

BEFORE THE COUNCIL INTERNAL AFFAIRS COMMITTEE OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF APPROVING A)	RESOLUTION NO. 88-955
CONTRACT WITH TRI-MET TO PERFORM)	
RIDERSHIP FORECASTING FOR THE)	Introduced by Rena Cusma,
WESTSIDE LIGHT RAIL TRANSIT PRE-)	Executive Officer
LIMINARY ENGINEERING)	

WHEREAS, Tri-Met is the lead agency for Westside Light
Rail Transit Preliminary Engineering; and


WHEREAS, Transit ridership forecasts are necessary from
the Metropolitan Service District; now, therefore,

BE IT RESOLVED,

1. That Tri-Met will provide \$76,665 which Metro will
match with \$4,035 for a total contract amount of \$80,700.

2. That the Council Internal Affairs Committee of the
Metropolitan Service District hereby approves the attached contract.

ADOPTED by the Council Internal Affairs Committee of the
Metropolitan Service District this 11th day of August,
1988.


Mike Ragsdale, Presiding Officer

KT/gl
9844C/545
07/07/88



GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 88-7-720 T
 FUND: Planning DEPARTMENT: Trans
 SOURCE CODE (IF REVENUE) 40 51900

BUDGET CODE NO. 40 30-00-7500
 (IF MORE THAN ONE) _____

INSTRUCTIONS

- OBTAIN GRANT/CONTRACT NUMBER FROM CONTRACTS MANAGER. CONTRACT NUMBER SHOULD APPEAR ON THE SUMMARY FORM AND ALL COPIES OF THE CONTRACT.
- COMPLETE SUMMARY FORM.
- IF CONTRACT IS —
 - SOLE SOURCE, ATTACH MEMO DETAILING JUSTIFICATION.
 - UNDER \$2,500, ATTACH MEMO DETAILING NEED FOR CONTRACT AND CONTRACTOR'S CAPABILITIES, BIDS, ETC.
 - OVER \$2,500, ATTACH QUOTES, EVAL. FORM, NOTIFICATION OF REJECTION, ETC.
 - OVER \$50,000, ATTACH AGENDA MANAGEMENT SUMMARY FROM COUNCIL PACKET, BIDS, RFP, ETC.
- PROVIDE PACKET TO CONTRACTS MANAGER FOR PROCESSING

PURPOSE OF GRANT/CONTRACT Westside PE - Analysis & Refinement,
Preliminary Draft numbers, & draft numbers

2. TYPE OF EXPENSE
- | | | |
|---|---|---------------------------------------|
| <input type="checkbox"/> PERSONAL SERVICES | <input type="checkbox"/> LABOR AND MATERIALS | <input type="checkbox"/> PROCUREMENT |
| <input type="checkbox"/> PASS THROUGH AGREEMENT | <input type="checkbox"/> INTER-GOVERNMENTAL AGREEMENT | <input type="checkbox"/> CONSTRUCTION |
| | | <input type="checkbox"/> OTHER |

OR

TYPE OF REVENUE ☐ GRANT ☒ CONTRACT ☐ OTHER

3. TYPE OF ACTION
- | | |
|---|--|
| <input type="checkbox"/> CHANGE IN COST | <input type="checkbox"/> CHANGE IN WORK SCOPE |
| <input type="checkbox"/> CHANGE IN TIMING | <input checked="" type="checkbox"/> NEW CONTRACT |

4. PARTIES Metro / Tri Met

5. EFFECTIVE DATE 4-15-88

TERMINATION DATE _____
 (THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT:

ORIGINAL/NEW	<u>Tri Met 76,665</u>	\$ _____
PREV. AMEND	<u>Metro 4,035</u>	\$ _____
THIS AMEND	<u>80,700</u>	\$ _____

TOTAL

\$ 80,700

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1989-8 _____ \$ 65,000

B. BUDGET LINE ITEM NAME Revenue AMOUNT APPROPRIATED FOR CONTRACT \$ _____

C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF _____, 19____ \$ _____

8. SUMMARY OF BIDS OR QUOTES (PLEASE INDICATE IF A MINORITY BUSINESS ENTERPRISE)

SUBMITTED BY _____

\$ _____ ☐ MBE
 AMOUNT

SUBMITTED BY _____

\$ _____ ☐ MBE
 AMOUNT

SUBMITTED BY _____

\$ _____ ☐ MBE
 AMOUNT

9. NUMBER AND LOCATION OF ORIGINALS

10. A. APPROVED BY STATE/FEDERAL AGENCIES? ☒ YES ☐ NO ☐ NOT APPLICABLE
B. IS THIS A DOT/UMTA/FHWA ASSISTED CONTRACT ☒ YES ☐ NO
11. IS CONTRACT OR SUBCONTRACT WITH A MINORITY BUSINESS? ☐ YES ☐ NO
IF YES, WHICH JURISDICTION HAS AWARDED CERTIFICATION _____
12. WILL INSURANCE CERTIFICATE BE REQUIRED? ☐ YES ☐ NO
13. WERE BID AND PERFORMANCE BONDS SUBMITTED? ☐ YES ☐ NOT APPLICABLE
TYPE OF BOND _____ AMOUNT \$ _____
TYPE OF BOND _____ AMOUNT \$ _____
14. LIST OF KNOWN SUBCONTRACTORS (IF APPLICABLE)
- | | | |
|------------|---------------|------------------------------|
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
15. IF THE CONTRACT IS OVER \$10,000
A. IS THE CONTRACTOR DOMICILED IN OR REGISTERED TO DO BUSINESS IN THE STATE OF OREGON?
☐ YES ☐ NO
B. IF NO, HAS AN APPLICATION FOR FINAL PAYMENT RELEASE BEEN FORWARDED TO THE CONTRACTOR?
☐ YES DATE _____ INITIAL _____

16. COMMENTS:

GRANT/CONTRACT APPROVAL

INTERNAL REVIEW

CONTRACT REVIEW BOARD
(IF REQUIRED) DATE _____

COUNCIL REVIEW
(IF REQUIRED)

DEPARTMENT HEAD

1. _____
COUNCILOR
2. _____
COUNCILOR
3. _____
COUNCILOR

DATE _____

FISCAL REVIEW

BUDGET REVIEW

LEGAL COUNSEL REVIEW AS NEEDED:

- A. DEVIATION TO CONTRACT FORM _____
- B. CONTRACTS OVER \$10,000 _____
- C. CONTRACTS BETWEEN GOVERNMENT AGENCIES Letter from w/ comments
Don B. Cooper

TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON

INTERGOVERNMENTAL AGREEMENT

FOR

METRO STAFF PARTICIPATION
IN THE WESTSIDE LRT PROJECT

This contract is by and between Tri-County Metropolitan Transportation District of Oregon ("Tri-Met") and Metropolitan Service District ("METRO").

1. Term

The term of this contract shall be from April 15, 1988 to completion of the Westside Light Rail Transit Project, unless terminated sooner under the provisions of this contract.

2. Scope of Services

METRO shall perform the tasks specified in Exhibit B, which is attached to, and made a part of, this contract.

3. Compensation

Tri-Met agrees to pay METRO a maximum of ~~\$64,560.00~~ ^{\$76,665.00} for performance of those services provided pursuant to this contract. Payment shall be in accordance with Exhibit B, which is attached to, and made a part of, this contract. All of METRO's invoices shall be sent directly to Tri-Met's Finance Department, and shall contain a reference to the Contract Number. METRO shall receive payment within thirty (30) days after Tri-Met's receipt of an approved invoice.

4. METRO is an Independent Contractor

METRO shall be an independent contractor for all purposes, and shall be entitled to no compensation other than the compensation provided for under this contract.

5. Project Managers

Tri-Met's Project Manager is Alonzo Wertz. METRO's Project Manager is Andy Cotugno. All routine correspondence and communication regarding this contract shall be between the project managers.

6. Liability

METRO shall indemnify Tri-Met for, and hold Tri-Met harmless from, all claims arising out of the negligence or intentional misconduct of METRO or METRO's officers, employees, or agents. 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.

7. Public Contract Provisions

All provisions required in public contracts under ORS Chapter 279 are incorporated by reference and shall be deemed a part of this contract as if fully set forth.

8. Federal Requirements

This contract is funded in part under a financial assistance agreement between Tri-Met and the U.S. Department of Transportation, Urban Mass Transportation Administration ("UMTA"). This contract is subject to all provisions prescribed for third party contracts by that financial assistance agreement, including, but not necessarily limited to, the provisions in Exhibit A, which is attached to, and made a part of, this contract.

9. Warranty

METRO warrants that all work will be completed in a manner consistent with standards prevailing in the industry for similar work. In this regard, METRO will make every effort to understand Tri-Met'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. At the outset of each activity undertaken by METRO, Tri-Met and METRO shall jointly develop a schedule of performance that is consistent with the overall needs of the project. METRO shall make every effort to comply with such agreed schedules during its performance of activities under this contract.

10. Assignment

METRO may not assign, delegate, or subcontract for performance of any of its responsibilities under this contract without Tri-Met's prior written consent.

11. Labor and Material

METRO 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 contract work, all at no cost to Tri-Met other than the compensation provided in this contract.

12. Termination for Convenience

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. Upon termination under this paragraph, METRO 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, METRO shall submit an itemized invoice for all unreimbursed contract work completed before termination and all contract close-out costs actually incurred by METRO. Tri-Met shall not be liable for any costs invoiced later than thirty (30) days after termination unless METRO can show good cause beyond its control for the delay.

13. Termination for Default

If METRO fails to perform in the manner called for in this contract, or if METRO fails to comply with any other provisions of the contract, Tri-Met may terminate this contract for default. Termination shall be effected by serving a notice of termination on METRO setting forth the manner in which METRO is in default. METRO shall be paid the contract price only for services performed in accordance with the manner of performance set forth in this contract. If it is later determined by Tri-Met that METRO had an excusable reason for not performing, such as a strike, fire, flood, or other event that is not the fault of, or is beyond the control of, METRO, Tri-Met may allow METRO to continue work, or may treat the termination as a termination for convenience.

14. Nondiscrimination

During the term of this contract, METRO shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

15. Jurisdiction

This contract shall be governed by the laws of the State of Oregon, and the parties agree to submit to the jurisdiction of the courts of the State of Oregon.

16. Compliance with Laws and Regulations

METRO shall adhere to all applicable Federal, state, and local laws, regulations, and policies, including, but not limited to, those related to workers' compensation, those in OMB Circular A-102 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 shall adhere to all safety standards and regulations established by Tri-Met for work performed on its premises or under its auspices.

17. Integration and Modification

This contract includes the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. This contract may be modified only by a written agreement signed by authorized representatives of the parties.

18. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this contract.

METROPOLITAN SERVICE DISTRICT

TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF
OREGON

By: _____
(signature)

By: _____
(signature)

Name: _____

Name: _____

Title: _____

Title: _____

Approved as to Form

Approved as to Form

By: _____

By: _____

STAFF REPORT

CONSIDERATION OF APPROVAL OF A CONTRACT WITH
TRI-MET TO PERFORM RIDERSHIP FORECASTING FOR THE
WESTSIDE LRT PRELIMINARY ENGINEERING

Date: July 7, 1988

Presented by: Andrew Cotugno

Proposed Action

Approve a revenue contract with Tri-Met in the amount of \$80,700 to perform analysis and forecasting of transit ridership for the Westside LRT Preliminary Engineering (PE).

FACTUAL BACKGROUND AND ANALYSIS

Tri-Met has begun Preliminary Engineering work for the Westside Corridor LRT project and requires the following information from Metro:

- Draft and final ridership forecasts; and
- Documentation of methodology and results to be submitted to the Urban Mass Transportation Administration (UMTA).

The total amount of this agreement is \$80,700 of which Tri-Met's share is \$76,665 and Metro's share \$4,035. The duration of this agreement will be until the project is completed (approximately two years).

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of the Tri-Met contract.

KT/gl
9844C/545
07/07/88



METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503/221-1646

Memorandum

Agenda Item No. 5.2

Meeting Date August 11, 1988

Date: July 28, 1988

To: Council Internal Affairs Committee

From: Donald E. Carlson, ^{MC} Council Administrator

Regarding: RESOLUTION NO. 88-955, FOR THE PURPOSE OF APPROVING A
CONTRACT WITH TRI-MET TO PERFORM RIDERSHIP FORECASTING FOR
THE WEST SIDE LIGHT RAIL PRELIMINARY ENGINEERING STUDY

This resolution was inadvertently placed on the Internal Affairs Committee agenda and will be placed on the August 11, 1988 Council agenda because the contract is for an amount greater than \$50,000.

The contract is between Metro and Tri-Met for Metro to provide an analysis and forecasting of transit ridership for the Westside Light Rail Preliminary Engineering project. Tri-Met is the lead agency on the PE project. The contract budget totals \$80,700, of which Tri-Met will pay Metro \$76,665, and Metro will pay \$4,035.

The work to be performed under this contract has been included in the District's FY 1989 Unified Work Program (UWP) which describes all federally-funded transportation planning activities for the Portland/Vancouver metropolitan area for FY 1988-89. The Council adopted the UWP on April 28, 1988 through Resolution No. 88-896. The work to be performed by this contract has been included in the Transportation Department's FY 1988-89 budget adopted by the Council in June, 1988. The Intergovernmental Relations Committee considered Resolution No. 88-955 at its July 26, 1988 meeting and unanimously recommends Council approval of the resolution and contract.

DEC:gpwb
72888-2.IAC

EXHIBIT A

FEDERAL REQUIREMENTS

1. Disadvantaged Business Enterprises

A. Policy. It is the policy of the U.S. Department of Transportation (DOT) and Tri-Met that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 23 apply to this agreement.

B. DBE Obligation. METRO agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard METRO shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. METRO shall not discriminate on the basis of race, creed, color, national origin, age, or sex in the award and performance of DOT-assisted contracts.

C. No DBE goal has been assigned to this contract.

2. Equal Employment Opportunity

In connection with the execution of this contract, METRO shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. METRO shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. METRO further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

3. Title VI Compliance

During the performance of this contract, METRO, for itself and its assignees and successors in interest, agrees as follows:

A. Compliance with Regulations: METRO shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. Nondiscrimination: METRO, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. METRO shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by METRO for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by METRO of METRO's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.

D. Information and Reports: METRO shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Tri-Met or the Urban Mass Transportation Administration (UMTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of METRO is in the exclusive possession of another who fails or refuses to furnish this information, METRO shall so certify to Tri-Met, or the Urban Mass Transportation Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of METRO's noncompliance with the nondiscrimination provisions of this contract, Tri-Met shall impose such contract sanctions as it or the Urban Mass Transportation Administration may determine to be appropriate, including, but not limited to:

(1) Withholding of payments to METRO under the contract until METRO complies, and/or,

(2) Cancellation, termination or suspension of the contract, in whole or in part.

F. Incorporation of Provisions: METRO shall include the provisions of subparagraphs A through E of this Paragraph in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. METRO shall take such action with respect to any subcontract or procurement as Tri-Met or the Urban Mass Transportation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event METRO becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, METRO may request Tri-Met to enter into such litigation to protect the interests of Tri-Met, and, in addition, METRO may request the United States to enter into such litigation to protect the interests of the United States.

4. Labor Provisions

A. Overtime Requirements. Neither METRO nor 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 eight hours in any calendar day or 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 eight hours in any calendar day or in excess of forty hours in such work week, whichever is greater.

B. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, METRO and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, METRO and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.

C. Withholding for Unpaid Wages and Liquidated Damages. DOT or Tri-Met shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by METRO or subcontractor under any such contract or any other Federal contract with METRO, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by METRO, such sums as may be determined to be necessary to satisfy any liabilities of METRO or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.

D. Nonconstruction Grants. METRO or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, Tri-Met shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by METRO or subcontractor for inspection, copying, or transcription by authorized representatives of DOT and the Department of Labor, and METRO or subcontractor will permit such representatives to interview employees during working hours on the job.

E. Subcontracts. METRO or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs A through E of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. METRO shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs A through E of this paragraph.

5. Cargo Preference

METRO agrees:

A. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

B. To furnish within 30 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph A above to Tri-Met (through METRO in the case of sub-contractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh St. S.W., Washington, D.C. 20550, marked with appropriate identification of the Project.

C. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

6. Conservation

METRO shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321, et seq.).

7. Buy America

This procurement is subject to the Urban Mass Transportation Buy America Requirements in 49 CFR 661.

Section 165a of the Surface Transportation Act of 1982, as amended, permits UMTA participation on this contract only if steel and manufactured products used in the contract are produced in the United States. By signing this contract, METRO certifies that it will comply with the requirements of section 165a of the Surface Transportation Act of 1982, as amended, and the regulations in 49 CFR 661.

8. Interest of Members of, or Delegates to, Congress

No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

9. Prohibited Interest

Tri-Met's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from METRO, potential contractors, or parties to subagreements.

10. Debarred Bidders

Neither METRO, nor any officer or controlling interest holders of METRO, is currently, or has been previously, on any debarred bidders list maintained by the United States Government or by the State of Oregon.

11. Air Pollution

METRO and suppliers must submit evidence to Tri-Met that the governing air pollution criteria will be met. This evidence and related documents will be retained by Tri-Met for on-site examination by UMTA. This paragraph applies only to procurements for which governing air pollution criteria exist.

12. Maintenance and Inspection of Records

A. METRO shall maintain comprehensive records and documentation relating to this Contract, and shall permit the authorized representatives of Tri-Met, the U.S. Comptroller General, or the U.S. Department of Transportation to inspect and audit all records and documentation for a period of three (3) years after Tri-Met has made final payment to METRO.

B. METRO shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that Tri-Met, the U.S. Comptroller General, or the U.S. Department of Transportation shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

C. The period of access and examination for records that relate to (1) litigation of the settlement of claims arising out of the performance of this Contract, or (2) costs and expenses of this Contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until such litigation, claims, or exceptions have been disposed of.

END OF EXHIBIT A - FEDERAL REQUIREMENTS

EXHIBIT B

WESTSIDE PRELIMINARY ENGINEERING

1. METRO SCOPE OF WORK

The Scope of Work defined by this contract involves the analysis and forecasting of transit ridership required for Tri-Met's completion of the Westside Corridor Preliminary Engineering (P.E.). The tasks included extend through December 31, 1988, and include submittal of "Preliminary Draft" numbers for regional review and "Draft" numbers and documentation to Urban Mass Transportation Administration (UMTA). Any follow-up or revisions required by UMTA review will necessitate an amendment and extension to this contract.

In general, this Scope of Work is divided into three phases -- an analysis and refinement phase concluding by August 31, 1988, a phase involving production of "Preliminary Draft" numbers by October 1988, and a phase involving production of "Draft" numbers concluding by December 31, 1988. Several tasks are described here in brief but are funded through other tasks in Metro's work program. Those tasks directly related to Westside LRT are proposed to be funded with Westside P.E. funds for a total contract budget of \$80,700, of which Tri-Met's share will be ~~\$64,560~~ and METRO's share will be ~~\$16,140~~.

I. Transit System Refinement 476,665

4,035.

This task will be completed using existing models and the currently available population/employment forecasts but will include refinement to input variables to improve the reliability of ridership forecasts and evaluate alignment alternatives.. There are generally two purposes for this task:

- to provide Tri-Met with ridership data for various LRT alignment alternatives to be used for narrowing down to a single preferred alignment; and
- development of transit networks and refinement of transit system operating characteristics for use in "Draft" forecasts that are submitted to UMTA.

This task must be fully completed by August 1988 including regional selection of the preferred LRT alignment in order to maintain the overall schedule required for submittal to UMTA.

A. Refinement of LRT Alternative -- Key modeling inputs for the currently proposed LRT alignment will be reviewed with Tri-Met and revised to more accurately portray the intent of the alternative, including:

- LRT route, station location, operating speeds, headways, dwell times, walk and park-and-ride access for the peak and day base;
- RTP feeder bus network, headways and coverage;

- traffic zone configuration, particularly within one-fourth to one-half mile of proposed stations;
- timed transfer operating characteristics (such as amount of layover time and degree of transfer penalty);
- downtown transit network and operating characteristics, particularly to accurately reflect mall, cross-mall and alternative tunnel alignments; and
- transit fares and parking costs.

The final product of the task will be completion of forecasts for the currently proposed LRT alternative and documentation of those key input variables for use in simulating the LRT and bus scenarios.

Proposed Schedule: May 1988
Proposed Budget: \$5,700

- B. Alternatives West of Beaverton -- Forecasts will be prepared for the two additional alternatives west of Beaverton (along Tualatin Valley Highway to 185th Avenue and along the BN Railroad to 185th Avenue). In addition, information will be compiled on population, employment and retail access within 1/4 and 1/2 mile of proposed stations as compared to the currently proposed alignment. This additional data will be provided both to 185th Avenue and Hillsboro (travel forecasts will only be to 185th Avenue).

Proposed Schedule: June 1988
Proposed Budget: \$5,600

- C. Tunnel Alternatives -- Forecasts will be prepared for two tunnel alternatives, one via S. W. 18th and Jefferson and one via W. Burnside and 23rd. Appropriate alignment, station and operating speed changes will be incorporated. These alternatives will include the Zoo and Sylvan stations. Ons and offs at these stations can then be manually excluded if desired.

Proposed Schedule: July 1988
Proposed Budget: \$5,600

- D. Documentation -- A short working paper will be written documenting the results of these five LRT alternatives, including:

- generalized description of system design and key differences between the LRT alternatives including daily and weekly bus and LRT service hours;
- summary of ridership for each alternative; and

- description of key factors affecting ridership differences between alternatives.

Proposed Schedule: July 1988

Proposed Budget: \$3,400

- E. Other Alternatives -- Three additional alternatives will be defined and the networks coded but ridership forecasts will not be developed: Bus Service Expansion Alternative, Committed Bus Service Alternative and LRT to the Sunset Transit Center (at Highway 217 and Sunset). These networks will subsequently be used to develop "Draft" ridership numbers for submittal to UMTA.

Proposed Schedule: August 1988

Proposed Budget: \$5,000

II. Highway System Refinement

Under a separate Metro work element, the highway networks that are used for the Westside Corridor transit forecasts will be refined consistent with highway project decisions. In particular:

- the capacity and operating speeds for the Sunset highway will be refined consistent with project decisions being developed by ODOT.
- improvements in the Burnside/Cornell corridor that are required and have the concurrence of affected local governments will be defined for inclusion in the RTP and Westside Corridor highway networks.
- the "RTP" and "Committed" highway networks will be reviewed for the balance of the region to ensure accuracy.

Proposed Schedule: August 1988

Proposed Budget: \$15,000 (Metro budget)

III. Model Refinement

Under separate Metro work elements, the models are being updated taking into consideration more recent travel behavior and ridership information. The updated models will not be used for the Transit System Refinement task but will be used for the "Draft" submittal to UMTA. In general, the model update is being conducted in two steps, first, to comprehensively reflect more recent travel data and, second, to specifically incorporate the effects of LRT on travel behavior.

- A. Comprehensive update -- using the 1985 travel behavior survey, ridership data and socio-economic data, the models are being revised:

- to incorporate a more detailed stratification of trip purposes;
- to more accurately reflect subregional differences in transit rider behavior (particularly suburban); and
- to more accurately relate transit ridership to socio-economic differences in the population.

These changes are being done with pre-LRT data and will result with updated models calibrated regionwide to 1985 conditions with a documentation report on the models, their development and calibration.

Proposed Schedule: May 1988
Proposed Budget: \$138,500 (Metro budget)

- B. LRT Update -- Using the 1988 Eastside travel behavior survey and ridership data, the models will be revised to include a separate mode for LRT and therefore reflect the differences in how travel behavior reacts to LRT vs. bus models and include appropriate implication of park-and-ride and transfer on LRT and bus ridership. This will result in updated models calibrated regionwide to 1988 conditions with a report documenting the models (as revised), their development, the theory behind the LRT component and their calibrations. This task will be coordinated with UMTA to ensure their concurrence with the methodology when submitted in December 1988.

Proposed Schedule: August 1988
Proposed Budget: \$75,000 (Metro budget)

- C. Factoring procedures will be reviewed with Tri-Met and revised as necessary to ensure consistency between peak-hour transit demand and required headways, consistency between peak and day base riders and service hours and weekly and annual operating cost and farebox revenue.

In addition, procedures for allocating farebox revenue to routes will be established and coordinated with Tri-Met.

Proposed Schedule: July 1988
Proposed Budget: \$1,100

- D. Zoo and convention center attendance data will be evaluated to determine reasonable estimates of average daily, peak event and annual transit ridership.

Proposed Schedule: August 1988
Proposed Budget: \$1,400

E. Suburban Travel Demand -- Metro and Tri-Met are separately conducting a Suburban Transit Study to include evaluation of the suburban transit ridership market and alternative methods of serving the market. Two types of changes may result from that study that will be incorporated into the Westside P.E. Scope of Work:

- changes to the models to reflect differences in suburban travel behavior that were not previously accounted for.
- changes to the suburban service plan that will be incorporated into the transit networks for the Westside alternatives under consideration.

Proposed Schedule: August 1988

Proposed Budget: \$5,000 (Metro budget)

IV. Population and Employment Forecasts

Under a separate Metro work element, population and employment forecasts are being updated to 2010. A minor additional Westside P.E. task will take advantage of this comprehensive work program to derive 2005 population/employment forecasts to be used in transit ridership forecasts. These updated forecasts will not be used for the Transit System Refinement task but will be used for the "Draft" submittal to UMTA.

Proposed Schedule: July 1988

Proposed Budget: \$65,000 (Metro budget)

- A. Comprehensive Update -- Through a broad based review process involving local planners, regional public and private economists, Metro will develop a new population/employment forecast for 2010 for the region with detailed allocation down to traffic zones. In addition, a report will be produced documenting the 2010 population/employment forecasts and methodology for development.
- B. Westside P.E. 2005 Forecast -- As an added task, the updated 2010 forecasts will be adjusted to reflect regionwide 2005 forecasts for use in Westside transit ridership forecasts. In addition, a minor addition to the above report will be prepared documenting the 2005 population/employment forecasts and the methodology for revising the 2010 forecasts.

Proposed Schedule: August 1988

Proposed Budget: \$2,500

- C. Station Area Forecasts -- Any work completed by Tri-Met or the local jurisdictions that affects the population/employment forecasts within station areas with or without LRT will be incorporated into the updated 2005 and 2010

forecasts. The local government will be expected to provide documentation of changes from the base forecasts.

Proposed Schedule: August 1988
Proposed Budget: \$700

V. Materials Required for Submittal to UMTA

This task involves production of materials for submittal to UMTA. In general, this involves preparation of a methodology report, production of actual forecasts for the identified scenarios and documentation of the input and model assumptions. These will be produced in "Preliminary Draft" form for regional review and "Draft" form for UMTA review.

A. Overall Travel Forecasting Methodology -- A generalized report will be prepared describing the overall process intended to be used for developing the travel forecasts including:

- description of the concept of each transit alternative for which forecasts will be developed;
- proposed approach for refining the elements of the highway network associated with each transit alternative;
- anticipated approach for refining the models;
- proposed approach for developing regional and station area population/employment forecasts;
- description of travel time and ridership measures to be produced for inclusion in the project cost-effectiveness evaluation for submittal to UMTA and the generalized technique for deriving the measures from the travel-forecasting models.

Proposed Schedule: June 1988
Proposed Budget: \$5,000

B. Preliminary Draft Forecasts -- The full chain of travel-forecasting models will be run for the following alternatives:

- 1987
- 2005 Committed Bus Service
- 2005 Bus Service Expansion Alternatives
- 2005 LRT to Sunset Transit Center
- 2005 LRT

Note: it assumed that all five will be run for regional review and three of five will be re-run before submittal to UMTA.

Proposed Schedule: October and December 1988
Proposed Budget: \$15,400

- C. For the above alternatives, all necessary travel time and ridership data will be compiled as needed to describe the differences between alternatives and submit the cost-effectiveness ranking to UMTA.

Proposed Schedule: October and December 1988

Proposed Budget: \$13,700

- D. Detailed Methodology and Results Report -- A detailed report will be prepared documenting the conclusions and basis for the travel forecasts including:

- a description of the alternatives and appropriate ridership and travel time differences and the key reasons for differences.
- a description of the models and calibrations to existing data;
- an evaluation of the sensitivity of the models to key input variables such as transit fare, auto operating cost and parking cost. (Note: sensitivity to alternative population/employment scenarios and alternative highway network are not included in this work scope.)
- documentation of the transit and highway networks and their comparative travel times and levels of service.
- documentation of existing and 2005 regional and station area population/employment forecasts.

Proposed Schedule: November and December 1988

Proposed Budget: \$15,500

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2. COMPENSATION

METRO shall invoice Tri-Met monthly or less frequently for the actual costs incurred by METRO for those services approved by Tri-Met's Project Manager. The following hourly rates shall constitute full compensation for all services performed pursuant to this contract. These hourly rates include 15% for vacations, 31% for fringe benefits, and 50% for overhead. Any nonsalary element of these rates shall be subject to audit, approval, and revision by the Urban Mass Transportation Administration (UMTA) at any time during performance of this contract and for a period of three (3) years after completion of this contract.

<u>NAME</u>	<u>TITLE</u>	<u>HOURLY RATE</u>
Cotugno	Transportation Director	\$57.80
Lawton	Technical Manager	\$52.44
Walker	Senior Analyst	\$41.12
Brandman	Senior Analyst	\$41.12
Cullerton	Transportation Analyst	\$27.06