

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 94-1960
THE EXECUTIVE OFFICER TO EXECUTE)
FOURTEEN (14) MULTI-YEAR)
INTERGOVERNMENTAL AGREEMENTS FOR)
SOUTH/NORTH AA/DEIS PROJECTS) Introduced by Rena Cusma,
) Executive Officer

WHEREAS, fourteen (14) Intergovernmental Agreements for the South/North Alternatives Analysis/Draft Environmental Impact Statement (AA/DEIS) are not included in the 1993-94 fiscal year contracts list as amended on May 12, 1994, and are multi-year, Intergovernmental Agreements; and

WHEREAS, the Planning Department, pursuant to that decision, now intends to pursue those Intergovernmental Agreements with the jurisdictions listed in Attachment A; and

WHEREAS, Section 2.04.033 (1) of the Metro Code requires the Council to approve any Type "A" and multi-year contracts; and

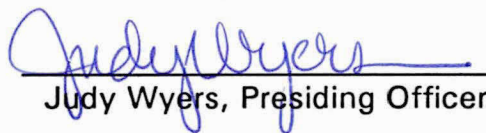
WHEREAS, this proposed action allows the Metro Council to approve fourteen (14) Intergovernmental Agreements in a single action;

Now, Therefore,

BE IT RESOLVED,

That the Metro Council, pursuant to Metro Code Section 2.04.033 (1) hereby authorizes the Executive Officer to execute Intergovernmental Agreements with the jurisdictions to complete the South/North Study through Tiers I and II, substantially as reflected in Attachment A (sample contract) consistent with budgets reflected in Attachment B.

ADOPTED by the Metro Council this 26th day of May, 1994.



Judy Wyers, Presiding Officer

**South/North AA/DEIS
Clackamas County - #6
Metro Contract #903683**

**INTERGOVERNMENTAL AGREEMENT
FOR
SOUTH/NORTH TRANSIT CORRIDOR STUDY
ALTERNATIVES ANALYSIS/DRAFT ENVIRONMENTAL IMPACT STATEMENT**

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 Clackamas County, located at 902 Abernethy Road, Oregon City, Oregon 97045, hereinafter referred to as CLACKAMAS COUNTY.

Recitals:

WHEREAS, METRO and CLACKAMAS COUNTY desire to jointly accomplish a special study of high capacity transit improvements in the South/North Corridor connecting Clackamas County Oregon and Clark County Washington, a study hereinafter known as the South/North Transit Corridor Study Alternatives Analysis/Draft Environmental Impact Statement, or South/North AA/DEIS; 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, CLACKAMAS COUNTY has the authority under ORS Chapter 190.101 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, the Clark County Public Transportation Benefit Area Authority (C-TRAN), the Southwest Washington Regional Transportation Council (RTC), City of Vancouver, Clark County, Washington State Department of Transportation (WSDOT), City of Portland, Tri-County Metropolitan Transportation District of Oregon (Tri-Met), the Oregon Department of Transportation (ODOT), Clackamas County, City of Milwaukie, Multnomah County, City of Oregon City and City of Gladstone; and

WHEREAS, Funding for the South/North AA/DEIS is intended to consist of contributions from the State of Washington, the State of Oregon, the Federal Transit Administration and other Oregon participant(s); and

WHEREAS, The South/North AA/DEIS Project Management Group, which is made up of one member from each participating jurisdiction, has adopted revenue and expenditure budgets of \$10,800,000 for the study; and

WHEREAS, The METRO Council and the C-TRAN Board of Directors have directed the regional participants to begin work on the South/North AA/DEIS; and

WHEREAS, On May 5, 1994 METRO and the participating agencies adopted Tier I and Tier II budget estimates that cumulatively exceed the secured study revenues by approximately \$2.4 million; and

WHEREAS, On April 21, 1994 the South/North Project Management Group adopted an approach to execute the South/North Tier I and Tier II intergovernmental agreements, of which this is one, before new study funds are secured to cover the projected shortfall; and

WHEREAS, The approach adopted by the South/North Project Management Group agreed that METRO and the participating agencies would prepare a funding plan following the conclusion of the Non-Priority Corridor Study by approximately September 1994 to cover the projected shortfall; and

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

Agreements:

1. Scope of Work

CLACKAMAS COUNTY shall perform the responsibilities and deliver the products indicated for each Task in both Tier I and Tier II Work Elements assigned to it in the South/North AA/DEIS Work Plan identified as Exhibit "A," which is attached hereto and incorporated by reference as part of this Agreement.

2. Term of Agreement

The term of the Agreement shall commence on January 1, 1994, and terminate on December 31, 1996, unless terminated earlier under the provisions of the Agreement.

3. Obligations of METRO

A. METRO is the lead agency and project manager for the South/North AA/DEIS and will serve as liaison with the Federal Transit Administration (FTA), State of Washington,

State of Oregon, C-TRAN 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/North AA/DEIS, 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 will promptly respond to requests by CLACKAMAS COUNTY for information and consultation regarding CLACKAMAS COUNTY's Scope of Work for the South/North AA/DEIS.
- D. METRO will reimburse CLACKAMAS COUNTY for expenses incurred in the performance of South/North AA/DEIS consultant and staff activities in accordance with the Scope of Work, budget and payment sections of this Agreement.
- E. Metro will lead an effort by all participating agencies to prepare a funding plan to secure the additional revenue to fund the full Project Budget in Table 1 of the Work Plan. Metro will present that funding plan to the South/North Project Management Group.

4. Obligations of CLACKAMAS COUNTY

- A. CLACKAMAS COUNTY will perform those tasks identified and assigned to CLACKAMAS COUNTY within the South/North AA/DEIS Work Plan (Exhibit A). Responsibilities and products in the Work Plan (Exhibit A) and any changes in the total Tier I, Tier II and non-priority corridor project budget amounts identified in Exhibit A, Table 1 (attached hereto and by this reference made a part hereto), may be changed by direction of the Project Management Group (PMG) in a vote as recorded in the minutes of the PMG. Modifications by the PMG will modify the individual work tasks of the Scope of Work of this Agreement and shall not exceed the total amount of this contract.
- B. CLACKAMAS COUNTY will participate as required in the project's public involvement activities as outlined in the Scope of Work, and provide support for the Citizens Advisory Committee (CAC) and Expert Review Panel (ERP).
- C. CLACKAMAS COUNTY will participate as outlined in the Scope of Work in the study's advisory committees, including the Technical Advisory Committee (TAC), the Project Management Group (PMG) and the Steering Group.
- D. CLACKAMAS COUNTY will maintain detailed and accurate records of all funds expended and all work performed with regard to this Agreement, and shall make such records available to METRO for inspection at any reasonable time, as specified in section 6.A. and 6.B.

- B. **CLACKAMAS COUNTY** will submit monthly invoices and progress reports describing progress and work completed. Reports will be itemized by agreed upon budget categories.

5. Compensation to CLACKAMAS COUNTY

- A. Total amount of this contract shall not exceed \$116,338, subject to the availability of revenue from funding sources (as described below in section 5.B. and 5.C.) and annual appropriations by METRO.
- B. As adopted by the South/North Project Management Group on May 5, 1994 and described in Table 1, Exhibit A, the project's expenditure budget for all participating agencies is approximately \$10,800,000, exceeding current revenues by approximately 2.4 million. On April 21, 1994, the South/North PMG agreed to authorize METRO to execute the South/North AA/DEIS intergovernmental agreements of which this is one, with the conditions that the IGAs: 1) allow METRO to ensure 100% compensation for allowable expenses incurred for private consultant services contracts with participating agencies, 2) allow METRO to ensure payment of invoices for all other allowable expenses by participating agencies up to approximately 72% of their agency budgets, until 3) the South/North Project Management Group agrees upon a plan to fund the projected shortfall and METRO and/or other participating agencies secure those new funds, at which time 4) METRO will provide written notice that a greater percentage up to the total contract amount will be reimbursed.
- C. **CLACKAMAS COUNTY** shall be compensated for 100% of actual work performed as indicated in the Scope of Work up to \$84,577. This represents 100% of the identified private consultant services contracts and approximately 72% of other allowable expenses for the agency budget as described in section 5.D., below. Further compensation up to the total amount of this contract requires written notice from the Project Manager that a greater percentage of actual work performed will be reimbursed. This notice shall be based on receipt of written confirmation of additional revenues from the revenue sources.
- D. The Agency Budget attached and incorporated herein as Exhibit B prescribes the amounts that this agency will be reimbursed for its work under the Work Plan. Exhibit B restates the budget for work performed under the existing Pre-AA agreement for the period July 1 through December 31, 1993, and the agency budget for reimbursement under this agreement for the period following January 1, 1994.

6. Method of Payment

- A. For work completed, **CLACKAMAS COUNTY** shall send METRO monthly invoices accompanied with the description of the work performed totalling one hundred percent

(100%) of the actual costs CLACKAMAS COUNTY has incurred up to the limits specified in Exhibit B, Budget Summary. CLACKAMAS COUNTY shall submit the invoice in a format specified by METRO. These invoices shall document services provided by CLACKAMAS COUNTY itemized by task and Work Element as specified in the Scope of Work and supported by documentation for reimbursable costs. METRO will review invoices for consistency with the Scope of Work and this Agreement.

- B. All costs charged to the project shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing the nature and relationship to Work Elements in the Scope of Work for any such charges as further detailed herein. For direct salary costs and fringe benefits, invoice documentation must consist of time sheets listing hours worked by Work Element identified in the Scope of Work and a calculation of the applicable hourly payroll rate and fringe benefits earned based on actual time worked. Time sheets and other applicable fringe benefit information must be retained for inspection.

For direct non-salary costs, invoice documentation must consist of copies of invoices of costs, including but not limited to services performed by contractors, reproduction, computer and communication expense, postage, telephone, supplies and transportation. Major items of equipment required for the tasks identified in the Scope of Work may be purchased with METRO's advance written approval and will be included in the Agreement as direct costs. The cost of specialized items of equipment will be limited to the amount of depreciation during the period of use as ascertained at the completion of the Study. Such items of equipment must be used primarily on, and required for, work incident to this Agreement, and must be of reasonable cost.

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

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

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

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

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

7. Project Managers

The overall coordination and direction of the Project shall be provided by METRO's Project Manager. METRO's Project Manager is Leon Skiles. CLACKAMAS COUNTY's Project Manager is Rod Sandoz. Any change of Project Manager by METRO or CLACKAMAS COUNTY shall be noticed in writing to the other party.

8. Notices

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

METRO

Leon Skiles
METRO Planning Department
600 NE Grand Avenue
Portland, OR 97232-2736

CLACKAMAS COUNTY

Rod Sandoz
Clackamas County
902 Abernethy Road
Oregon City, OR 97045

9. Liability and Indemnity

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

METRO shall indemnify CLACKAMAS COUNTY for, and hold CLACKAMAS COUNTY 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 CLACKAMAS COUNTY for any

damage to CLACKAMAS COUNTY's property or injury to CLACKAMAS COUNTY'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

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

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

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

11. Termination for Convenience

METRO or CLACKAMAS COUNTY may terminate all or part of this contract upon determining that termination is in the public interest. Termination under this paragraph shall be effective upon delivery of written notice of termination to METRO or CLACKAMAS COUNTY. Upon termination under this paragraph, CLACKAMAS COUNTY shall be entitled to payment in accordance with the terms of the contract for contract work completed before termination, and to payment for all reasonable contract close-out costs. Within thirty (30) days after termination pursuant to this paragraph, CLACKAMAS COUNTY 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 CLACKAMAS COUNTY. METRO shall not be liable for any costs invoiced later than thirty (30) days after termination unless CLACKAMAS COUNTY can show good cause beyond its control for the delay.

12. Applicable Laws

This Agreement shall be governed by the laws of the State of Oregon; provided, however, that Chapter 81.104 of the Revised Code of Washington shall also apply and in the event of any conflict between Chapter 81.104 RCW and the Oregon laws, Chapter 81.104 RCW shall control.

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/North AA/DEIS shall become public property. All work products provided by METRO pursuant to this Agreement shall be made available to CLACKAMAS COUNTY, and all work products provided by CLACKAMAS COUNTY 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/North AA/DEIS project shall be maintained by METRO, CLACKAMAS COUNTY and all of their contractors.

Each party shall establish and maintain books, records, documents, and other evidence of accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. To facilitate the administration of the project, separate accounts shall be established and maintained within METRO's existing accounting system or set up independently. Such accounts are referred to herein collectively as the "Project Account." CLACKAMAS COUNTY shall charge to a Project Account all eligible costs of the project. Costs in excess of the latest approved budget, not performed in accordance with the Scope of Work or attributable to actions which have not received the required approval of METRO, shall not be considered eligible costs.

15. Consultant Selection

Upon request by the Washington State Department of Transportation (WSDOT), METRO and all other participating jurisdictions shall include a representative appointed by WSDOT on the Selection Committee for all agreements. C-TRAN shall notify METRO of its intent to contract in a timely manner. METRO shall be responsible for notifying WSDOT of those contracting opportunities prior to the initiation of the selection process. Notification of such agreement opportunities shall be made to:

Mr. Leon Skiles
Planning Department
METRO
600 NE Grand Avenue
Portland, Oregon 97232-2736
503/797-1725

16. Audits, Inspections, and Retention of Records

METRO, the Washington State Auditor, C-TRAN, the Washington State Department of Transportation, 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 CLACKAMAS COUNTY's and METRO's records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, time sheets, accounting records and other materials pertaining to costs incurred in connection with the project shall be retained by CLACKAMAS COUNTY and METRO and all of their contractors for three years from the date of completion of the project, or expiration of the grant agreement, whichever is later, to facilitate any audits or inspection.

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

17. Independent Contractor

CLACKAMAS COUNTY shall be deemed an independent contractor for all purposes, and the employees of CLACKAMAS COUNTY or any of its contractors, subcontractors, and the

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

18. Compliance With Laws and Regulations

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

19. Subcontract Inclusions

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

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

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

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

21. Subcontractors and Assignments

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

22. Quality of Work

CLACKAMAS COUNTY agrees that all work shall be completed in a manner consistent with standards prevailing in the industry for similar work. In this regard, CLACKAMAS COUNTY 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. CLACKAMAS COUNTY 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, the State of Oregon, the State of Washington, Metro, C-TRAN and Tri-Met). The following statement will be included in each report:

"Preparation of report has been funded in part by the Federal Transit Administration, the State of Oregon, the State of Washington, Metro, C-TRAN, and Tri-Met. The opinions, findings and conclusions expressed in this report are those of the authors and are not necessarily those of the Federal Transit Administration, the State of Oregon, the State of Washington, Metro, C-TRAN, or Tri-Met."

24. Labor and Material

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

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.

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

METRO

By: _____

Name: _____

Title: _____

Date: _____

CLACKAMAS COUNTY

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBITS:

A: South/North AA/DEIS Work Plan

B: Agency Budgets

C: Federal Requirements

903-683.IGA/bc

Task	Metro	BRW	SMSA	Environment Consultant Services	Design Images	Financial Analysis	EAD Consultant Services	Tri-Met	City of Portland	ODOT
Non Priority Corridor	\$80,000			\$68				\$1,664		
Tier I										
Management	\$100,000		\$14,188					\$59,822		
Public Involvement	\$160,000								\$30,000	
Description of Alternatives	\$250,000	\$41,669	\$1,138		\$100,000		\$407,000	\$249,271	\$15,000	\$100,000
S.E.E. Analysis	\$170,000	\$26,250	\$6,465					\$22,066	\$10,000	\$4,352
Transportation Analysis	\$163,861	\$42,089	\$1,600					\$21,817	\$5,000	\$5,037
Financial Analysis	\$30,000		\$32,000			\$30,000		\$9,941	\$5,000	
Evaluation	\$120,000		\$19,583					\$184,624	\$5,000	\$2,000
Tier I Total	\$993,861	\$110,008	\$74,972		\$100,000	\$30,000	\$407,000	\$547,541	\$70,000	\$111,389
Tier II										
Management	\$220,000			\$250,000				\$103,149		
Public Involvement	\$316,761			\$100,000				\$4,051	\$50,000	
Description of Alternatives	\$300,000			\$100,000			\$793,000	\$481,320	\$24,000	\$118,975
S.E.E. Analysis	\$700,000			\$820,000				\$40,622	\$35,000	\$9,290
Transportation Analysis	\$500,000			\$300,000				\$35,416	\$20,000	\$9,290
Financial Analysis	\$120,000			\$100,000				\$31,081		\$20,047
Evaluation	\$80,000			\$80,000				\$80,024	\$10,000	\$2,000
Tier II Total	\$2,236,761			\$1,750,000			\$793,000	\$775,663	\$139,000	\$159,602
Total	\$3,310,622	\$110,008	\$75,040	\$1,750,000	\$100,000	\$30,000	\$1,200,000	\$1,324,868	\$209,000	\$270,991
Funded	\$2,406,788	\$110,008	\$75,040	\$1,750,000	\$100,000	\$30,000	\$1,200,000	\$963,165	\$151,941	\$197,008

Total \$10,787,994
 Total Consultants/Contingency/ERP \$3,922,762
 Sub-Total Agency Staff \$6,865,232

 Secured Revenue \$8,400,000
 Total Consultants/ERP \$3,409,048
 Sub-Total: Revenue for Agency Expenditures \$4,990,952

 Percent Consultant and ERP Funded 100%
 Percent Agency Expenditures Funded 72.70%
 Total New Revenue Needed \$2,387,994
 28.43%

Task	Multnomah Co.	City of Milwaukie	Clackamas Co.	Oregon City	Gladstone	Port of Portland	WSDOT Olympia ERP	C-TRAN	Clark Co.	City of Vancouver
Non Priority Corridor (Tier I)						\$35,854			\$1,220	\$1,100
Management	\$1,272	\$4,375	\$4,568	\$6,438	\$3,940		\$35,000	\$18,730	\$2,080	\$1,251
Public Involvement		\$14,000	\$16,136	\$5,630	\$1,290			\$27,392	\$8,160	\$7,476
Description of Alternatives	\$7,708	\$12,833	\$23,361	\$9,540	\$2,500			\$30,848	\$1,500	\$1,827
S.E.E. Analysis	\$1,500	\$6,720	\$8,032	\$2,595	\$1,375			\$5,598	\$1,860	\$2,751
Transportation Analysis	\$500	\$280	\$3,654	\$710	\$690			\$40,953	\$4,380	\$3,325
Financial Analysis	\$500	\$840	\$1,176	\$650				\$2,951	\$1,860	\$1,100
Evaluation	\$1,920	\$1,400	\$3,911	\$1,340	\$1,000			\$10,440	\$15,880	\$11,676
Tier I Total	\$13,400	\$40,448	\$60,838	\$26,903	\$10,795		\$35,000	\$136,912	\$35,720	\$29,406
Tier II										
Management	\$4,277	\$840	\$3,023	\$5,400	\$1,375		\$109,000	\$36,822	\$6,160	\$8,251
Public Involvement	\$3,200	\$10,000	\$21,275	\$8,495	\$2,320			\$122,740	\$12,000	\$20,625
Description of Alternatives	\$6,097	\$21,800	\$11,253	\$3,030	\$2,300			\$57,437	\$3,080	\$4,125
S.E.E. Analysis	\$5,254	\$22,200	\$10,208	\$6,580	\$3,690			\$130,350	\$7,000	\$8,251
Transportation Analysis	\$1,949	\$19,560	\$3,278	\$2,690	\$1,720			\$50,985	\$7,000	\$16,500
Financial Analysis	\$968	\$1,960	\$2,953	\$1,000				\$12,274	\$6,160	\$4,125
Evaluation	\$851	\$2,000	\$3,510	\$6,490	\$850			\$35,427	\$10,000	\$20,625
Tier II Total	\$22,598	\$78,360	\$55,500	\$33,685	\$12,255		\$109,000	\$446,035	\$51,400	\$82,502
Total	\$35,998	\$118,808	\$116,338	\$60,588	\$23,050	\$35,854	\$144,000	\$582,947	\$88,340	\$113,008
Funded	\$26,169	\$86,372	\$84,577	\$44,047	\$16,757	\$26,065	\$144,000	\$423,796	\$64,222	\$82,156

Task	RTC	WSDOT Clark Co.	Contingency (5%)	Total
Non Priority Corridor	\$7,749		\$6,383	\$134,038
Tier I				
Management	\$24,983	\$500	\$13,857	\$291,004
Public Involvement	\$10,800		\$14,044	\$294,928
Description of Alternatives	\$66,257	\$6,116	\$66,328	\$1,392,896
S.E.E. Analysis	\$25,032	\$5,000	\$14,980	\$314,575
Transportation Analysis	\$52,500	\$2,700	\$17,455	\$366,551
Financial Analysis	\$8,000		\$6,201	\$130,219
Evaluation	\$22,925		\$20,085	\$421,783
Tier I Total	\$210,497	\$14,316	\$152,950	\$3,211,956
Tier II				
Management	\$25,800	\$1,050	\$38,757	\$813,904
Public Involvement	\$16,500		\$34,398	\$722,365
Description of Alternatives	\$112,600	\$11,210	\$102,511	\$2,152,738
S.E.E. Analysis	\$24,800	\$7,000	\$91,512	\$1,921,757
Transportation Analysis	\$89,000	\$5,000	\$53,119	\$1,115,507
Financial Analysis	\$8,300		\$15,443	\$324,311
Evaluation	\$41,000		\$18,639	\$391,416
Tier II Total	\$318,000	\$24,260	\$354,381	\$7,442,000
Total	\$536,246	\$38,576	\$513,714	\$10,787,994
Funded	\$389,845	\$28,044		\$8,400,000



METRO

600 NE Grand Ave.
Portland, OR 97232
(503) 797-1700

Procurement Review Summary

To: Procurement and Contracts Division

Vendor

From _____ Date 4/27/94

Department Planning Subject _____

Division HCT Bid Contract

Name Darlene Badrick RFP Other

(for Karen Thackston)

Title Asst. Mgt. Analyst Vendor no. _____

Extension 1740 1540 Purpose South/North Transit Corridor Study
Alternatives Analysis/DEIS Statement

Contract no. 90 3078

Expense

Procurement Personal/professional services Services (LM) Construction IGA

Revenue	Budget code(s)	Price basis	Term
<input type="checkbox"/> Contract	<u>140 122200 524190 45.510</u>	<input type="checkbox"/> Unit	<input type="checkbox"/> Completion
<input type="checkbox"/> Grant	_____	<input checked="" type="checkbox"/> Total	<input type="checkbox"/> Annual
<input type="checkbox"/> Other	_____	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Multi-year**
This project is listed in the		Payment required	<u>1-1-94</u>
199 <u>3</u> -199 <u>4</u> budget.		<input type="checkbox"/> Lump sum	Beginning date
4/94 budg. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Type A		<input type="checkbox"/> Progress payments	<u>12/31/96</u>
amendment <input checked="" type="checkbox"/> No <input type="checkbox"/> Type B			Ending date
Resolution <u>attchd-multi-year</u>			

Total commitment	Original amount	\$ <u>1,324,868</u>
	Previous amendments	\$ <u>0</u>
	This transaction	\$ <u>1,324,868</u>
	Total	\$ <u>1,324,868</u>
	A. Amount of contract to be spent fiscal year _____	\$ _____
	B. Amount budgeted for contract _____	\$ _____
	C. Uncommitted/discretionary funds remaining as of _____	\$ _____

Approvals

Division manager _____ Department director AG hysu Labor _____

Fiscal _____ Budget _____ Risk _____

Legal _____

* See instructions on reverse. ** If multi-year, attach schedule of expenditures. *** If A or B less than C, and other line items total with C, then C is correct.



METRO

600 NE Grand Ave.
Portland, OR 97232
(503) 797-1700

Procurement Review Summary

To: Procurement and Contracts Division

Vendor

From _____ Date 4/27/94

Department: Planning Subject CITY OF PORTLAND

Division HCT Bid Contract 1120 SW 5th AVE, RM 702

Name Darlene Badrick RFP Other PORTLAND, OR 97204

(for Karen Thackston) Vendor no. _____

Title Asst. Mgt. Analyst Contract no. 903679

Extension 17401590 Purpose South/North Transit Corridor Study

Alternatives Analysis/DEIS Statement

Expense

Procurement Personal/professional services Services (LM) Construction IGA

Revenue	Budget code(s)	Price basis	Term
<input type="checkbox"/> Contract	<u>140 122200 524190 45580</u>	<input type="checkbox"/> Unit	<input type="checkbox"/> Completion
<input type="checkbox"/> Grant	_____	<input checked="" type="checkbox"/> Total	<input type="checkbox"/> Annual
<input type="checkbox"/> Other	_____	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Multi-year**
This project is listed in the		Payment required	<u>1-1-94</u>
<u>199_3_-199_4_</u> budget.		<input type="checkbox"/> Lump sum	Beginning date
4/94 budg. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Type A	<input checked="" type="checkbox"/> Progress payments	<u>12/31/96</u>
amendment <input checked="" type="checkbox"/> No	<input type="checkbox"/> Type B		Ending date
Resolution <u>attachd-multi</u>	<u>year</u>		

Total commitment	Original amount	\$ <u>209,000</u>
	Previous amendments	\$ <u>0</u>
	This transaction	\$ <u>209,000</u>
	Total	\$ <u>209,000</u>
	A. Amount of contract to be spent fiscal year _____	\$ _____
	B. Amount budgeted for contract _____	\$ _____
	C. Uncommitted/discretionary funds remaining as of _____	\$ _____

Approvals

Division manager _____	Department director <u>[Signature]</u>	Labor _____
Fiscal _____	Budget _____	Risk _____
Legal _____		



METRO

600 NE Grand Ave.
Portland, OR 97232
(503) 797-1700

Procurement Review Summary

To: Procurement and Contracts Division

Vendor

From _____

Date 4/27/94

ODOT (REGION 1)

Department: Planning

Subject _____

9002 SE McLoughlin Blvd

Division HCT

Bid Contract

MILWAUKIE OR 97222

Name Darlene Badrick
(for Karen Thackston)

RFP Other

Vendor no. _____

Title Asst. Mgt. Analyst

Contract no. 903680

Extension -1740 1590

Purpose South/North Transit Corridor Study
Alternatives Analysis/DEIS Statement

Expense

Procurement Personal/professional services Services (LM) Construction IGA

Revenue

Contract
 Grant
 Other

Budget code(s)
140 122200 524190 45530

Price basis
 Unit
 Total
 Other

Term
 Completion
 Annual
 Multi-year**

This project is listed in the
1993-1994 budget.

4/94 budg. Yes Type A
amendment No Type B
Resolution attchd-multi-year

Payment required
 Lump sum
 Progress payments

1-1-94
Beginning date
12/31/96
Ending date

Total commitment	Original amount	\$ <u>770,991</u>
	Previous amendments	\$ <u>0</u>
	This transaction	\$ <u>770,991</u>
	Total	\$ <u>770,991</u>
	A. Amount of contract to be spent fiscal year _____	\$ _____
	B. Amount budgeted for contract _____	\$ _____
	C. Uncommitted/discretionary funds remaining as of _____	\$ _____

Approvals

Division manager _____

Department director [Signature]

Labor _____

Fiscal _____

Budget _____

Risk _____

Legal _____



METRO

600 NE Grand Ave.
Portland, OR 97232
(503) 797-1700

Procurement Review Summary

To: Procurement and Contracts Division

Vendor

From _____

Date 4/27/94

MULTNOMAH COUNTY

Department Planning

Subject

1620 SE 190th

Division HCT

Bid Contract

PORTLAND OR 97233

Name Darlene Badrick
(for Karen Thackston)

RFP Other

Vendor no. _____

Title Asst. Mgt. Analyst

Contract no. 90 3681

Extension 1740-1590

Purpose South/North Transit Corridor Study

Alternatives Analysis/DEIS Statement

Expense

Procurement Personal/professional services Services (L/M) Construction IGA

Revenue

Contract

Grant

Other

Budget code(s)
140 122200 524190 45600

Price basis

Unit

Total

Other

Term

Completion

Annual

Multi-year**

This project is listed in the
199 3 -199 4 budget.

Payment required

Lump sum

Progress payments

1-1-94

Beginning date

12/31/96

Ending date

4/94 budg. Yes Type A
amendment No Type B
Resolution attchd-multi year

Total commitment	Original amount	\$ <u>35,996</u>
	Previous amendments	\$ <u>0</u>
	This transaction	\$ <u>35,996</u>
	Total	\$ <u>35,996</u>
	A. Amount of contract to be spent fiscal year _____	\$ _____
	B. Amount budgeted for contract _____	\$ _____
	C. Uncommitted/discretionary funds remaining as of _____	\$ _____

Approvals

Division manager _____

Alahya
Department director

Labor

Fiscal _____

Budget

Risk

Legal _____



METRO

600 NE Grand Ave.
Portland, OR 97232
(503) 797-1700

Procurement Review Summary

To: Procurement and Contracts Division

Vendor

From _____

Date 4/27/94

CITY OF MILWAUKIE

Department Planning

Subject P.O. Box 22009

Division HCT

Bid Contract

MILWAUKIE OR 97222

Name Darlene Badrick
(for Karen Thackston)

RFP Other

Vendor no. _____

Title Asst. Mgt. Analyst

Contract no. 903682

Extension 1740 1590

Purpose South/North Transit Corridor Study
Alternatives Analysis/DEIS Statement

Expense

Procurement Personal/professional services Services (L/M) Construction IGA

Revenue

Contract

Budget code(s)
140 122200 524190 45570

Price basis

Unit

Term

Completion

Grant

Total

Annual

Other

Other

Multi-year**

This project is listed in the
199 3 -199 4 budget.

Payment required

1-1-94

4/94 budg. Yes Type A
amendment No Type B
Resolution attachd-multi-year

Lump sum

Beginning date

Progress payments

12/31/96
Ending date

Total commitment	Original amount	\$ <u>118,808</u>
	Previous amendments	\$ <u>0</u>
	This transaction	\$ <u>118,808</u>
	Total	\$ <u>118,808</u>
	A. Amount of contract to be spent fiscal year _____	\$ _____
	B. Amount budgeted for contract _____	\$ _____
	C. Uncommitted/discretionary funds remaining as of _____	\$ _____

Approvals

Division manager _____

Department director [Signature]

Labor _____

Fiscal _____

Budget _____

Risk _____

Legal _____



METRO

600 NE Grand Ave.
Portland, OR 97232
(503) 797-1700

Procurement Review Summary

To: Procurement and Contracts Division

Vendor

From

Date 4/27/94

CITY OF OREGON CITY

Department Planning

Subject

320 WARNER MILNE ROAD

Division HCT

Bid Contract

OREGON CITY OR 97045

Name Darlene Badrick
(for Karen Thackston)

RFP Other

Vendor no.

Title Asst. Mgt. Analyst

Contract no. 903684

Extension 1740 1590

Purpose South/North Transit Corridor Study
Alternatives Analysis/DEIS Statement

Expense

Procurement Personal/professional services Services (LM) Construction IGA

Revenue

Budget code(s)
140 122200 524190 45610

Price basis

Term

Contract

Unit

Completion

Grant

Total

Annual

Other

Other

Multi-year**

This project is listed in the
1993 -1994 budget.

Payment required

1-1-94

4/94 budg. Yes Type A
amendment No Type B
Resolution attchd-multi-year

Lump sum

Beginning date

Progress payments

12/31/96

Ending date

Total commitment	Original amount	\$ <u>60,588</u>
	Previous amendments	\$ <u>0</u>
	This transaction	\$ <u>60,588</u>
	Total	\$ <u>60,588</u>
	A. Amount of contract to be spent fiscal year _____	\$ _____
	B. Amount budgeted for contract _____	\$ _____
	C. Uncommitted/discretionary funds remaining as of _____	\$ _____

Approvals

Division manager

ALG hgr
Department director

Labor

Fiscal

Budget

Risk

Legal



METRO

600 NE Grand Ave.
Portland, OR 97232
(503) 797-1700

Procurement Review Summary

To: Procurement and Contracts Division

Vendor

From _____

Date 4/27/94

CITY OF GLADSTONE

Department Planning

Subject _____

525 PORTLAND AVE.

Division HCT

Bid Contract

GLADSTONE OR 97027

Name Darlene Badrick
(for Karen Thackston)

RFP Other

Vendor no. _____

Title Asst. Mgt. Analyst

Contract no. 903685

Extension 1740 1590

Purpose South/North Transit Corridor Study
Alternatives Analysis/DEIS Statement

Expense

Procurement Personal/professional services Services (LM) Construction IGA

Revenue

Budget code(s)
140 122200 524190 45470

Price basis

Term

Contract
 Grant
 Other

Unit
 Total
 Other

Completion
 Annual
 Multi-year**

This project is listed in the
1993-1994 budget.

Payment required

1-1-94
Beginning date

4/94 budg. Yes Type A
amendment No Type B
Resolution attchd-multi-year

Lump sum
 Progress payments

12/31/96
Ending date

Total commitment	Original amount	\$ <u>23,050</u>
	Previous amendments	\$ <u>0</u>
	This transaction	\$ <u>23,050</u>
	Total	\$ <u>23,050</u>
	A. Amount of contract to be spent fiscal year _____	\$ _____
	B. Amount budgeted for contract _____	\$ _____
	C. Uncommitted/discretionary funds remaining as of _____	\$ _____

Approvals

Division manager _____

Alshon
Department director

Labor _____

Fiscal _____

Budget _____

Risk _____

Legal _____



METRO

600 NE Grand Ave.
Portland, OR 97232
(503) 797-1700

Procurement Review Summary

To: Procurement and Contracts Division

Vendor

From

Date 4/27/94

PORT OF PORTLAND

Department: Planning

Subject

P.O. BOX 3529

Division HCT

Bid

Contract

PORTLAND OR 97208

Name Darlene Badrick
(for Karen Thackston)

RFP

Other

Vendor no.

Title Asst. Mgt. Analyst

Contract no. 98 3686

Extension 1740-1590

Purpose South/North Transit Corridor Study
Alternatives Analysis/DEIS Statement

Expense

Procurement Personal/professional services Services (LM) Construction IGA

Revenue

Contract
 Grant
 Other

Budget code(s)
140 122200 524190 45470

Price basis

Unit
 Total
 Other

Term

Completion
 Annual
 Multi-year**

This project is listed in the
199 3 -199 4 budget.

Payment required

Lump sum
 Progress payments

1-1-94
Beginning date

4/94 budg. Yes Type A
amendment No Type B
Resolution attchd-multi-year

12/31/96
Ending date

Total commitment	Original amount	\$ <u>35,854</u>
	Previous amendments	\$ <u>0</u>
	This transaction	\$ <u>35,854</u>
	Total	\$ <u>35,854</u>
	A. Amount of contract to be spent fiscal year _____	\$ _____
	B. Amount budgeted for contract _____	\$ _____
	C. Uncommitted/discretionary funds remaining as of _____	\$ _____

Approvals

Division manager _____

Alhjn
Department director

Labor _____

Fiscal _____

Budget _____

Risk _____

Legal _____



METRO

600 NE Grand Ave.
Portland, OR 97232
(503) 797-1700

Procurement Review Summary

To: Procurement and Contracts Division

Vendor

From

Date 4/27/94

C-TRAN

Department: Planning

Subject

P.O. Box 2529

Division HCT

Bid

Contract

VANCOUVER, WA 98668-2529

Name Darlene Badrick
(for Karen Thackston)

RFP

Other

Vendor no.

Title Asst. Mgt. Analyst

Contract no. 90-3687

Extension -1740-1590

Purpose South/North Transit Corridor Study
Alternatives Analysis/DEIS Statement

Expense

Procurement

Personal/professional services

Services (L/M)

Construction

IGA

Revenue

Budget code(s)

Price basis

Term

Contract

140 122200 524190 45520

Unit

Completion

Grant

Total

Annual

Other

Other

Multi-year**

This project is listed in the
199 3 -199 4 budget.

Payment required

1-1-94

4/94 budg. Yes

Type A

Lump sum

Beginning date

amendment No

Type B

Progress payments

12/31/96

Resolution attchd-multi-year

Ending date

Total commitment

Original amount

\$ 582,947

Previous amendments

\$ 0

This transaction

\$ 582,947

Total

\$ 582,947

A. Amount of contract to be spent fiscal year _____

\$

B. Amount budgeted for contract _____

\$

C. Uncommitted/discretionary funds remaining as of _____

\$

...

Approvals

Division manager

[Signature]
Department director

Labor

Fiscal

Budget

Risk

Legal



METRO

600 NE Grand Ave.
Portland, OR 97232
(503) 797-1700

Procurement Review Summary

To: Procurement and Contracts Division

Vendor

From

Date 4/27/94

CLARK COUNTY

Department Planning

Subject

1408 FRANKLIN STREET

Division HCT

Name Darlene Badrick
(for Karen Thackston)

Bid Contract

Vendor no.

Title Asst. Mgt. Analyst

RFP Other

Contract no. 903688

Extension -1740-1590

Purpose South/North Transit Corridor Study
Alternatives Analysis/DEIS Statement

Expense

Procurement Personal/professional services Services (LM) Construction IGA

Revenue

Contract

Grant

Other

Budget code(s)
140 122200 524190 45550

Price basis

Unit

Total

Other

Term

Completion

Annual

Multi-year**

This project is listed in the
199 3 -199 4 budget.

Payment required

Lump sum

Progress payments

1-1-94

Beginning date

12/31/96

Ending date

4/94 budg. Yes Type A
amendment No Type B
Resolution attachd-multi-year

Total commitment	Original amount	\$ <u>88,340</u>
	Previous amendments	\$ <u>0</u>
	This transaction	\$ <u>88,340</u>
	Total	\$ <u>88,340</u>
	A. Amount of contract to be spent fiscal year _____	\$ _____
	B. Amount budgeted for contract _____	\$ _____
	C. Uncommitted/discretionary funds remaining as of _____	\$ _____

Approvals

Division manager

Alshofm
Department director

Labor

Fiscal

Budget

Risk

Legal



METRO

600 NE Grand Ave.
Portland, OR 97232
(503) 797-1700

Procurement Review Summary

To: Procurement and Contracts Division

Vendor

From _____

Date 4/27/94

CITY OF VANCOUVER

Department: Planning

Subject _____

P.O. BOX 1995

Division HCT

Bid Contract

VANCOUVER, WA 98668

Name Darlene Badrick
(for Karen Thackston)

RFP Other

Vendor no. _____

Title Asst. Mgt. Analyst

Contract no. 903689

Extension -1740 1590

Purpose South/North Transit Corridor Study
Alternatives Analysis/DEIS Statement

Expense

Procurement Personal/professional services Services (L/M) Construction IGA

Revenue

Contract
 Grant
 Other

Budget code(s)
140 122200 524190 45560

Price basis

Unit
 Total
 Other

Term

Completion
 Annual
 Multi-year**

This project is listed in the
199_3_ -199_4_ budget.

Payment required

Lump sum
 Progress payments

1-1-94

Beginning date

4/94 budg. Yes Type A
amendment No Type B
Resolution attchd-multi-year

12/31/96

Ending date

Total commitment	Original amount	\$ <u>113,008</u>
	Previous amendments	\$ <u>0</u>
	This transaction	\$ <u>113,008</u>
	Total	\$ <u>113,008</u>
	A. Amount of contract to be spent fiscal year _____	\$ _____
	B. Amount budgeted for contract _____	\$ _____
	C. Uncommitted/discretionary funds remaining as of _____	\$ _____

Approvals

Division manager _____

A. L. Brown
Department director

Labor _____

Fiscal _____

Budget _____

Risk _____

Legal _____



METRO

600 NE Grand Ave.
Portland, OR 97232
(503) 797-1700

Procurement Review Summary

To: Procurement and Contracts Division

Vendor

From

Date 4/27/94

SW WASHINGTON RTC

Department Planning

Subject

1351 OFFICERS' ROW

Division HCT

Bid

Contract

VANCOUVER, WA 98661

Name Darlene Badrick
(for Karen Thackston)

RFP

Other

Vendor no.

Title Asst. Mgt. Analyst

Contract no. 903690

Extension 1740-1590

Purpose South/North Transit Corridor Study
Alternatives Analysis/DEIS Statement

Expense

Procurement

Personal/professional services

Services (L/M)

Construction

IGA

Revenue

Budget code(s)

140 122200 524190 456 90

Price basis

Term

Contract

Unit

Completion

Grant

Total

Annual

Other

Other

Multi-year**

This project is listed in the
199_3_-199_4_ budget.

Payment required

1-1-94

4/94 budg. Yes

Type A

Lump sum

Beginning date

amendment No

Type B

Progress payments

12/31/96

Resolution attchd-multi-year

Ending date

Total commitment

Original amount

\$ 536,246

Previous amendments

\$ 0

This transaction

\$ 536,246

Total

\$ 536,246

A. Amount of contract to be spent fiscal year _____

\$ _____

B. Amount budgeted for contract _____

\$ _____

C. Uncommitted/discretionary funds remaining as of _____

\$ _____

Approvals

Division manager

[Signature]
Department director

Labor

Fiscal

Budget

Risk

Legal

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 94-1960 FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE FOURTEEN (14) MULTI-YEAR INTERGOVERNMENTAL AGREEMENTS FOR SOUTH/NORTH AA/DEIS PROJECTS.

May 10, 1994

Presented by: Andrew Cotugno

PROPOSED ACTION

Authorize the execution of intergovernmental agreements between Metro and the following jurisdictions and agencies for the South/North Transit Corridor Study and the extension of an IGA with the Port of Portland: Tri-Met, City of Portland, Oregon Department of Transportation (ODOT), Multnomah County, City of Milwaukie, Clackamas County, Oregon City, City of Gladstone, C-TRAN, Clark County, City of Vancouver, Southwest Washington Regional Transportation Council (RTC) and the Washington State Department of Transportation.

The agreements recognize Metro as the lead agency for the South/North Transit Corridor Study and the manager of all project funds. The agreements outline responsibilities and products assigned to the participating jurisdictions and the reimbursement that they will receive from the project through Metro.

FACTUAL BACKGROUND AND ANALYSIS

1. Priority Corridor Selection. In April, 1993, Metro Council and RTC adopted joint resolution 93-1784 which established the South/North Transit Corridor as the region's next priority for a high capacity transit (HCT) study. The priority corridor designation was the conclusion of Phase One of the I-205/Milwaukie and the I-5/I-205 Portland/Vancouver Preliminary Alternatives Analyses (Pre-AA).

2. Initiation of AA/DEIS. In June 1993, Metro submitted an application to the Federal Transit Administration (FTA) to advance the South/North Corridor into Alternatives Analysis and asked FTA to issue its notice of intent to publish an environmental impact statement for the South/North Corridor. The request separated the South/North Transit Corridor Study into two tiers: Tier I to narrow the range of alternatives to be studied in the Draft Environmental Impact Statement (DEIS) and Tier II to prepare the DEIS and to select a locally preferred alternative. Tier I was described as containing much of the work that had previously been included within Phases Two and Three of the Pre-AAs. FTA approved the *Preliminary Work Plan* in September 1993 and issued its notice of intent to publish a DEIS in the *Federal Register* in October 1993.

3. Funding the Study. Committed resources of \$8.4 million include approximately \$2.6 million in Federal E-4 funds, \$2.0 million in State of Oregon Lottery Funds, \$2.5 million in Washington State High Capacity Transit Account funds, \$.63 million in C-TRAN funds, \$.4 million in residual I-205/Milwaukie Pre-AA Federal funds, and over \$112,000 in local match from Oregon jurisdictions remaining from the Pre-AAs.

On May 5, 1994 the South/North Project Management Group (PMG) adopted a revised budget for the study totaling \$10,787,994. This budget includes all Tier I and II tasks as well as completion of an Action Plan for the I-205 Corridor.

4. Intergovernmental Agreements. All agencies and jurisdictions participating in the South/North Study, except the City of Gladstone and Oregon City, had Pre-AA IGAs with Metro that were effective through September 1993. Locally, work on the South/North Transit Corridor Study was initiated in July 1993 and was conducted using the Pre-AA IGAs that were extended through December 1993. Revenue IGAs between Metro and C-TRAN and Metro and ODOT were executed effective July 1993 and February 1994, respectively. Another IGA between Metro and WSDOT that provides for sharing the costs of funding the Expert Review Panel was executed in November 1993.

The proposed IGAs provides for the continuation of work on the South/North Study through the conclusion of Tier II and the selection of a locally preferred alternative in mid-1996. The IGAs are in compliance with the *South/North Work Plan* approved by the PMG on May 5, 1994. This *Work Plan* defines all the work elements and tasks needed to complete Tier I and Tier II of the study and defines the responsibilities and products assigned to each agency and jurisdiction for each task in the study. The *Work Plan* is the scope of work for each of the proposed IGAs.

Prior to the adoption of the new budget, Metro worked with each jurisdiction to identify only the essential tasks and expenditures needed to complete Tier I and II. This budget is broken down by each agency and major consultant contact and includes a five-percent contingency. Over \$500,000 in savings were identified and excluded from the adopted budget.

Further, the IGAs provide a mechanism for acknowledging the study's revenue shortfall of approximately \$2.4 million. Consistent with an approach approved by the South/North PMG on April 15, 1994, the IGAs approve a complete budget for each jurisdiction. For Tri-Met and Metro, the IGAs assure that 100% of all identified consultant contract obligations and Metro's existing IGA with WSDOT to fund support for the Expert Review Panel are funded. For all other expenses within the IGAs (e.g. staff, overhead, materials and unidentified services) Metro can ensure at this time that only 72.7% of those costs are funded.

Under the PMG's approach and described within the IGAs, following the conclusion of the Action Plan for the I-205 Corridor (approximately September 1994) Metro and the jurisdictions will prepare a funding plan to cover the \$2.4 million revenue shortfall and submit it to the PMG for approval. Additional funding sources include the State of Oregon, the State of Washington, Federal E-4 grants and contributions from local jurisdictions.

Table I below identifies the budgets for each jurisdiction's proposed IGA, consistent with Attachment A (the total revised study budget as adopted by the PMG). Attachment B provides an example of the contract language consistent with all new IGAs with slight modifications for ODOT, Tri-Met, Oregon City and Gladstone.

Table I

Agency	Pre-AA IGA 7/1- 12/31/93	This IGA 1/1/93-3/31/96	Total 7/1/93-3/31/96	Funded Portion of Total
Tri-Met	\$224,878	\$1,099,990	\$1,324,868	\$963,165
Tri-Met Engineering Consultant		\$1,200,000	\$1,200,000	\$1,200,000
City of Portland	\$10,000	\$199,000	\$209,000	\$151,941
ODOT	\$22,072	\$248,919	\$270,991	\$197,008
Multnomah Co.	\$2,838	\$33,158	\$35,996	\$26,169
City of Milwaukie	\$7,608	\$111,200	\$118,808	\$86,372
Clackamas Co.	\$18,021	\$98,317	\$116,338	\$84,577
Oregon City	\$7,287	\$53,301	\$60,588	\$44,047
Gladstone	\$750	\$22,300	\$23,050	\$16,757
Port of Portland	\$10,854	\$25,000	\$35,854	\$26,065
C-TRAN	\$41,521	\$541,426	\$582,947	\$423,796
Clark Co.	\$15,920	\$72,420	\$88,340	\$64,222
City of Vancouver	\$3,002	\$110,006	\$113,008	\$82,156
RTC	\$16,246	\$520,000	\$536,246	\$389,845
WSDOT Clark Co.	\$2,216	\$36,360	\$38,576	\$28,044

Note: Gladstone and Oregon City IGAs would be effective 7/1/93-3/31/96. Port of Portland IGA would be an extension of the Pre-AA IGA

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 94-1960.

PLANNING COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 94-1960 AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE FOURTEEN (14) MULTI-YEAR INTERGOVERNMENTAL AGREEMENTS FOR THE SOUTH/NORTH AA/DEIS PROJECTS

Date: May 23, 1994

Presented By: Councilor Monroe

Committee Recommendation: At the May 19, 1994 meeting, the Planning Committee voted 5-0 to recommend Council adoption of Resolution No. 94-1960. Voting in favor: Councilors Kvistad, Gates, Monroe, Moore, and Washington. Absent: Councilors Gardner, Devlin, and McLain.

Committee Issues/Discussion: Andy Cotugno, Planning Director, presented the staff report. He explained that this action authorizes the execution of fourteen intergovernmental agreements between Metro and several local jurisdictions for the South/North AA/DEIS Projects. Metro will act as the lead agency for the South/North Transit Corridor Study and as project manager.

There was no committee discussion.