

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 01-3104
THE EXECUTIVE OFFICER TO AMEND)
THE INTERGOVERNMENTAL) Introduced by Executive Officer
AGREEMENT WITH TRI-MET FOR THE) Mike Burton
SOUTH CORRIDOR TRANSPORTATION)
ALTERNATIVES STUDY.)

WHEREAS, Metro and the Tri-County Metropolitan Transportation District of Oregon (Tri-Met) desire to jointly accomplish a special study of transportation alternatives in the South Corridor between Clackamas County, Oregon City and the Portland Central Business District, a study hereinafter known as the South Corridor Transportation Alternatives Study (SCTAS) or South 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, Tri-Met has the authority under ORS Chapter 190 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 Metro, Tri-Met, the Oregon Department of Transportation (ODOT), Clackamas County, the City of Portland, the City of Milwaukie, and the City of Oregon City; and

WHEREAS, On April 8, 1999, the Joint Policy Advisory Committee on Transportation (JPACT) asked staff to prepare a work program to advance non-light rail transportation options in the South Corridor, and submit that plan to JPACT; and

WHEREAS, On June 24, 1999, Metro Council adopted resolution No. 99-2795A that amended the Unified Work Program to include SCTAS, and amended the Transportation Improvement Program to authorize the use of \$1.5 million of Surface Transportation Program (STP) Funds for SCTAS; and

WHEREAS, On December 23, 1999, the Federal Transit Administration awarded a grant for \$1.5 million in Surface Transportation Program Funds for the SCTAS to complete Alternatives Analysis for the Corridor and to initiate the Supplemental Draft Environmental Impact Statement (SDEIS); and

WHEREAS, The South Corridor is the region's top priority for a transit authorization in the next federal reauthorization bill in October 2003; and

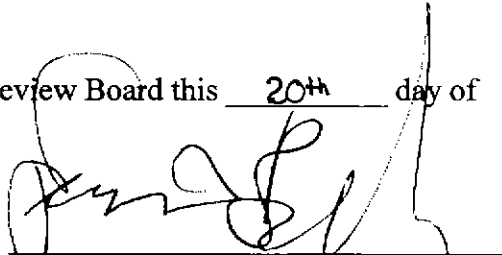
WHEREAS, Alternatives design and feasibility such as is included in Tri-Met's scope of work is on the critical path to moving forward with consultants on Environmental Analysis and to completing the SDEIS by October 2002; and

WHEREAS, Metro Code, Section 2.04.046 (b) requires Council approval through the Metro Contract Review Board of amendments to personal service contracts that increases the total amount payable to an amount more than \$25,000 greater than the initial contract, including personal service contracts and intergovernmental agreements; now, therefore

BE IT RESOLVED, The Metro Contract Review Board hereby authorizes the Executive Officer to execute Change Order No. 1 to the Intergovernmental Agreement with

Tri-Met, Metro Contract No. 921837 in a form substantially similar to that set forth in Exhibit A.

ADOPTED by the Metro Contract Review Board this 20th day of September, 2001.


David Bragdon, Presiding Officer

Approved as to form:

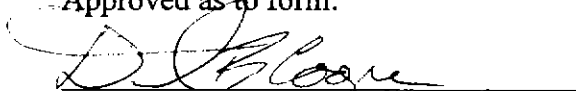
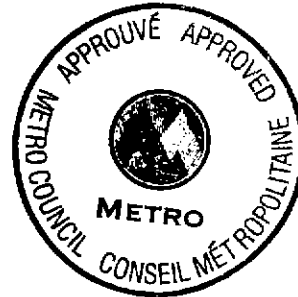

Daniel B. Cooper, General Counsel

Exhibit A: Change Order #1, Metro Contract #921837
Exhibit B: Metro Contract #921837



JK:ff

CHANGE ORDER NO. 1
METRO CONTRACT NO. 921837

MODIFICATION TO AN INTERGOVERNMENTAL AGREEMENT FOR THE
SOUTH CORRIDOR TRANSPORTATION ALTERNATIVES STUDY

This Agreement hereby amends the above-titled contract (the "Original Agreement") between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter ("Metro"), and the Tri-County Metropolitan Transportation District of Oregon ("Tri-Met").

- A. Purpose. The purpose of this Change Order is to add certain terms and conditions contained in the Original Agreement, as set forth herein.
- B. Terms of Change Order.
 - 1. Section 1, Scope of Work, is hereby amended with the following additions to Exhibit A: Scope of Work
 - 6. ***Prepare conceptual design and cost estimates for light rail alternatives for Policy Committee and public consideration as part of the refinement phase of the study.***
 - A. Prepare alignment drawings with station and park-and-ride locations with associated cost estimates for the McLoughlin Corridor between downtown Portland and the City of Milwaukie.
 - B. Prepare alignment drawings with station and park-and-ride locations with associated cost estimates for the I-205 Corridor between Gateway and the Clackamas Regional Center.
 - C. Prepare alternative scenarios for key station or park-and-ride facilities, specifically in downtown Milwaukie and at the Clackamas Regional Center. Conduct analyses of associated operating and capital costs.
 - 7. ***Prepare bus operating plans with particular attention to impacts and street carrying capacity. Prepare layouts, circulation plans and requirements for bus transit centers.***

8. ***Review other constraints on operating plans under any of the scenarios, including Hawthorne Bridge lift impacts on operations and review of the Portland Transit Mall operating capacity.***
 9. ***Manage associated consultant contracts in support of the above tasks, including but not limited to Hawthorne Bridge bus operations analysis and weaving impacts and capacity of Main and Madison Streets in downtown Portland for buses accessing the Portland Transit Mall.***
 10. ***Prepare an assessment of light rail capacity and travel time delay in downtown Portland, including supporting consultant activities. The scope of work for this Task is attached hereto as Exhibit "C" and incorporated by reference as part of this agreement.***
2. Section 2, Term of Agreement, is hereby amended to terminate on December 31, 2001, unless terminated earlier or extended under the provisions of the Agreement.
 3. Section 5, Compensation to Tri-Met, is hereby amended to increase the total amount of this contract from \$60,000 (Sixty Thousand Dollars and 00/100ths) to \$185,000 (One Hundred and Eighty Five Thousand Dollars and 00/100ths).
- C. Effect of Amendments. Except as modified or superseded herein, all other terms and conditions of the Original Agreement and all previous change orders shall remain in full force and effect.

METRO

TRI-MET

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Improving LRT Capacity and Reducing Travel Time Delays in Downtown Portland

South Corridor Study Scope of Work

Introduction

Maximum Capacity

With continued MAX system expansion, the maximum projected growth in peak hour, peak direction, train volumes over time is shown in Table 1. Average peak hour peak direction headways range from 6-minutes in 1999 to 1.6- minutes in 2020. These volumes could be reduced by operating the extensions as shuttles or by through routing Interstate MAX with a Milwaukie extension via 1st Ave.

The existing MAX system was generally designed for 3-minute headways (20 trains per hour each direction). This means that the electric power and the railroad signal systems were designed to support 3-minute peak period scheduled headways. In non-railroad signalized territory the capacity of the line is controlled by the power system's capacity and the constraints of line of sight operation including vehicle performance, station spacing and dwell time, operating rules and traffic signals.

Assuming power system improvements in Downtown Portland to accommodate 2-minute headways, can line of sight operation also achieve this 2-minute headway (30 trains per hour)? The capacity of the line downtown is a function of the operating rules, such as the 15mph speed limit, traffic signal operations where LRT does not fully preempt the signals and station spacing. Along 1st Ave. LRT preempts the traffic signals. Along Morrison and Yamhill trains obey the fixed time, quarter cycle offset traffic signals that optimize traffic flow in the Downtown one-way street grid. The only preemption that occurs is the delay of green for left turning traffic that conflicts with the train.

The fixed time quarter cycle offset traffic signals in Downtown operate on a 60-second cycle in the PM peak, a 56-second cycle in the AM peak and daytime and on a 46-second cycle at night. Quarter cycle offset means that signals turn green along a street in the direction of travel every quarter of a cycle. For the 60-second cycle that's every 15 seconds along a street. For a train to be clear into the next station that station must be unoccupied if it is within four blocks, otherwise the train ahead will not get a green in time to leave the station before the train behind arrives. Stations along Morrison and Yamhill are less than four blocks apart, and therefore two consecutive trains cannot

proceed on the same cycle. The following train can proceed on the following cycle. Since each cycle is one minute long two cycles allow 2-minute headways.

As long as trains enter Downtown on uniform 2-minute headways and dwell in stations only until the next green, about 40 seconds, they can maintain a 2-minute headway (30 trains per hour). This uniform 2-minute headway operation has been verified with a computer simulation using the existing traffic signal timing parameters. The maximum train volumes shown in Table 1 will exceed the capacity of the Cross-Mall alignment between 2012 and 2020.

Delay

Train delays can be caused by many reasons including mechanical problems with vehicles, passengers holding doors open, conflicts with vehicular or pedestrian traffic, track blocked by train ahead and route already claimed by a merging train. Mid-line MAX extensions will introduce new merging movements, similar to the Airport and Interstate train merges, and increase the likelihood of track blocked by the train ahead.

In 2004 the average peak hour peak direction headway is projected to be 2.9 minutes. This means that on average trains will be 3 traffic signal cycles apart. If a train is delayed one cycle it is unlikely to delay the train behind it.

In 2008 the average peak hour peak direction headway is 2.2 minutes. This is nearly maximum capacity and will result in forced flow. During forced flow if a train is delayed by one cycle length it will delay every train behind it until after the peak hour.

At some point between 2004 and 2012 the number and duration of delays will become unacceptable.

Travel Time

Light Rail operation in Downtown Portland on the Cross-Mall alignment, Morrison and Yamhill Streets is the slowest in the MAX system at 6.7 MPH with station stops and signal delays. Operation along 1st Ave in downtown, which also has a maximum speed of 15 MPH, averages 7.5 MPH with station stops. Operation along Holladay St., which has a maximum speed of 25 MPH, averages 9.8 MPH with station stops. The overall system average speed with station stops is 21 MPH. In 1990 preemption of cross streets along 1st Ave. and Holladay St. was initiated following the installation of Vetag. Vetag is the train to wayside communication (TWC) system that allows stationary calls for preemption from trains stopped in stations.

Traffic signals in the downtown's grid of one-way streets operate in a coordinated manner with quarter cycle offsets. This allows for a progression of green lights in every direction at about 12 MPH for a 60 second cycle. The cycle length varies by time of day with a 60 second cycle in the PM peak and a 56 second cycle the rest of the day. At night a 46 second cycle is used allowing a progression of greens at about 15 MPH.

Table 1
Maximum Peak Hour Peak Direction Train Volumes
in Downtown Portland 1999 to 2020

September of	1999	2000	2001	2004	2008	2012	2020	Notes
Cross-Mall on Morrison and Yamhill								
East/West MAX	10	11	11	11	13	14	16	1
Downtown Portland to PDX (Airport MAX)			4	4	4	4	4	2
Downtown Portland to CTC via I-205					4	4	6	
Downtown Portland to Expo (Interstate MAX)				6	6	6	8	3
Additional trains with Vanc. Extension						4	4	
Total number of trains running on Morrison and Yamhill in the peak hour	10	11	15	21	27	32	38	4
Rose Quarter to Cross-Mall via Steel Bridge and 1st Ave.								
East/West MAX	10	11	11	11	13	14	16	1
Downtown Portland to PDX (Airport MAX)			4	4	4	4	4	2
Downtown Portland to CTC via I-205					4	4	6	
Downtown Portland to Expo (Interstate MAX)				6	6	6	8	
Additional trains with Vanc. Extension						4	4	
Total number of trains running on 1st Ave and over the Steel Bridge in the peak hour	10	11	15	21	27	32	38	5

- Notes:**
1. 2000-2010 based on projected 5% annual ridership growth, 2020 based on EMME2 model input.
 2. Airport service could become a shuttle between PDX and Gateway in 2008 reducing train volume to 0.
 3. Through routing Interstate MAX on 1st Ave. with a Milwaukie extension, via Hawthorne Bridge would reduce train volume to 0.
 4. Maximum capacity of existing Cross-Mall alignment is 30 trains per hour. At 30 trains per hour forced flow will occur. Forced flow means that if a train is delayed and misses its green signal it will be delayed until the next green as will every train behind it. With 3-minute headways (20 trains per hour) a signal delayed train will seldom delay its follower.
 5. Maximum capacity on the Steel Bridge and 1st Ave. is estimated at 40 trains per hour with continued cross-street preemption.

Preemption of cross streets along Morrison and Yamhill has not been used because of the expected traffic impacts it would cause to auto and bus traffic. Trains follow the normal progression of greens along Morrison and Yamhill. However, left turns for parallel auto traffic are preempted (delayed) by trains because they are conflicting moves.

Alternatives for Increasing Capacity And Reducing Travel Time Delays

As trains transition from areas of preemption (1st Ave and 18th Ave) they are delayed up to 45 seconds as they get in sync with the signal progression on the Cross-Mall. This signal progression limits capacity to 30 trains per hour. There are at least 3 ways that capacity can be increased causing reductions in delay.

1. All or some of the cross streets along Morrison and Yamhill Streets could be preempted. Capacity would increase to more than 30 trains per hour. This would reduce delays both getting in sync and dwelling at stations. However, the frequency of preemption with up to 38 trains per hour, each direction, in the peak periods would mean that the preempted signals would rarely get back into sync with non-preempted signals. With all cross streets preempted the progression of greens in downtown would cease and both auto and bus traffic would be faced with a system of signals that would operate essentially at random near the Cross-Mall.
2. The cycle lengths could be shortened from 56 or 60 seconds to about 46 seconds just as they are now at night. Capacity would increase from 30 to 39 trains per hour. This would reduce the station dwells by 10 to 14 seconds to about 30 seconds. Progression speeds would be increased to about 12 to 15 MPH.
3. Increase station spacing to a minimum of 4 blocks. This would double train capacity from 30 to 60 trains per hour by allowing trains in every station to proceed on the same signal cycle. It would also reduce travel times through downtown.

Evaluation Methodology

The evaluation methodology for the above alternatives and any others agreed to by the Review Committee could be evaluated by the following criteria:

1. Train capacity improvement
2. Train travel time improvement
3. Auto capacity and travel time impacts
4. Capital cost
5. Operating savings
6. Costs avoided by deferring second rail alignment downtown

Computer simulation provides the best tool for examining both train and traffic capacity and travel times. Vissim was used to model trains and traffic on and around the Steel Bridge for Interstate MAX and would be appropriate to use for this evaluation, especially for Alternative 1. Vissim's animation is also useful for validating the simulation and presenting its results.

An alternative methodology for Alternative 2 might be to implement it on a trial basis for a few days or weeks and do a field evaluation through data collection.

Review Committee

A Review Committee would be set up to guide the study and make a recommendation. The committee would have members from Metro, the City of Portland and Tri-Met from the following areas, transportation demand modeling, traffic engineering and management, transportation planning, railroad signaling (Vetag) and rail operations.

Schedule

The study would take about 10 months:

- 2 to define the alternatives, collect data, purchase software and write RFP
- 5 to hire consultant and finish development of the computer simulation model and estimate capital and operating costs
- 1 to make simulation runs and output results
- 1 to review the results
- 1 to formulate a recommendation and prepare a presentation

Tasks

1. Purchase Vissim Software
2. Determine extent of model development that Tri-Met can do
3. Develop RFP for Vissim model completion by consultant
4. Evaluate alternatives with simulation runs (TM staff, consultant assistance)
5. Develop recommendation (Metro, PDOT and TM staff)
6. Present findings and recommendation to Metro Executive, City Commissioner and TM General Manager (Metro, PDOT and TM staff)

Budget

1. Vissim software; Level 3, first level with transit, \$ 12,000 and training \$2,000 to \$5,000
2. Metro (120 person hours), COP (200 person hours) and TM staff time (360 person hours)
3. Consultant contract (250 to 750 person hours) \$25,000 to \$75,000

**INTERGOVERNMENTAL AGREEMENT
FOR
SOUTH CORRIDOR TRANSPORTATION ALTERNATIVES STUDY**

THIS AGREEMENT is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, hereinafter referred to as METRO; and the Tri-County Metropolitan Transportation District of Oregon, located at 710 NE Holladay, Portland, OR 97232, hereinafter referred to as TRI-MET.

Recitals:

WHEREAS, METRO and TRI-MET desire to jointly accomplish a special study of transportation alternatives in the South Corridor between Clackamas County, Oregon and the Portland Central Business District, a study hereinafter known as the South Corridor Transportation Alternatives Study (SCTAS) or South 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, TRI-MET has the authority under ORS Chapter 190 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 METRO, Tri-County Metropolitan Transportation District of Oregon (Tri-Met), the Oregon Department of Transportation (ODOT), Clackamas County, the City of Portland, City of Milwaukie and the City of Oregon City; and

WHEREAS, Funding for the SCTAS is intended to consist of contributions from the Federal Transit Administration and other local participant(s); and

WHEREAS, The Joint Policy Advisory Committee on Transportation (JPACT) recommended and the Metro Council adopted a work plan for the South Corridor Transportation Alternatives Study; and

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

Agreements:

1. Scope of Work

TRI-MET shall perform the responsibilities and deliver the products indicated for each Task assigned to it in the Scope of Work which is attached hereto as Exhibit "A" and incorporated by reference as part of this Agreement.

2. Term of Agreement

The term of the Agreement shall commence on January 1, 2000, and terminate on June 30, 2001, unless terminated earlier or extended under the provisions of the Agreement.

3. Obligations of METRO

- A. METRO is the lead agency and project manager for the South Corridor Transportation Alternatives Study and shall serve as liaison with the Federal Transit Administration (FTA), State of Oregon, and other participating jurisdictions in all substantive and procedural matters relating to the study.
- B. METRO shall administer funding, including the local match component for the South Corridor Transportation Alternatives 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.
- C. METRO shall promptly respond to requests by TRI-MET for information and consultation regarding TRI-MET's Scope of Work for the South Corridor Transportation Alternatives Study.
- D. METRO shall reimburse TRI-MET for grant-eligible expenses incurred in the performance of South Corridor Transportation Alternatives Study for consultant and staff activities in accordance with the Scope of Work, budget and payment sections of this Agreement, to the extent permitted by applicable state and federal law.

4. Obligations of TRI-MET

- A. TRI-MET shall perform those tasks identified and assigned to TRI-MET within the Scope of Work (Exhibit A).**
- B. TRI-MET shall participate as required in the project's public involvement activities as outlined in the Scope of Work, and actively participate in the Public Involvement Team.**
- C. TRI-MET shall participate as outlined in the Scope of Work in the study's advisory committees, including the Technical Advisory Committee, Project Committee and Policy Committee.**
- D. TRI-MET shall 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. TRI-MET shall submit monthly invoices and progress reports describing progress and work completed. Reports will be itemized by agreed upon budget categories.**
- F. TRI-MET shall perform all project activities in accordance with Federal requirements and include appropriate clauses in third party contractor responsibilities under Federal law, regulation or directive, including any necessary provisions requiring the contractor to impose applicable Federal requirements to its subcontractors to the lowest tier necessary.**

5. Compensation to TRI-MET

Total amount of this contract shall not exceed \$60,000 for the identified scope of work though June 30 2001. In the event the parties extend the term, the parties agree to negotiate in good faith to arrive at an acceptable budget. If the parties cannot agree on an acceptable budget for work after June 30, 2001, this agreement shall expire at the end of the initial term, or the end of the applicable term as extended by agreement of the parties funding under this agreement, subject to the availability of revenue from funding sources and annual appropriations by Metro. In the event that Metro is unable to fund the scope of work as provided in the agreement, Metro shall notify Tri-Met in writing and Metro shall pay for any work completed by Tri-Met pursuant to Metro's direction and pay for any work completed through the date on which Tri-Met receives notice.

6. Method of Payment

- A. For work completed, TRI-MET shall send METRO monthly invoices accompanied with the description of the work performed totaling one hundred percent (100%) of the actual costs TRI-MET has incurred up to the limits specified in section 5 above. TRI-MET shall submit the invoice in a format specified by METRO. These invoices shall document services provided by TRI-MET itemized by 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 documented payrolls, time records, invoices, contracts or vouchers evidencing the nature and relationship 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 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 a period of three years following expiration or termination of this agreement.

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 cannot be reimbursed through the grant funds without prior advanced written approval by FTA.

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 TRI-MET uses a project allocation system, TRI-MET 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.

TRI-MET's invoice shall contain a statement signed by TRI-MET's Project Manager certifying that the costs have been incurred in the performance of the Scope of Work.

- C. METRO will compensate TRI-MET 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 METRO's Project Manager. METRO's Project Manager is Ross Roberts. TRI-MET's Project Manager is Phil Selinger. Any change of Project Manager by METRO or TRI-MET 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

TRI-MET

Phil Selinger
Tri-Met Capital Projects and Facilities
710 NE Holladay
Portland, OR 97232

9. Liability and Indemnity

TRI-MET shall indemnify METRO for and hold METRO harmless from all claims arising out of the negligent acts or omissions caused by TRI-MET or TRI-MET's officers, employees, or agents, subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution.

TRI-MET shall be liable to METRO for any damage to METRO's property or injury to METRO's officers, employees, or agents caused by TRI-MET, subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution.

METRO shall indemnify TRI-MET for, and hold TRI-MET harmless from, all 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 TRI-MET for any damage to TRI-MET's property or injury to TRI-MET's officers, employees, or agents caused by METRO subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution.

10. Termination for Default

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

TRI-MET 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 TRI-MET 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 TRI-MET, METRO may allow TRI-MET to continue work, or may treat the termination as a termination for convenience, in which case the rights of the parties shall be the same as if the termination had been for METRO's convenience.

11. Termination for Convenience

METRO or TRI-MET 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 TRI-MET. Upon termination under this paragraph, TRI-MET 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 close-out costs. Within thirty (30) days after termination pursuant to this paragraph, TRI-MET shall submit itemized invoice for all unreimbursed work within the Scope of Work of this Agreement completed before termination and all close-out costs actually incurred by TRI-MET. METRO shall not be liable for any costs invoiced later than thirty (30) days after termination unless TRI-MET can show good cause beyond its control for the delay.

12. Applicable Laws

This Agreement shall be governed by the laws of the State of Oregon. All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including but not limited to ORS 279.015 to 279.320 and 279.555.

Specifically, it is a condition of this Agreement that contractor and all employers working under this Agreement are subject to employers under the Oregon Worker's Compensation Law

and shall comply with ORS 656.017 which requires them to provide worker's compensation for all their subject workers.

13. Documents are Public Property

All records, reports, data, documents, systems and concepts, whether in the form of writings, figures, graphs, or models which are prepared or developed in connection with the South Corridor Transportation Alternatives Study shall become public property. All work products provided by METRO pursuant to this Agreement shall be made available to TRI-MET, and all work products provided by TRI-MET 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 South Corridor Transportation Alternatives Study shall be maintained by METRO, TRI-MET 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 set up independently. Such accounts are referred to herein collectively as the "Project Account." TRI-MET 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 or attributable to actions which have not received the required approval of METRO, shall not be considered eligible costs.

15. Consultant Selection

TRI-MET shall include a representative appointed by METRO on the Selection Committee for all consultant contracts or other agreements related to this agreement. TRI-MET shall notify METRO of its intent to contract in a timely manner. Notification of such agreement opportunities shall be made to:

Mr. Ross Roberts
Metro Transportation Department
600 NE Grand Avenue
Portland, Oregon 97232-2736
(503) 797-1752

16. Audits, Inspections, and Retention of Records

METRO, the State of Oregon Secretary of State, the Oregon Department of Transportation 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 TRI-MET'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 TRI-MET 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 TRI-MET of any disallowed amounts stating the reasons therefor. Any funds paid to TRI-MET in excess of the amount to which TRI-MET is finally determined to be entitled under the terms of this Agreement constitute a debt to METRO, and shall be returned by TRI-MET to METRO.

17. Independent Contractor

TRI-MET shall be deemed an independent contractor for all purposes, and the employees of TRI-MET 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 TRI-MET, 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.

18. Compliance With Laws and Regulations

METRO and TRI-MET shall adhere to all applicable federal, state, and local laws, regulations and policies including, but not limited to those included in "Exhibit B, 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 TRI-MET shall adhere to all safety standards and regulations established by METRO for work performed on its premises or under its auspices.

19. Subcontract Inclusions

TRI-MET shall include language substantially similar to the language contained in Exhibit B, Federal Requirements, in all subcontracts entered into pursuant to this Agreement.

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

TRI-MET 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 TRI-MET or infringements caused by TRI-MET subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution.

METRO shall hold TRI-MET harmless, indemnify and pay the entire cost of defending any claim or suit brought against TRI-MET 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.

21. Subcontractors and Assignments

Neither METRO nor TRI-MET 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 TRI-MET nor METRO by this Agreement incurs any liability to third persons for payment of any compensation provided herein to METRO or TRI-MET except as provided under the terms of this Agreement.

22. Quality of Work

TRI-MET agrees that all work shall be completed in a manner consistent with standards prevailing in the industry for similar work. In this regard, TRI-MET will make every effort to understand METRO's intent with respect to the quality of work expected for this project, and to undertake its work accordingly. Time of performance will be a critical factor in the success of this effort. TRI-MET shall make every effort to comply with the Scope of Work during its performance of activities under this Agreement's time lines.

23. Reports

Publication of all reports shall give credit to the funding parties (the Federal Transit Administration and Metro). The following statement will be included in any report related to this agreement:

"Preparation of this report has been funded in part by the Federal Transit Administration and Metro. 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 Metro."

24. Labor and Material

TRI-MET 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.

25. 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.

26. 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.

27. Sub-Recipient

The parties acknowledge and hereby agree that TRI-MET 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 date of the signatures below.

METRO

By: [Signature]

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

Title: _____

Date: 6-8-00

By: [Signature]

Name: _____

Title: _____

Date: 6/27/00

APPROVED AS TO FORM:

By: [Signature]

Name: Don N. Peters

Title: Deputy General Counsel

Date: 6/27/00

EXHIBITS:

- A: Scope of Work
- B: Federal Requirements

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**South Corridor Transportation Alternatives Study
Metro/Tri-Met Intergovernmental Agreement
Scope of Work**

1. *Define bus-related alternatives, such as Bus Rapid Transit, Transportation Systems Management, and Busway alternatives for public review during the first phase of the study.*
 - A. Prepare memoranda and/or report sections defining alternatives for inclusion in the *Draft Wide Range of Alternatives* report.
 - B. Develop preliminary bus operating plans for input into the regional travel forecasting model.
 - C. Develop preliminary lists of capital facilities required for each bus alternative.
 - D. Provide preliminary bus operations and maintenance costs based on output of the regional travel forecasting model.
 - E. Provide unit cost data for capital facilities.
 - F. Facilitate internal Tri-Met review of operating plans and costs.
 - G. Provide existing Tri-Met operating data
 - H. Provide existing Tri-Met financial forecasts
2. *Work with Metro's consultant team to develop conceptual designs and capital costs for bus facilities.*
 - A. Work with Metro's Task Leaders and consultant team to develop conceptual designs and capital costs for bus alternatives for which "off-the-shelf" designs (i.e. bus shelters, pull-outs) are not available, such as busway structures.
 - B. Facilitate internal Tri-Met review of conceptual designs and costs.
3. *Actively participate in project technical, management and policy committees.*
 - A. Tri-Met will assign a representative and will participate on the following project committees:

- Technical Group - provides technical review of work products, resolves technical issues.
 - Public Involvement Team - coordinates study outreach efforts
 - Project Committee - management committee that oversees project
 - Policy Committee - elected officials that make key decisions and set policy
- B. Tri-Met representatives will ensure prompt review of materials and provide Metro a single set of comments on materials distributed at the above committee meetings.
- C. Tri-Met will provide technical and management direction related to bus alternatives.
4. *Tri-Met's Project Manager will:*
- A. Ensure that Tri-Met staff is used efficiently in the completion of this work scope. Manage Tri-Met's staff and/or consultants within the budget and scope allocated in this IGA. Report any budget, scope or schedule issues to Metro's Project Manager as soon as possible.
- B. Manage internal Tri-Met reviews of technical products to ensure full agency support.
- C. Brief tri-Met's Project Committee and Policy Group representatives prior to meetings to ensure adequate preparedness.
- D. Provide monthly progress reports to accompany monthly invoices describing activities undertaken by task during the billing period. Ensure that grant eligible and non-grant eligible expenses are explicit on all invoices and that expenses are thoroughly reviewed for grant-eligibility. Ensure that invoices and budget reporting are in conformance with appropriate format to be provided by Metro.
5. *Public Involvement:*
- A. Tri-Met will actively participate in the Public Involvement Team, reviewing outreach materials and helping to shape the message being delivered by the project.
- B. Tri-Met will ensure that it's community representatives are kept abreast of South Corridor Study issues so that they can be effective advocates for the study.
- C. Tri-Met will stock and distribute public information materials provided by Metro to respond to public information request.

- D. Tri-Met will coordinate in-house publications affecting the South Corridor with Metro's Public Involvement Manager and Project Manager to ensure consistency of message.**

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.
5. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or

- voluntarily excluded from participation in this covered transaction, unless authorized in writing by Metro.
6. The Contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
 8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Metro may pursue available remedies including suspension and/or debarment.

15. Privacy Act

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

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

16. Civil Rights

The following requirements apply to the underlying contract:

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

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

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(2) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

17. Dispute Resolution

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

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

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

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

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

18. Patent and Rights in Data***CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.***

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

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

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

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

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

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by Metro or Contractor using Federal assistance in whole or in part provided by FTA.

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

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

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

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

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

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

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

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

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

19. Disadvantaged Business Enterprises

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

Pursuant to 49 CFR 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**

BUY AMERICA CERTIFICATION

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

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

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

Date _____

Signature _____

Company Name _____

Title _____

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

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

Date _____

Signature _____

Company Name _____

Title _____

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

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

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

Date _____

Signature _____

Company Name _____

Title _____

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

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

Date _____

Signature _____

Company Name _____

Title _____

LOBBYING CERTIFICATION

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

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

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

Neil McFarlane Signature of Contractor's Authorized Official

Neil McFarlane, Executive Director Name/Title of Contractor's Authorized Official

6/27/00 Date

**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. 01-3104, FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO AMEND THE INTERGOVERNMENTAL AGREEMENT WITH TRI-MET FOR THE SOUTH CORRIDOR TRANSPORTATION ALTERNATIVES STUDY

Date: September 20, 2001

Presented by: Councilor Monroe

Committee Recommendation: At its September 4 meeting, the committee considered Resolution No. 01-3104 and voted 6-0 to send the resolution to the Council for adoption. Voting in favor: Councilors Atherton, Bragdon, Burkholder, McLain, Monroe, and Chair Park. Councilor Hosticka was absent.

Background: In 1998, JPACT requested that a work plan be developed related to potential non-light rail options in the south corridor. Federal funding for this work was obtained in 1999. This work has been designated as the South Corridor Transportation Alternatives Study and has been proceeding under the oversight of a steering committee. Prior to finalizing its recommendations, the steering requested that additional technical work be completed related to potential light rail alternative and a proposed busway option.

Technical assistance to the study has been provided to the study under the terms of an intergovernmental agreement (IGA) between Metro and Tri-Met.

Committee Discussion: Richard Brandman, Deputy Planning Department Director, presented the staff report. He noted that the purpose of the resolution is to amend the IGA between Metro and Tri-Met related to the South Corridor study. The amendment would change the work plan to reflect the request by the study steering committee for additional analysis concerning the busway and new light-rail alternatives. An analysis of options for improving system capacity and reducing delays in the downtown area also would be completed. The resolution also amends the IGA to allocate funds from the study's federal grant to pay for the additional work.

Councilor Burkholder noted that the supportive information attached to the resolution indicates that the downtown portion of the system will begin to exceed its capacity within a few years. I encouraged staff to begin examining options to address the capacity issue as soon as possible. Councilor Bragdon concurred with Councilor Burkholder and suggested that the elimination of some stations be considered.

STAFF REPORT

CONSIDERATION OF RESOLUTION 01-3104 FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO AMEND THE INTERGOVERNMENTAL AGREEMENT WITH TRI-MET FOR THE SOUTH CORRIDOR TRANSPORTATION ALTERNATIVES STUDY.

Date: September 4, 2001

Presented by: Richard Brandman

PROPOSED ACTION

This action would authorize the Executive Officer to amend the Metro / Tri-Met Intergovernmental Agreement (IGA), Metro Contract No. 921837. The IGA is for Tri-Met work on the South Corridor Transportation Alternatives Study (SCTAS). Tri-Met's responsibilities include defining bus-related alternatives, working on conceptual design and capital cost estimates with Metro's consultant teams, and participating in project technical, management and policy committees, as well as public involvement efforts. This amendment, Change Order #1, would amend the scope of work and extend the duration to December 31, 2001. The additions to the scope include preparing conceptual design and cost estimates for light rail alternatives refinement, preparing bus operating plans, reviewing constraints on bus operating plans, managing consultants associated with above tasks, and beginning an assessment of light rail capacity and travel time delay in downtown Portland, including supporting consultant activities.

EXISTING LAW

Metro Code, Section 2.04.046 (b) requires Council approval through the Metro Contract Review Board of amendments to personal service contracts that increases the total amount payable to an amount more than \$50,000 greater than the initial contract, including personal service contracts and intergovernmental agreements.

FACTUAL BACKGROUND AND ANALYSIS

On April 8, 1999, the Joint Policy Advisory Committee on Transportation (JPACT) asked staff to prepare a work program to advance non-light rail transportation options in the South Corridor, and to submit that plan to JPACT.

The staff prepared a Work program for SCTAS and the Metro Council adopted resolution No. 99-2795A on June 24, 1999 that amended the Unified Work Program to include SCTAS, and amended the Transportation Improvement Program to authorize the use of Surface Transportation Program (STP) Funds for SCTAS. The Council directed that SCTAS be undertaken as a way to explore non-light rail alternatives in the South Corridor after the failure of a ballot measure that would have reaffirmed local funding for the South/North Light Rail Project in November 1998.

In December, 1999, the Federal Transit Administration awarded a grant for \$1.5 million in STP Funds for the SCTAS to complete Alternatives Analysis for the Corridor and to initiate the Supplemental Draft Environmental Impact Statement (SDEIS).

The study initially analyzed alternatives for high capacity transit in the South Corridor, including bus rapid transit, HOV lanes, commuter rail and busway in preparation for the Supplemental Draft Environmental Impact Statement (SDEIS). It subsequently, after citizen request, analyzed several light rail options to Milwaukie and the Clackamas Town Center.

The South Corridor is the region's top priority for a transit authorization in the next federal reauthorization bill in October 2003. First, however, the SDEIS must be completed and a locally preferred alternative (LPA) selected. Defining elements of the design and feasibility of the alternatives as included in Tri-Met's scope of work are on the critical path to moving forward with consultants on Environmental Analysis and to completing the SDEIS by October 2002.

BUDGET IMPACT

The funding for this IGA amendment for the South Corridor Transportation Alternatives Study would come from the South Corridor Study grant and would not affect Metro's Adopted Budget for Fiscal Year 2001-2002.

JK:ff

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