as outlined in the Scope of Work in the study's advisory committees, including the Technical Advisory Committee (TAC), the Project Steering Group.
- D. The COUNTY will maintain detailed and accurate records of all funds expended and all work performed with regard to this Agreement, and shall make such records available to

METRO for inspection at any reasonable time, as specified in section 6.A. and 6B and in accordance with FTA grant requirements.

- E. The COUNTY will submit monthly invoices and progress reports describing progress and work completed. Reports will be itemized by agreed upon budget categories.
- F. The COUNTY will administer the project management, public involvement, alternatives analysis, consultant contracts and IGAs required by the study. The COUNTY will have a consultant or consultant team under contract to perform work as soon as possible after the execution of this agreement. This procurement shall conform to adopted Federal Transit Administration procedures for consultant selection.
- G. The County shall perform all project activities in accordance with Federal requirements and include appropriate clauses in each subagreement and third party contracts stating the subrecipient/contractor responsibilities under Federal law, regulation or directive, including any necessary provisions requiring the subrecipient/contractor to impose applicable Federal requirements to its subcontractors/entities to the lowest tier necessary.
- H. The County shall pay Metro local matching funds of \$69,322 no later than March 1, 2000.

5. Compensation to the COUNTY

A. The COUNTY shall be compensated for 100% of grant eligible expenses for actual work performed as indicated in the Scope of Work up to Five Hundred Seventy Thousand Dollars and no/100th (\$570,000) subject to the availability of revenue from Federal funding sources (as described in sections 3.A. and 4.F.) and annual appropriations by Metro.

B. The Agency Budget attached and incorporated herein as Exhibit B prescribes the amounts that this agency will be reimbursed for its work under the Work Plan.

6. Method of Payment

A. For work completed, The COUNTY shall send METRO monthly invoices accompanied with the description of the work performed totaling one hundred percent (100%) of the actual costs the COUNTY has incurred up to the limits specified in Exhibit B, Budget Summary. The COUNTY shall submit the invoice in a format specified by METRO. These invoices shall document services provided by The COUNTY itemized by task and Work Element as specified in the Scope of Work and supported by documentation for reimbursable costs. METRO will review invoices for consistency with the Scope of Work and this Agreement.

B. All costs charged to the project shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing the nature and relationship to

Work Elements in the Scope of Work for any such charges as further detailed herein. For direct salary costs and fringe benefits, invoice documentation must consist of time sheets listing hours worked by Work Element identified in the Scope of Work and a calculation of the applicable hourly payroll rate and fringe benefits earned based on actual time worked. Time sheets and other applicable fringe benefit information must be retained for inspection.

For direct non-salary costs, invoice documentation must consist of copies of invoices of costs, including but not limited to services performed by contractors, reproduction, computer and communication expense, postage, telephone, supplies and transportation. Major items of equipment required for the tasks identified in the Scope of Work can not be reimbursed by this planning grant without advance written approval by FTA. The cost of specialized items of equipment will be limited to the amount of depreciation during the period of use as ascertained at the completion of the Study. Such items of equipment must be used primarily on, and required for, work incident to this Agreement, and must be of reasonable cost.

Direct costs will also include reasonable travel expenses that are directly related to production of a specific product in the Scope of Work, including meals, lodging, transportation, and incidental expenses for personnel while away from their headquarters overnight. Reimbursement for travel expenses shall be made in conformance with the established reimbursement policy of the agency claiming such expenses. Reimbursement of consultant travel expenses shall be in accordance with the contract with the consultant, and FTA grant eligibility requirements.

If the COUNTY uses a project allocation system, the COUNTY may submit project reports in lieu of time sheets and invoices, provided that the project allocation report consists of, at a minimum, the following elements: date, description (vendor name, employee name), reference number and cost.

An overhead rate may be used for portions of direct costs provided that the overhead rate is adjusted to the actual costs at least annually, and provided that no costs billed as part of the overhead rate are also billed directly. The overhead rate adjustment shall be reflected in an invoice at least annually.

The COUNTY's invoice shall contain a Statement signed by the COUNTY's Project Manager certifying that the costs have been incurred in the performance of the Scope of Work.

C. METRO will compensate the COUNTY directly for each invoice after METRO has received reimbursement from funding sources consistent with section 5, above. METRO shall coordinate reimbursement requests and payments.

7. Project Managers

The overall coordination and direction of the Project shall be provided by The COUNTY's Project Manager. The COUNTY's Project Manager is Kathy Lehtola.

METRO's Project Manager is Ross Roberts. Any change of Project Manager by METRO or The COUNTY shall be noticed in writing to the other party.

8. Notices

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

METRO
Ross Roberts
METRO Transportation Department
600 NE Grand Avenue
Portland, OR 97232-2736

Washington County
DLUT
Kathy Lehtola
155 North First Ave., MS 16
Hillsboro, OR 97124

9. Liability and Indemnity

METRO shall indemnify the COUNTY for, and hold the COUNTY harmless from, any claims arising out of the negligent acts or omissions caused by METRO or METRO's officers, employees, or agents, subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution. METRO shall be liable to The COUNTY for any damage to the COUNTY's property or injury to the COUNTY's officers, employees, or agents caused by METRO subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution.

The COUNTY shall indemnify METRO for and hold METRO harmless from any claims arising out of the negligent acts or omissions caused by the COUNTY or the COUNTY's officers, employees, or agents, subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution. The COUNTY shall be liable to METRO for any damage to METRO's property or injury to METRO's officers, employees, or agents caused by the COUNTY, subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution.

10. Termination for Default

The COUNTY shall be deemed to be in material breach if it fails to comply with any provisions of this Agreement or if its progress in performance of its obligations is so unsatisfactory that contract performance of the Scope of Work of this Agreement is seriously impaired. Prior to termination under this provision, METRO shall provide the COUNTY with written notice of default and allow the COUNTY thirty (30) days within which to cure the defect. In the event the COUNTY does not cure the defect within thirty (30) days, METRO may terminate all or any part of this Agreement for default. The COUNTY shall be paid the contract price only for services performed in accordance with the manner of performance set forth in this Agreement.

The COUNTY shall be liable to METRO for all reasonable costs and actual damages incurred by METRO as a result of a termination for default.

If, after notice of termination, the parties agree or a court finds that the COUNTY was not in default or that the default was excusable, such as a strike, fire, flood, or other event that is not the fault of, or is beyond the control of the COUNTY, METRO may allow the COUNTY to continue work, or may treat the termination as a termination for convenience, in which case the rights of the parties shall be the same as if the termination had been for METRO's convenience.

11. Termination for Convenience

METRO or the COUNTY may terminate all or part of this contract upon determining that termination is in the public interest. Termination under this paragraph shall be effective upon delivery of written notice of termination to METRO or the COUNTY. Upon termination under this paragraph, the COUNTY shall be entitled to payment in accordance with the terms of the contract for contract work completed before termination, and to payment for all reasonable contract closeout costs. Within sixty (60) days after termination pursuant to this paragraph, the COUNTY shall submit itemized invoice for all unreimbursed work within the Scope of Work of this Agreement completed before termination and all closeout costs actually incurred the COUNTY. METRO shall not be liable for any costs invoiced later than sixty (60) days after termination unless the COUNTY can show good cause beyond its control for the delay.

12. Applicable Laws

This Agreement shall be governed by the laws of the State of Oregon.

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including but not limited to ORS 279.015 to 272.320 and 279.555.

Specifically, it is a condition of this Agreement that contractor and all employers working under this Agreement are subject to employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017 which requires them to provide worker's compensation for all their subject workers.

13. Documents are Public Property

All records, reports, data, documents, systems and concepts, whether in the form of writings, figures, graphs, or models which are prepared or developed in connection with the Wilsonville/Beaverton Transit Corridor Study Alternatives Analysis/ Environmental Assessment shall become public property. All work products provided by METRO pursuant to this Agreement shall be made available to Wilsonville/Beaverton Transit Corridor Study Alternatives Analysis/ Environmental Assessment, and all work products provided by Wilsonville/Beaverton Transit Corridor Study Alternatives Analysis/ Environmental Assessment pursuant to this Agreement shall be made available to METRO.

14. Project Records

Comprehensive records and documentation relating to the Scope of Work in the Wilsonville/Beaverton Transit Corridor Study Alternatives Analysis/ Environmental Assessment project shall be maintained by METRO, the COUNTY and all of their contractors.

Each party shall establish and maintain books, records, documents, and other evidence of accounting procedures and practices, sufficient to properly reflect 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 METRO's existing accounting system or setup independently.

Such accounts are referred to herein collectively as the "Project Account." The COUNTY shall charge to a Project Account all eligible costs of the project. Costs in excess of the latest approved budget, not performed in accordance with the Scope of Work, work not eligible under FTA grant provisions, or attributable to actions which have not received the required approval of METRO, shall not be considered eligible costs.

15. Audits, Inspections, and Retention of Records

METRO, the Federal Transit Administration 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 COUNTY's and METRO'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, time sheets, accounting records and other materials pertaining to costs incurred in connection with the project shall be retained by the COUNTY and METRO and all of their contractors for three years from the date of completion of the project, or expiration of the grant agreement, whichever is later, to facilitate any audits or inspection.

A final determination of the allowability of costs charged to the project may be made on the basis of an audit or other review. METRO shall notify the COUNTY of any disallowed amounts stating the reasons therefor. Any funds paid to the COUNTY in excess of the amount to which the COUNTY is finally determined to be entitled under the terms of this Agreement constitute a debt to METRO, and shall be returned by the COUNTY to METRO.

16. Independent Contractor

The COUNTY shall be deemed an independent contractor for all purposes, and the employees of the COUNTY or any of its contractors, subcontractors, and the employees thereof, shall not in any manner be deemed to be the employees of METRO. As such, the employees of the COUNTY, its contractors, and subcontractors shall not be subject to any withholding for tax, social security, or other purposes by METRO, nor shall such contractor, subcontractor, or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation of the like from METRO.

17. Compliance With Laws and Regulations

METRO and the COUNTY shall adhere to all applicable federal, state, and local laws, regulations and policies including, but not limited to those included in "Exhibit C, Federal Requirements," and those related to Workers' Compensation, those in FTA's regulation called the "common rule" and its attachments, those of the Contract Work Hours and Safety Standards Act, and those relating to equal employment opportunity, nondiscrimination, and affirmative action including, but not limited to, those regulations implementing Executive Order No. 11246 of the President of the United States and Section 402 of the Vietnam Readjustment Act of 1973. METRO and the COUNTY shall adhere to all safety standards and regulations established by METRO for work performed on its premises or under its auspices.

18. Subcontract Inclusions

The COUNTY shall include language substantially similar to the language contained in exhibit C, Federal Requirements of this Agreement in all subcontracts entered into pursuant to this Agreement.

19. Copyright, Patent Rights, Trademarks, and Trade Secrets

The COUNTY shall hold METRO harmless, indemnify and pay the entire cost of defending any claim or suit brought against METRO for alleged infringement of a copyright, patent, trademark, or trade secret based on work products supplied by the COUNTY or infringements caused by the COUNTY subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution.

METRO shall hold the COUNTY harmless, indemnify and pay the entire cost of defending any claim or suit brought against the COUNTY for alleged infringement of a copyright, patent, trademark, or trade secret based on work products supplied by METRO or infringements caused by METRO subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution.

20. Subcontractors and Assignments

Neither METRO nor the COUNTY shall assign any of their respective rights acquired hereunder without obtaining prior written approval from the other party. Any attempted assignment of this Agreement without the written consent of both parties shall be void. Neither the COUNTY nor METRO by this Agreement incurs any liability to third persons for payment of any compensation provided herein to METRO or the COUNTY except as provided under the terms of this Agreement.

21. Quality of Work

METRO and the COUNTY agree that all work shall be completed in a manner consistent with standards prevailing in the industry for similar work. Time of performance will be a critical factor in the success of this effort. METRO and the COUNTY shall make every effort to comply with the Scope of Work during its performance of activities under this Agreement's time lines.

22. Reports

Publication of all reports shall give credit to the funding parties (the Federal Transit Administration, and Washington County). The following statement will be included in each report:

"Preparation of report has been funded in part by the Federal Transit Administration and Washington County. The opinions, findings and conclusions expressed in this report are those of the authors and are not necessarily those of the Federal Transit Administration, or the Washington County."

23. Labor and Material

The COUNTY shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all tasks identified in the Scope of Work, all at no cost to METRO other than the compensation provided in this Agreement.

24. Agreement Modifications

Either party may request changes in these provisions. Such changes which are mutually agreed upon shall be incorporated as written amendments to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties hereto. A task budget is included as Exhibit B, attached hereto and incorporated by this reference as if set forth in full. Budgeted amounts for each task may be modified, keeping the total not to exceed budget constant, upon written agreement between the Project Managers.

25. Severability

If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this contract.

26. Sub-Recipient

The parties acknowledge and hereby agree that the County is a sub-recipient of federal funds received through this Intergovernmental Agreement, in accordance with applicable laws and regulations described in OMB Circular A-133.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first written below.

WASHINGTON COUNTY

By: Tom Brian

Name: Tom Brian

Title: Chairman Board of Commissioners

Date: 10-25-99

METRO

By: Scott Moss

Name: Scott Moss
Manager, Risk & Contract Mgmt.

Title: _____

Date: 11-8-99

EXHIBITS:

- A: Grant Application / Scope of Work
- B: Alternatives Analysis Budget
- C: Federal Requirements

APPROVED WASHINGTON COUNTY
BOARD OF COMMISSIONERS

MINUTE ORDER # 99-438

DATE 10/12/99

BY Barbara Hejmanek
CLERK OF THE BOARD

APPROVED AS TO FORM:

[Signature]
County Council for
Washington County, Ore.



Application for Federal Assistance

Part 1: Recipient Information

Recipient ID: 1711
 Recipient Name: METRO
 Address.....: 600 NE GRAND AVENUE , PORTLAND, OR 97232 2736
 Telephone.....: 5037971700
 Facsimile.....: 5037971929

Part 2: Project Information

Project Number.....:	OR-90-X084-00	Total Cost.....:	\$ 675,000
Fed Dom Asst. #.....:		Adjustment Amt.....:	\$ 0
Project Description...:	Wilsonville/Beaverton Transit Corri	Elig. Project Cost...:	\$ 675,000
State Appl. ID.....:		Total FTA Amt.....:	\$ 605,678
Recvd. by State.....:		Total State.....:	\$ 0
STIP Page.....:		Total Local.....:	\$ 69,322
STIP Date.....:	May. 27, 1999	Other Federal.....:	\$ 0
FTA Project Mgr.....:	Theresa Morse		
Applicant Type.....:			
Application Type.....:			
Revision Reason.....:	Initial Application		
Start/End Dates.....:	Sep. 30, 1999 - Jun. 30, 2000		
Urbanized Areas.....:	410280		
EO 12372 Rev.....:			
Review Date.....:			

Project Details

STIP DATE NOTE:

The actual STIP date was not available at the time of this grant application. Metro Resolution No. 99-2791 for the purpose of approving the FY 2000 MTIP Modernization Program developed through the Priorities 2000 Process was approved by the Metro Council on May 27, 1999. The resolution allocated Surface Transportation Program (STP), Congestion Mitigation/Air Quality (CMAQ) and Transportation Enhancement (TE) fund types through the Priorities 2000 Process. Included was \$1 million for Alternatives Analysis and Preliminary Engineering for the Washington County Commuter Rail Study. Metro will submit a request to amend the FY 99-00 Unified Work Program (UWP) and a letter from ODOT Region 1 has been submitted to FHWA and FTA requesting an amendment to the State Transportation Improvement Program (STIP) to include this \$1 million. At the time of this grant application, this STIP amendment is awaiting approval by FHWA and FTA. Please initiate this grant application pending approval of the STIP and UWP amendments.



PROJECT DESCRIPTION

This grant application is requesting funds to perform an Alternatives Analysis for a commuter rail line and other transit options between Wilsonville and Beaverton. The commuter rail alternative would connect with the Westside light rail line at one of two locations, either the Merlo station or at the Beaverton Transit Center. The length of the line would be 17.8 miles for the Merlo terminus, or 15.3 for the Beaverton Transit Center terminus. The northern third of the alignment is owned by the Union Pacific Railroad (UPRR), and the Oregon Department of Transportation (ODOT) owns the southern two-thirds of the alignment. The Portland and Western Railroad currently operates freight service along the entire length of the line.

The Alternatives Analysis would evaluate the commuter rail alternative in comparison to a No-Build alternative, a Transportation System Management (TSM) and potentially other alternatives. Public involvement activities will be undertaken to raise public awareness of the project, to develop alternatives, and to inform decision-makers as the alternatives are evaluated.

TRANSMITTAL LETTER

September 3, 1999

Ms. Helen Knoll
Regional FTA Administrator
Federal Transit Administration
Federal Building, Suite 3142
915 Second Avenue
Seattle, WA 98174-1012

Dear Ms. Knoll:

Attached is a grant application from Metro for the Wilsonville-Beaverton Transit Corridor Study. This study will be examining the potential for a major transit improvement in the I-5/Highway 217 corridors from Wilsonville to Beaverton, Oregon. Options to be considered in the study include commuter rail as well as other transit options.

The work that is proceeding with these grant funds will be done in conformance with the Section 5309 New Starts funding process. Although Metro is the grant applicant, this project is being undertaken as a joint venture with the Washington County Department of Land Use and Transportation. Funding for the grant application is proposed as FY 99 STP funds that will need to be transferred from FHWA to FTA.

The work undertaken in this effort will also be performed in conformance with FTA guidance regarding the NEPA process.

If you have any questions about this application, please contact Richard Brandman at 971-797-1749.

Best regards,

Mike Burton
Executive Officer

MB:lmk

CC: Tom Brian, Washington County Commission Chair
John Rosenberger, Washington County Land Use and Transportation Director
Richard Brandman, Metro Transportation Planning Director

PROJECT JUSTIFICATION

The Portland Metropolitan area is experiencing rapid population and employment growth. Plans and strategies for containing growth and reducing the total number of vehicle miles traveled (VMT) have been developed at the State, Regional and local levels. Statewide, the Transportation Planning Rule (TPR) requires cities and communities to implement strategies which incrementally reduce VMT per capita while accommodating the growth. On a regional basis Metro has developed and adopted a series of Regional Urban Growth Goals and Objectives (RUGGOs) and a Regional Framework Plan establishing the 2040 Growth Concept that exemplify regional policy regarding the planning process and other substantive regional concerns.

These goals and their clarifying objectives are intended to guide local jurisdictions in the development of local plans. The regional objective related to transportation calls for reduced reliance on a single mode of transportation through development of a balanced and cost-effective transportation system which employs highways, transit, bicycle and pedestrian improvements and system and demand management. In addition, transportation investments are a key method to direct growth into higher density, mixed use centers called for in the 2040 Growth Concept, of which there are a number in this corridor. From a local perspective, the alternatives to be considered pass through the cities of Wilsonville, Tualatin, Tigard and Beaverton as well as unincorporated areas of Washington County. Each of these jurisdictions has developed planning objectives, which call for increased and improved transit service in appropriate locations.

The eastern portion of Washington County is experiencing rapid growth in both employment and residential growth. The growth in both employment and population is expected to continue. The situation is further exacerbated by a constrained highway system (I-5 and Hwy 217) that operates at or near capacity for most of the day. Expansion of these facilities can not be accomplished without considerable impacts and expense. There is recognition that no single mode can be expected to accommodate these increases. As a result, regional leaders have been exploring options that utilize the existing transportation network while addressing the future growth and livability needs.

SCOPE OF WORK

TASK 1 - PROJECT INITIATION AND EVALUATION CRITERIA

This task includes the assembling of background information pertinent to the development and evaluation of a range of transportation alternatives in the transportation corridor serving north - south trips in the eastern portion of Washington County. Also included is the early identification of criteria to be used to assess the alternatives developed and project administration activities.

Task 1.1 Background Review

A complete review will be conducted of all recently and currently proposed transportation improvements in the Wilsonville to Beaverton corridor. Any projects with funding currently programmed will be specially noted. Current studies such as the Highway 217 evaluation by Metro and ODOT and the recent feasibility study of a commuter rail application will be included. Local, county and regional transportation policies

and plans which impact the study area will also be reviewed and summarized. Assembling this background information will provide a basis for consideration of a range of strategies which would be appropriate in addressing a portion of the forecasted travel demand in the corridor.

The following options have been previously identified as possible solutions by either Metro, ODOT, Tri-Met, Washington County or one or more of the local jurisdictions:

- * Light Rail (not considered an option at this time)
- * Expanded bus service
- * High occupancy vehicle lanes
- * Commuter rail
- * Pricing strategies (HOT lanes, peak pricing)
- * Intelligent Transportation System applications
- * Transportation Demand Management

These alternatives and others will be considered by the study's steering committee as it narrows the alternatives to be carried forward which best meet the study's purpose and need.

Task 1.2 Develop Evaluation Criteria

Early in the study process and prior to the definition of the range of alternatives to be evaluated, a set of evaluation criteria will be developed based on the purpose and need of the study. The evaluation criteria will be used as the basis for assessment of the alternatives. The criteria are anticipated to be a combination of quantitative and qualitative measures that will address land use, transit ridership, travel time, cost-effectiveness and other factors. The criteria will be reviewed at an initial set of public meetings and will be adopted by the project Technical Advisory Committee and Steering Committee.

Task 1.3 Project Management

This task will encompass the development and administration of the project budget, the intergovernmental agreements and consulting agreements. Specific tasks will include:

- * Project startup
- * Refinement of work plan, budget and schedule
- * Refinement of the public involvement plan
- * Development and execution of intergovernmental agreements
- * Development of consultant scopes of work
- * Consultant procurement and management

This task includes the support of the established project management structure including a Technical Advisory Committee and Steering Committee. Each committee includes representation from Washington County, Metro, Tri-Met, ODOT; and the cities of Beaverton, Tigard, Tualatin, Wilsonville and Sherwood. Support and direction will also be provided to task specific committees.

TASK 2 - DEFINITION OF A RANGE OF ALTERNATIVES

Task 2.1 Development of a Range of Alternatives

This task will involve the development of a range of alternatives which will be advanced for further evaluation. The alternatives to be developed will include definition of a No-Action/No-Build alternative, at least one Transportation System Management alternative and a Wilsonville to Beaverton commuter rail line. A sensitivity analysis will be conducted to determine the extent of impact on ridership for the TSM/Bus Improvement option assuming use of a Hwy 217 HOV lane by express bus. However, HOV lanes are beyond the scope of this study.

Development of an initial set of alternatives will include agency and public scoping meetings to solicit comments and additional suggestions. For the TSM alternative a sensitivity analysis will be conducted of a moderate-range capital investment and an alternative which is a more capital intensive investment to determine which proves most effective in meeting the project purpose and need. A commuter rail feasibility study has recently been completed which provides a description of the capital and operating improvements required to implement such a system on the existing freight rail facility which runs parallel to Highway 217 and I-5 between Wilsonville and Beaverton. The study also estimated the operating and capital costs required to implement the system and the improvements required to provide the appropriate separation of the freight and passenger operations.

Task 2.2 Narrowing of the Alternatives to be Carried Forward

The range of alternatives will be reviewed utilizing the evaluation criteria. The evaluations will serve as the basis for presentations to the Technical and Steering Committee and solicitation of public comments. The Steering Committee will make the final decision regarding the alternatives to be carried forward for more detailed analysis.

TASK 3 - EVALUATION OF ALTERNATIVES

This task involves more fully developing the definitions, costs and impacts of the limited number of alternatives selected in Task 2.2. The objective is to develop the alternatives to a level that they can be evaluated comparably, leading to a determination of which to advance into implementation. This would include developing estimates of capital costs. In addition, conceptual operating plans will be developed so that operating and maintenance costs can be developed and ridership projections generated. Information on potential impacts will also be generated. Information will be presented in a format which helps the public and jurisdictions understand and weigh the distinctions, advantages and disadvantages of each alternative. The information will also be prepared in a manner which allows the project to be evaluated against FTA project criteria.

Task 3.1 Develop Operating Plans

For each of the alternatives an operating plan will be generated which will include the following:

- * transit routing
- * travel time
- * station locations
- * park and ride location and size
- * connecting services
- * hours of operation
- * pedestrian access

This information will provide the basis for completing the travel demand forecasting. A conceptual operating plan has been developed for the commuter rail alternative. A similar level of conceptual operating plan will be prepared for the other alternatives. The connecting bus network will be developed consistently for all of the alternatives and will be based on the networks refined in the Public Transit section of the draft RTP.

Task 3.2 Develop a Capital Facilities Program

For each alternative, the capital facilities required to implement the service will be identified at a conceptual level of design. Also included will be the vehicle fleet required to operate the service and any right of way requirements. This task will provide the basis for development of capital costs for each alternative.

Task 3.3 Travel Demand Forecasts

The travel demand forecasts will be developed utilizing the Metro EMME/2 model. The forecasts will be utilized to modify the operating plans, develop operating and maintenance costs, to determine the final fleet sizing and as input to a number of the environmental tasks including impacts on the existing transportation system.

Task 3.4 Develop Operating and Maintenance Costs

Based on the travel demand forecast, operations and maintenance cost estimates will be generated for each of the alternatives. Estimates will be generated on local experience coupled with industry experience if an appropriate local example is not available. Unit costs will be applied to estimated vehicle miles traveled, vehicle hours, number of stations and park and ride spaces, and length of fixed facility. For the commuter rail alternative the operating and maintenance estimates have been developed, including the cost elements unique to operating on track owned by a private rail operation. The operating and maintenance costs for the other alternatives will be developed using the same methods, where appropriate.

Task 3.5 Develop Capital Costs

Estimates will be developed based on the conceptual design for each alternative. The costs will include all civil and systems costs including added vehicles to operate the service. Costs will include incorporation of identified environmental mitigation measures. Local unit costs will be used with the limited exception of instances where no local experience is available.

Task 3.6 Cost Effectiveness

Based on the identification of the cost and benefits of each alternative, an evaluation will be conducted of the cost effectiveness of each alternative prepared according to FTA Guidance. Also to be addressed as part of this task will be the mobility improvements contributed by each alternative and an operating efficiencies comparison between the alternatives. Additional local measures of cost-effectiveness will also be prepared.

Task 3.7 Land Use

This task will evaluate the degree to which each alternative supports both existing and planned land use and transportation policies. Included will be how each alternative relates to existing land uses.

Task 3.8 Financial Analysis

This assessment will combine the results of the capital costing and operating and maintenance cost estimates to identify the financing requirements for implementation of the alternatives. The analysis will also identify potential sources of funding which may be available to the project.

TASK 4 - COMPREHENSIVE COMMUNITY INVOLVEMENT PROGRAM

Task 4.1 Community Involvement and Information Program

A comprehensive community involvement and information program will be developed and implemented. The focus will be on incorporating into the process input from the public, interest groups and the local jurisdictions potentially impacted by the proposed actions. The program will be designed to both inform

and solicit input. Particular emphasis will be placed on public elements of the program during the development of evaluation criteria, the identification and narrowing of the range of alternatives and the selection of a preferred alternative.

Task 4.2 Project Scoping; agency and public

This task will set the scope for the environmental assessment. The intent is to solicit input and comments from appropriate agencies and the general public. A summary of the environmental work completed to date will be prepared in preparation for the meetings. There will be a single agency scoping meeting with representatives from all of the appropriate agencies. The intent is to inform and reach consensus on the alternatives that will be studied and areas of potential environmental concern to be evaluated. The results of the meeting will be summarized in a technical memorandum.

Due to the linear nature of the project corridor, two public scoping meetings will be held. The intent is similar to the agency scoping meeting. Information from the scoping meeting will be summarized in the form of a technical memorandum which will be incorporated into the Environmental Assessment.

TASK 5 - ENVIRONMENTAL DOCUMENTATION

Task 5.1 Environmental Documentation

The intent of this task is to document existing conditions in a wide range of environmental categories. This documentation will become the baseline condition for comparison of the alternatives.

The environmental analysis will address the following areas:

- * Traffic impacts
- * Transit impacts
- * Land Use impacts
- * Air Quality impacts
- * Noise and Vibration impacts
- * Ecosystems
- * Hazardous Materials
- * Water Quality/Hydrology
- * Historic/Parklands/Archeological
- * Displacement
- * Social and Neighborhood impacts

Each environmental category will analyze and evaluate environmental impacts that may result from the implementation of a given alternative. Measures to mitigate potential impacts will be suggested. Each area of environmental concern will be documented in the form of a technical memorandum.

Task 5.2 Draft Environmental Assessment

The technical memorandums developed in Task 5.1 will be consolidated into a comprehensive environmental assessment. The assessment will include a discussion on the purpose and need for a project, a description of the alternatives and an individual discussion of areas of environmental concern. Each area will include a description of potential impacts resulting from the alternatives as well as proposed mitigation measures.

The draft document will be submitted for review by member jurisdictions of the Technical Advisory Committee followed by circulation to the lead and cooperating state and federal agencies. Upon approval by FTA, once all comments have been received a notice of availability will be published. Draft documents



will be sent to various federal, state, regional and local agencies as well as area libraries and interested parties. Once the notice of availability has been published a public and agency comment period of 30 to 60 days will be initiated. During the comment period additional public meetings will be held.

Task 5.3 Final Environmental Assessment

At the end of the official comment period all suggestions and comments will be documented and incorporated into a final document. If all potential impacts can be mitigated to a "less than significant level" the lead federal agency will be requested to publish an announcement that they intend on issuing a Finding of No Significant Impact (FONSI). This action would conclude the NEPA process. If impacts are sufficiently significant to require a Draft/Final EIS, a grant amendment to increase this budget will be requested.

TASK 6 - SELECTION OF THE PREFERRED STRATEGY

Based on the evaluation of the alternatives and review of the documented input from the community involvement program, the project Technical Advisory Committee will develop a draft recommendation of a preferred strategy. The recommendation will clearly define the ability of the recommended alternative to address the project's purpose and need and summarize how the alternative measures against the evaluation criteria. The recommendation of the Technical Advisory Committee will be forwarded to the Steering Committee in the form of a recommended action and will be accompanied by a conceptual funding plan.

The Steering Committee recommendation will be forwarded to the Washington County Board of Commissioners for adoption and referral to JPACT and the Metro Council for amendment to the Regional Transportation Plan and/or the Metropolitan Transportation Improvement Program. Prior to the Board of Commissioners action it is anticipated that comments be solicited from the impacted local jurisdiction, ODOT, Tri-Met and SMART.

Part 3: Budget

Project Budget

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Elig Proj Cost</u>
<u>SCOPE</u>			
44200 METROPOLITAN PLANNING	1	\$ 605,678	\$ 675,000
ACTIVITY			
442302 WILSONVILLE/BEAVERTON	1	\$ 605,678	\$ 675,000
TRANSIT CORRIDOR STUDY			

Part 4. Milestones

442302 WILSONVILLE/BEAVERTON TRANSIT	1	\$ 605,678	\$ 675,000
CORRIDOR STUDY			



	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Initiate Study	Oct. 1, 1999
2.	Scoping Meeting	Oct. 15, 1999
3.	Finalize Work Scope	Nov. 15, 1999
4.	Refine Alternatives	Nov. 15, 1999
5.	Draft Technical Reports	Jan. 15, 2000
6.	Finalize Technical Reports	Feb. 15, 2000
7.	Adoption	Mar. 31, 2000

Part 5. Environmental Findings

442302 WILSONVILLE/BEAVERTON TRANSIT CORRIDOR STUDY	1	\$ 605,678	\$ 675,000
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Finding No. 1

Finding Type : Class II(c)
 Type Code : Unknown
 Finding Details : Categorical Exclusion (CE)
 Type 01: Engineering/Design/Planning/Tech. Studies

Exhibit B

Agency Expenditure Budget

Non-Consultant Contract Expenses		
Work Element/Task	Metro	County
Management	\$ 21,000	\$ 50,000
Public Involvement	\$ -	\$ 15,000
Travel Demand Forecast	\$ 47,000	
Financial Analysis	\$ 13,000	
Technical Analysis and Report Preparation	\$ 24,000	
Sub Totals	\$105,000	\$ 65,000
Total	\$170,000	

Consultant Contract Expenses	
Work Element/Task	Total
Management	\$ 85,000
Public Involvement	\$ 67,000
Travel Demand Forecast	\$ -
Financial Analysis	\$ 45,000
Technical Analysis and Report Preparation	\$308,000
Total	\$505,000

TOTAL GRANT BUDGET \$ 675,000

**Washington County
Expenditure Budget**

Work Element/Task	Washington County	Consultant
Management	50,000	85,000
Public Involvement	15,000	67,000
Travel Demand Forecast	0	0
Financial Analysis	0	45,000
Technical Analysis and Report Preparation	0	308,000
Total	65,000	505,000

**Washington County
Revenue Budget**

Description	Amount
Federal Grant OR-90-X084	511,461
Local Match - Lottery Funds	58,539
Total	570,000

**Metro
Expenditure Budget**

Work Element/Task	Metro	Consultant
Management	21,000	0
Public Involvement	0	0
Travel Demand Forecast	47,000	0
Financial Analysis	13,000	0
Technical Analysis and Report Preparation	24,000	0
Total	105,000	0

**Metro
Revenue Budget**

Description	Amount
Federal Grant OR-90-X084	94,217
Local Match - Lottery Funds	10,783
Total	105,000

**Total Project
Expenditure Budget**

Description	Amount
Washington County	570,000
Metro	105,000
Total	675,000

**Total Project
Revenue Budget**

Description	Amount
Federal Grant OR-90-X084	605,678
Local Match - Lottery Funds	69,322
Total	675,000

FEDERAL REQUIREMENTS

1. Buy America Requirements

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to Metro the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors. (See Attachment A)

2. Cargo Preference

The Contractor agrees: a. to use 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, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments 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 the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

3. Energy Conservation Requirements

The Contractor agrees to comply with 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.

4. Clean Water

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to Metro and understands and agrees that Metro will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

5. Lobbying

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. (See Attachment B).

6. Access to Records

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until Metro, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA (5) dated October, 1998) between Metro and FTA , as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

8. Clean Air

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to Metro and understands and agrees that Metro will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

9. Recycled Products

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

10. Contract Work Hours and Safety Standards Act (Non-Construction)

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

(2) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

11. No Government Obligation to Third Parties

- (1) Metro and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to Metro, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

12. Program Fraud and False or Fraudulent Statements

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

13. Termination

- a. **Termination for Convenience** Metro, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, Metro shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

b. Termination for Default If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Metro may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by Metro that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Metro, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure Metro in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 (ten) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Metro's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from Metro setting forth the nature of said breach or default, Metro shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Metro from also pursuing all available remedies against Contractor and its sureties for said breach or default.

14. Debarment and Suspension

Instructions for Certification (See Attachment C)

1. By signing and submitting this bid or proposal, the Contractor is providing the signed 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 may pursue available remedies, including suspension and/or debarment.
3. The Contractor shall provide immediate written notice to Metro if at any time the Contractor 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," "persons," "lower tier 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 [49 CFR Part 29]. You may contact Metro for assistance in obtaining a copy of those regulations.
5. 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 transaction with a person who is debarred, suspended, declared ineligible, or

voluntarily excluded from participation in this covered transaction, unless authorized in writing by Metro.

6. The Contractor further agrees by submitting this proposal that it will include the 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 issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order 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 all remedies available to the Federal Government, Metro may pursue available remedies including suspension and/or debarment.

15. Privacy Act

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

16. Civil Rights

The following requirements apply to the underlying contract:

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees

that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
- (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (2) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

17. Dispute Resolution

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Metro. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Metro's Executive Officer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Metro, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Metro and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Oregon, Multnomah County.

Rights and Remedies - The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Metro, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

18. Patent and Rights in Data

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

- (1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- (2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, Metro or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Metro or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by Metro or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, Metro and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for Metro or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, Metro and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Metro or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither Metro nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by Metro or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been

incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that Metro or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

- (3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (*i.e.*, a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), Metro and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- (4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

- (1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, Metro and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
- (2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), Metro and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- (3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

19. Disadvantaged Business Enterprises

The DBE goal for the personal services contract under this Agreement shall be 11.9%.

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 DBE's 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 DBE's 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 DBE's 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.

20. Environmental Protection

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. § 4321 *et seq.* consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

21. Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Metro requests which would cause Metro to be in violation of the FTA terms and conditions.

Attachments

- A. **Buy America Certification**
- B. **Lobbying Certification**
- C. **Debarment & Suspension Certification**

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

LOBBYING CERTIFICATION

APPENDIX A, 49 CFR PART 20—CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or 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 an 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 making lobbying contacts to 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name/Title of Contractor's Authorized Official

_____ Date

ATTACHMENT C

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

- (1) The prospective participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date _____

Signature _____

Company Name _____

Title _____

