

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING THE) RESOLUTION NO. 01-3037
EXECUTIVE OFFICER TO EXECUTE AN)
INTERGOVERNMENTAL AGREEMENT WITH) Introduced by Councilor
WASHINGTON COUNTY FOR PRELIMINARY) Rod Monroe
ENGINEERING ON THE WILSONVILLE)
BEAVERTON COMMUTER RAIL PROJECT)

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 April 27, 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 20, 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, on November 16, 2000, the Metro Contract Review Board approved a \$585,000 amendment to the current IGA with Washington County for Phase I Preliminary Engineering, which was never executed; and

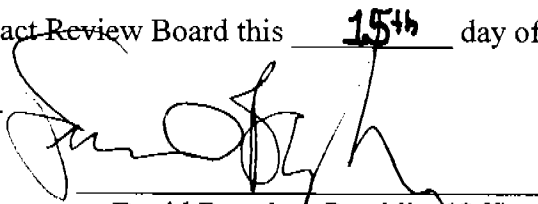
WHEREAS, Metro thereafter submitted a revised grant application in the amount of \$1,854,140 (\$1,483,312 federal/\$370,828 local) to FTA on January 5, 2001, which combined FY 2000 and FY 2001 earmarks of Section 5309 New Starts planning funds for Washington County Commuter Rail Preliminary Engineering (PE) activities; and

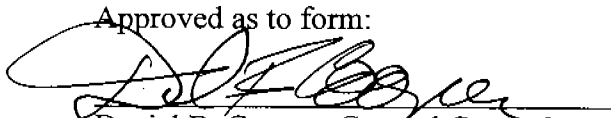
WHEREAS, Metro Code, Section 2.04.026(a) requires Council approval of personal services contracts exceeding \$50,000 and for a term greater than 12 months, including personal services contracts provided by intergovernmental agreements; now, therefore

BE IT RESOLVED,

The Metro Contract Review Board hereby authorizes the Executive Officer to execute a new Intergovernmental Agreement with Washington County for Preliminary Engineering on the Wilsonville/Beaverton Commuter Rail Project in a form substantially similar to that set forth in Exhibit A.

ADOPTED by the Metro Contract Review Board this 15th day of MARCH, 2001.


David Bragdon, Presiding Officer

Approved as to form:

Daniel B. Cooper, General Counsel

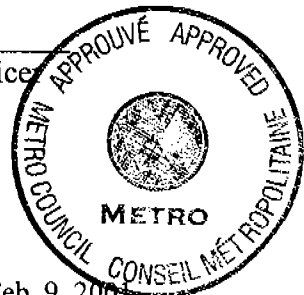


Exhibit A: IGA for Washington County Commuter Rail Preliminary Engineering, Feb. 9, 2001

INTERGOVERNMENTAL AGREEMENT
FOR
WASHINGTON COUNTY COMMUTER RAIL PRELIMINARY ENGINEERING

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 complete Preliminary Engineering (PE) of high capacity transit improvements in the Wilsonville/Beaverton Transit Corridor, a project hereinafter known as "Commuter Rail"; 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 Tigard, City of Tualatin, City of Wilsonville and the Oregon Department of Transportation (ODOT); and

WHEREAS, Funding for PE is intended to consist of contributions from the Federal Transit Administration in the form of New Starts §5309 funds and local COUNTY matching funds; 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 PE 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 July 21, 2000, and terminate on December 31, 2002, 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 procedural matters relating to PE.

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 assist the County in the development of a FTA New Starts Criteria submittal for the Project.

F. 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 6.B. 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, consultant contracts and IGAs required by the study.

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 \$370,828.00 .

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 One Million Eight Hundred Fourteen One Hundred and Forty Dollars and no/100th (\$1,814,140) 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 Budget Summary attached and incorporated herein as Exhibit B prescribes the amounts that each 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. 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 97124-3072

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.

METRO 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, the COUNTY shall provide METRO with written notice of default and allow METRO thirty (30) days within which to cure the defect. In the event METRO does not cure the defect within thirty (30) days, the COUNTY may terminate all or any part of this Agreement for default. METRO shall be paid the contract price only for services performed in accordance with the manner of performance set forth in this Agreement.

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

If, after notice of termination, the parties agree or a court finds that METRO 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 METRO, the COUNTY may allow METRO 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 the COUNTY'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 an itemized invoice for all unreimbursed work within the Scope of Work of this Agreement completed before termination and all closeout costs actually incurred by 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 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 employers under the Oregon Worker's [see underlined part of this sentence. Is there a word or phrase missing?] 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 Washington County Commuter Rail Preliminary Engineering project shall become public property. All work products provided by METRO pursuant to this Agreement shall be made available to the Washington County Commuter Rail Preliminary Engineering project, and all work products provided by the Washington County Commuter Rail Preliminary Engineering project 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 Washington County Commuter Rail Preliminary Engineering 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 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

METRO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

EXHIBITS:

- A: Grant Application / Scope of Work
- B: Preliminary Engineering Budget
- C: Federal Requirements

Exhibit A

***Metro/Washington County IGA
Washington County Commuter Rail Project
Preliminary Engineering Scope of Work***

*Washington County Commuter Rail Project
Preliminary Engineering Scope of Work
Metro/Washington County IGA, February 2001*

Washington County Commuter Rail Project Preliminary Engineering Scope of Work

1.0 Objective

The tasks below are the responsibility of Washington County and its consultant team. Via this Intergovernmental Agreement (IGA), Metro will pass through funding from FTA to Washington County for the completion of these tasks. As the FTA grantee, Metro will provide grant management and administration support for Washington County for this project. Metro will also provide technical assistance to Washington County including the Annual New Starts submittal to FTA.

The objective of this phase of the project is to complete the preliminary engineering tasks and analyses necessary to advance the project development and definition process. These preliminary engineering (PE) activities will result in a more precise definition of project elements and operations and their related costs.

2.0 Approach

2.1 Basis of Design

Applicable design criteria categories will be identified and the elements within each category defined. Local, state, federal and industry codes, regulations and standards will be appropriately reflected. The following categories are among those anticipated to be identified and further defined:

- Civil Facilities Design
 - Trackwork – including geometry, materials and clearance requirements
 - Structures – including bridges, retaining and sound walls, and drainage structures
 - Stations – including platforms, shelters, signage, parking, access and ancillary facilities
 - Utilities – including preservation and relocation strategies
 - Roadways – including at-grade crossings by autos and pedestrians
 - Right-of-way
 - Drainage

- System Facilities Design
 - Maintenance facility
 - Vehicles
 - Fare collection
 - Communication systems
 - Train and traffic control systems

Additionally, a range of options and limits will be developed for each element of each category. The merits of each will be evaluated based on applicable parameters. Typical parameters will include:

- Functional considerations;
- Safety;
- Reliability/durability;
- Availability;
- Constructability;
- Maintainability;
- Environmental Impact; and,
- Capital and operating costs.

Based on the evaluations, recommended criteria will evolve. These recommendations will be subjected to internal review/comment cycles within the project team, as well as by other impacted agencies.

2.2 *Corridor Configuration Analysis*

Starting from the Phase II Study and with consideration to the Environmental Assessment findings, the operational requirements, alignment considerations and necessary guideway improvements will be reviewed and examined in detail to arrive at a recommended configuration for the commuter rail corridor. The recommended corridor configuration will be evaluated on the basis of criteria such as:

- Function;
- Environmental effect;
- Design and construction; and,
- Complexity

The recommended corridor configuration will be subjected to review/comment cycles within the project team, as well as by other impacted agencies and jurisdictions. This corridor

configuration will serve as the basis for completion of preliminary engineering and operational planning tasks.

3.0 Civil Facilities Design

3.1 Trackwork

Starting with recommendations from the Phase II Study, the existing track conditions will be further examined and evaluated. In coordination with the corridor configuration analysis, as well as operational, systems and environmental requirements, design criteria will be established for new and existing track and guideway improvements.

Trackwork plans will be developed depicting the following:

- Horizontal and vertical alignments for existing track;
- Preliminary design of alignments for proposed track and track improvements;
- Special trackwork configurations;
- Rail, fastener and support details;
- Typical track sections;
- Grade crossing details;
- Maintenance facility track layout and special trackwork configurations;

3.2 Structures

Starting from the Phase II Study and in conjunction with the corridor configuration analysis and track design tasks and in consideration of environmental assessment results, this task will examine the recommended bridge and structure improvements or requirements. An evaluation will be completed to establish type, size and location for new structures and improvements to existing structures and further define any mitigation requirements.

Structural plans will be developed depicting the following:

- Preliminary design of new bridge structures;
- Preliminary design of modifications to existing structures;
- Preliminary design of retaining and sound walls; and,
- Preliminary design of drainage structures;

3.3 *Station Design*

In coordination with other tasks including corridor configuration, trackwork and structure design, station site plans will be prepared and refined to develop a preferred site configuration for each station. The station design process will include consideration of the following:

- Site orientation;
- Architectural character;
- Pedestrian circulation;
- Parking and drop-off/picking arrangement;
- Bus bay requirements;
- Traffic ingress and egress;
- Platform, shelter, and fare equipment;
- Ancillary facilities;
- ADA accessibility;
- Lighting;
- Signage;
- Public art opportunities;
- Adjoining land use;
- Park-and-ride facilities location and sizing; and,
- Passenger security.

Site plans will be developed depicting the station and supporting facilities layout, auto and pedestrian access and the interface with the surrounding area.

3.4 *Utilities*

The presence of existing utilities will be initially identified by an examination of the records of each private or public utility in the corridor as well as the records of the railroads. Field verification will be made for utility structures at or above grade. Where such utilities are determined to potentially be in conflict with proposed improvements, their location will be more precisely established and specific attention will be given to resolving the concern. Below grade utilities that records suggest may be in conflict will likewise be more precisely located and solutions explored. Particular attention will be given to those conflicts having significant costs associated with the preservation or relocation.

Additionally, provisions of agreements relating to private utilities occupying the corridor will be researched. Responsibilities for the costs and implementation of protective measures, temporary as well as permanent relocations will be determined. Composite utility plans will be developed showing existing utilities and proposed relocations and preservations.

3.5 *Roadway Design*

This task will examine proposed roadway improvement requirements and evaluate the existing at-grade crossings. In conjunction with the investigations associated with the train and traffic control systems this task will include:

- Assessment of each at-grade crossing location relative to the impact of the rail transit operations on automobile and pedestrian traffic;
- Identification of locations warranting special considerations to mitigate adverse impacts and concerns;
- Development of alternative mitigation strategies such as roadway/walkway reconfiguration, traffic signal coordination and train control/signal coordination; and
- Review/coordination with local traffic officials.

3.6 *Drainage*

Preliminary layouts of drainage for track, structures, parking lots, roadway, stations and ancillary facilities will be developed. Special stormwater flow detention or water quality feature or treatment will be identified. Required permits and agency approvals/requirements will be identified and documented accordingly.

4.0 *Systems Facilities Design*

4.1 *Maintenance Facility*

Starting with the results of the Phase II Study for operational requirements the maintenance and storage requirements will be developed. In conjunction with the environmental assessment, potential maintenance facility sites will be identified. The available sites will be evaluated based on physical characteristics, zoning and land use regulations, utilities, community and environmental impacts, site availability/cost, access and operational requirements.

For the proposed site(s) preliminary site plans and yard layouts will be developed. Additionally, conceptual layouts of the major shop buildings will be prepared. An assessment will be made of special equipment associated with maintaining system-wide facilities, fare collection and communications equipment, train and traffic control systems.

4.2 *Vehicles*

Starting from the Phase II Study recommendations for operating requirements, and in coordination with the corridor configuration, trackwork and other system design tasks the quantity and characteristics of revenue vehicles required for the initial operating segment will be

determined. Criteria will be evaluated to establish the vehicle performance requirements. The following areas will be considered:

- Vehicle configuration, dimensions and floor and door layout;
- Safety to users and employees;
- ADA conformance;
- Design speed, acceleration and braking requirements;
- Power requirements and duty cycle;
- Reliability, availability and maintainability goals;
- Ride comfort;
- Horizontal and vertical geometry requirements;
- Operational headways;
- Train control/signal system acceptance;
- Wheel adhesion values;
- Failure recovery features;
- Clearance envelope;
- Maximum train consist, consist variations and train length;
- Station platform interface; and,
- Probable first cost and operating and maintenance cost.

4.3 *Fare Collection*

Based on fare collection options identified in the Phase II Study and considerations associated with the proposed operating plan, various fare collection system concepts and equipment will be explored, including integration with Tri-Met bus and rail system. Activities will also include coordination with the station and communication system design tasks.

4.4 *Communication Systems*

With considerations associated with the proposed operating plan, the elements of a system of integrated communications including the operating railroad will be identified and evaluated. Principal elements will include:

- Radio – voice and data transmission;
- Public address – audio and visual;
- Telephone; and,
- Rail system control center.

Additionally, related components such as above and below grade conduits, electrical and sign cabinets, and towers will be identified for coordination with trackwork, structural, and architectural design tasks.

4.5 *Train and Traffic Control Systems*

Starting with the recommendations from the Phase II Study and considerations associated with the proposed operating plan, the features/characteristics of a coordinated train control and traffic control systems will be defined and developed. Consideration will also be given to the signal and train control equipment already in use to assure compatibility with the host railroad's system. Prior traffic studies and traffic engineering investigations from the environmental assessment associated with station areas will be reviewed and expanded to consider pertinent safety and operational features of each existing at-grade crossing.

Topics to be addressed include:

- Cab signals;
- Wayside signals;
- Centralized traffic control;
- Interlocking plans;
- Switch operations/control;
- Traffic signal coordination/prioritization;
- Ancillary facilities such as above and below grade conduits, foundations, cabinets; and,
- Rail vehicle on-board equipment requirements.

There will be considerable coordination among project team members, railroad representatives, the municipalities, county and State regarding traffic engineering issues.

5.0 *Design Support*

5.1 *Mapping*

Basic survey control and mapping will be performed to facilitate the preliminary engineering effort. Aerial mapping in the form of digital ortho-photos is available commercially and will be used to support the corridor configuration analysis task. It is anticipated that the corridor will need to be topographically mapped from current aerial photography to complete the civil and system design tasks. Additionally, it is anticipated that supplemental field verification surveys would be necessary throughout the preliminary engineering phase to resolve areas of concern and conflict, to validate various design configurations and establish existing vertical and horizontal track geometry.

5.2 *Geotechnical Considerations*

This task will compile and review state, county and city geological data. The information will be evaluated in relation to the nature of the proposed project elements. A modest test boring/analysis program is anticipated for those new bridge or special structure locations where municipal soil data records prove inadequate. Soil sampling/testing for contaminants is also envisioned at suspect locations within the corridor.

5.3 *Right-of-way*

Right-of-way drawings will be prepared depicting property lines, property acquisitions required, temporary/construction and permanent easements to accommodate proposed facilities. This task will be coordinated with other project definition tasks.

5.4 *Capital Cost Estimating*

Under this task, preliminary capital cost estimates will be prepared. An estimating methodology will be established and cost data will be generated for comparative purposes as well as for summarizing and reporting total costs.

6.0 *Operations Plan*

This task will serve to describe an integrated, detailed Operations Plan for the corridor configuration proposed. In general the Operations Plan will be developed to cover such items as:

- Service objectives;
- Projected ridership demands;
- Car loading density policy for peak conditions;
- Minimum practical peak-period headways;
- Related train consists and consist changes;
- Base period and night-time policy headways;
- Running and dwell times;
- Turnback and layover procedures;
- Single-tracking and reverse running capabilities;
- Grade crossing signal preemption;
- Daily start-up and shut-down procedures;
- Degraded operations and schedule recovery or adjustment;
- Schedule requirements for in-service vehicles; and,
- Train simulations.

Beyond train operations, the Operations Plan will describe the operation of all facilities within the corridor including station operations, fare collection, system security, and intermodal transfers. The Operations Plan will explain the manner in which the rail car fleet, the fixed facilities and systems will be maintained, all in relation to a proposed management/organizational structure.

The Operations Plan will serve as the basis for Operating and Maintenance (O&M) cost estimates, which will be developed to conform to FTA guidelines and reflect both local conditions and the transit technology under consideration. The O&M cost estimate will be developed as preliminary engineering refines the project definition and operating strategies evolve.

7.0 *Preliminary Engineering Report and Drawings*

The preliminary engineering process and progress will be documented by submittal of interim and fiscal reports and drawings. The reports will describe various major design issues and alternatives, related influence factors, conclusions/recommendations and justification as well as provide a record of design status. Final reports and drawings will:

- Serve as the records of division between preliminary and final design;
- Reflect the basic concurrence of all parties;
- Establish the Project scope/limits with respect to right-of-way requirements; and,
- Define the scope of work for final/detailed design of the Project.

The anticipated drawings include:

- Title sheet and general drawings;
- Standard and directive drawings;
- Utility composite drawings;
- Civil drawings, including utility, guideway, roadway, grading, and drainage designs;
- Special trackwork layout drawings;
- Structural design drawings;
- Station site plan and architectural concept drawings;
- Maintenance facility layout drawings;
- Shop building preliminary floor plan/design concept drawings; and,
- Systems drawings, including fare collection, communications and traffic control designs.

8.0 Products

- The products for this task include the following:
- Project Design Criteria;
- Base maps for the corridor;
- Technical Memorandum addressing utility impacts, responsibilities and costs;
- Technical Report describing project drainage requirements and cost impacts;
- Final Preliminary Engineering standard and directive trackwork drawings;
- Right-of-way drawings;
- Technical Report describing structure requirements, including type, size and location or recommended improvements;
- Illustrations of prototypical station and ancillary facility designs;
- Architectural design guidelines report;
- Draft set of vehicle design criteria and performance requirements;
- Interim Operating Plans;
- Interim and Final Preliminary Engineering Reports describing Findings and Recommendations;
- Interim and Final Preliminary Engineering Drawings (see 6.7 above);
- Interim and Final O&M Cost Estimates;
- A refined, all-inclusive total Preliminary Engineering estimates consistent with the level of project definition at this stage; and,
- QA/QC Report
- Revised PMP

Exhibit B

Budget Summary

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	\$ 130,000
Public Involvement	\$ 50,000
New Starts - Land Use	\$ 25,000
Financial/Institutional Analysis	\$ 95,000
Rail Road Issues	\$ 85,000
	\$ 125,484
Preliminary Engineering Phase I	\$ 1,303,656
Total	\$ 1,814,140

TOTAL PE GRANT BUDGET \$ 1,854,140

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 18.42(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.

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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:

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- (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.

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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 contracts under this Agreement shall be 12.03%.

Pursuant to 49 CFR Part 26, 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 26 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 26 apply to this contract.
- B. DBE Obligation. Contractor agrees to ensure that DBE's as defined in 49 CFR Part 26 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 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.
- C. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

This clause language must be used verbatim in every DOT-assisted contract and subcontract.

- D. Prime contractors are required to maintain records and documents of payments to DBE's for three years following the performance of the contract. These records will be made available for inspection upon request by an authorized representative of Metro. This reporting requirement also extends to any certified DBE subcontractor.

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. Conflict of Interest

Contractor shall maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

No employee, officer, agent, immediate family member, or Board member of the Contractor shall participate in the selection, award, or administration of a contract supported by FTA funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:

- (1) The employee, officer, agent, or Board member,
- (2) Any member of his/her immediate family,
- (3) His or her partner, or
- (4) An organization that employs, or is about to employ, any of the above.

The Contractor's officers, employees, agents, or Board members will neither solicit nor accept gifts, gratuities, favors, or anything of monetary value from potential contractors, or parties to sub agreements. Contractor may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary action for violation of such standards by the Contractor's officers, employees, or agents, or by sub-contractors or their agents.

22. 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**

ATTACHMENT A

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 _____

ATTACHMENT B

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.]

Exhibit A
To Resolution No. 01-3037

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 _____

COMMUNITY PLANNING COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 00-3037, FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY FOR PRELIMINARY ENGINEERING ON THE WILSONVILLE-BEAVERTON COMMUTER RAIL PROJECT

Date: March 13, 2001

Presented by: Councilor Hosticka

Committee Recommendation: At its March 6 meeting, the Committee considered Resolution No. 00-3037 and voted 4-0 to send the resolution to the Council for adoption. Voting in favor: Councilors Bragdon, Hosticka, McLain, and Chair Park. Councilors Atherton, Burkholder, and Monroe were absent.

Background: The Wilsonville-Beaverton Commuter Rail Project has been recognized as a high priority regional transportation project. Preliminary planning and environmental assessment work on the project has been completed and federal funding has been received to begin the preliminary engineering work on the project. Metro has served as the grant requestor and administrator on the project. The proposed resolution would allow for the pass through of the federal funds for preliminary engineering from Metro, the grant recipient, to Washington County who will serve as the project manager.

Committee Discussion: Ross Roberts, High Capacity Transit Program Manager, presented the staff report. Roberts provided an overview, including a map showing the proposed 15-mile line. He noted that there is a need to lay about 1500 feet of new track to connect the line with the region's light rail system. Roberts explained that the project has been in the planning and environmental assessment stage of development for the last 1-½ years. The environmental assessment is still under review by the federal government, but staff anticipates no problems in obtaining the necessary approval. The proposed resolution would move the project into the engineering phase.

Due to the timing in the receipt of two sources of federal funding for the project, the proposed IGA will transfer both of the recently received funding grants to Washington County at the same time. ODOT and Washington will have management responsibility for the project, while Metro will continue to coordinate the grant application and administration process for the project.

Councilor Bragdon asked whether the project should continue to be referred to as the Washington County Commuter Rail Project. He noted that the project is actually located in both Washington and Clackamas Counties and that it represents a major addition to the entire region's transportation network. Roberts responded that a formal name for the project has not been finalized.

Councilor Hosticka asked if there were any endangered species act issues related to the project. Roberts answered that there would be no such issues. Councilor Bragdon noted that this was, in part, due to the need for relatively little new construction associated with the project.

Councilor McLain noted that the Council needed to remember that proposed project could be the initial step in a larger scale commuter rail system, connecting to other points in Washington County and outside the region.

STAFF REPORT

FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY FOR PRELIMINARY ENGINEERING ON THE WILSONVILLE BEAVERTON COMMUTER RAIL PROJECT.

Date: February 22, 2001

Presented by: Richard Brandman

PROPOSED ACTION

This action would authorize the Executive Officer to execute an Intergovernmental Agreement (IGA) with Washington County. Washington County's expenditure budget is \$1,814,140 for Management, Public Involvement, New Starts, Financial Analysis, Railroad Issues and Engineering. Metro's expenditure budget is \$40,000 for New Starts Support and Grant Administration. In addition, the amount of local match revenue from Washington County is \$370,828 for this phase of the project.

EXISTING LAW

Metro Code, Section 2.04.026 (a) requires Council approval through the Metro Contract Review Board of personal service contracts greater than \$50,000 and for a term greater than 12 months, 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 provide New Starts Support as well as Grant Administration.

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 an additional \$439,454 (\$394,322 federal/\$45,132 local) for the alternatives phase of the study. The amendment included a revised scope of work that included a Project Management Plan, Railroad Coordination, Conceptual Engineering, Traffic Analysis, Community Outreach, Coordination with Federal Agencies and an 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. In addition, the cities of Beaverton, Tigard, Tualatin and Wilsonville, along with the Washington County Board of Commissioners, unanimously supported Commuter Rail as the LPA.

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.

On January 5, 2001, with a recommendation by FTA, Metro submitted a revised grant application in the amount of \$1,854,140. The revised amount combined FY 2000 and FY 2001 earmarks for the Wilsonville Beaverton Commuter Rail Preliminary Engineering.

BUDGET IMPACT

The funding for this IGA with Washington County for Wilsonville Beaverton Commuter Rail would not affect Metro's adopted budget for Fiscal Year 2000-2001 or Fiscal Year 2001-2002.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 01-3037.

JK:rmb

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