

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT**

Earthquake Ready Burnside Bridge Project

Portland Contract No 30007280

Multnomah County Contract No: DCS-IGA-E-12147-2020

This First Amendment (“First Amendment”) is an amendment to an intergovernmental agreement between City of Portland (City) and Multnomah County (County) for services for the Earthquake Ready Burnside Bridge Project (Project), dated December 19, 2019. This First Amendment is intended to replace the original agreement in its entirety. The Agreement, this First Amendment and any subsequent amendments (hereafter, referred to collectively as “Agreement”), are made pursuant to authority granted in ORS Chapter 190. The parties to this Agreement shall be referred to individually as “Party”, or collectively as “Parties.”

I. RECITALS:

- A. On or about December 19, 2019, the Parties entered into an Intergovernmental Agreement between the City and the County for tasks necessary to conduct a public planning process required under the National Environmental Policy Act (NEPA) rules (hereafter, NEPA Process) with respect to the proposed Project.
- B. In January 2021, the County released the Project Draft Environmental Impact Statement (DEIS) for a 45-day public comment period. City staff reviewed the DEIS and provided comments to the County as per the City responsibilities as outlined in the Agreement.
- C. On or about November 2, 2020, the Metro 2020 Get Moving Transportation Regional Investment Measure (RIM) was not supported by voters and failed. The RIM would have provided \$150M in construction funding for the Project. Without this funding, the County is conducting a process in coordination with City staff to analyze cost reduction options to reduce costs of the overall Project. The cost reduction process will add 12 months to the Project schedule and the cost reduction options will change the scope of the Project, resulting in the need for the County to produce and issue a Supplemental DRAFT Environmental Impact Statement (SDEIS). Development and review of the SDEIS will require additional time and resources from City staff that were not included in the original agreement. Accordingly, the Parties now desire to amend the Agreement to include additional Party responsibilities and additional compensation for additional City staff time and resources necessary for completion of the development and review of the SDEIS.
- D. The NEPA Process of the Project is designed to determine a Locally Preferred Alternative (LPA) by evaluating the potential impacts of rebuilding or rehabilitating the Burnside Bridge in order to withstand a Cascadia Subduction Zone Earthquake.
- E. Through the execution of this Agreement, both the City and County agree to participate in the Project Management Team (PMT) to oversee and manage the Burnside Bridge NEPA Process. The PMT is to be comprised of representatives of the County, the City of Portland, Metro, ODOT, Federal Highway Administration (FHWA) and the County's consultants.

- F. In furtherance of engaging the community in the NEPA Process, the County has empaneled a volunteer Community Task Force (CTF) comprised of individuals and representatives of entities impacted by the Project. The CTF will make recommendations to County on various aspects of the Project and City recognizes the importance of CTF participation in the Project.
- G. The City and County now desire to express in writing their cooperative roles in the NEPA Process for the Project.
- H. Should the Project proceed into design and construction phases after the NEPA Process is complete, this Agreement will be further amended to reflect new understandings and commitments.

II. THE PARTIES AGREE AS FOLLOWS:

- A. **TERM.** The term of this Agreement shall be from January 1, 2019 to December 31, 2022. A preliminary schedule is attached and incorporated as Exhibit A. The Preliminary schedule for the public planning process may be amended from time-to-time in writing by City and County Project Managers, so long as the end date of the Agreement is unchanged. An extension of the public planning phase and/or addition of Design and Construction phases will require an amendment of the term of this Agreement.
- B. RESPONSIBILITIES OF CITY.**
- 1. Designate a Project Manager for the Project. The City Project Manager will lead the involvement of all City Bureaus in the Project and will provide briefings to the elected officials and to the management of all appropriate City bureaus as needed throughout the NEPA Process. The City Project Manager will provide assistance in City budget development, monitoring, tracking, and billing for all City bureaus under this Agreement.
 - 2. City's Project Manager and appropriate City staff shall actively participate in meetings of the CTF and the PMT for the Project. City staff participating in the CTF and the PMT shall be prepared to respond to all inquiries regarding the areas of City responsibility and authority relating to the Project. City staff participating in the CTF and PMT shall also promptly advise City management of the current status of the NEPA Process and identify and promptly report to the CTF and PMT any potential conflicts or issues of concern perceived by the City with respect to the Project.
 - 3. City's Project Manager and appropriate City staff shall actively participate in public outreach meetings as requested by the County. City personnel participating in the public outreach meetings shall be prepared to respond to all inquiries from the public regarding City policies and regulations as they pertain to the on-going NEPA Process for the Project.
 - 4. The City's Project Manager shall attend and manage City staff participation in multiple Working Groups (WG) comprised of staff from appropriate City bureaus and partner agencies (see Exhibit B for list and description of Working Groups). The City shall advise the County of each City bureau participating in the WGs and the assigned individual(s) for each WG. The primary functions of the WGs are to: review and comment on the environmental analyses for the various Project alternatives and mitigation recommendations

Exhibit A

that may affect City infrastructure or operations; provide information and guidance regarding City policies and responsibilities; provide on-going Project status and updates within the City's management structure, and provide County with status of City efforts relating to the NEPA Process. WGs shall meet as necessary throughout the NEPA Process.

5. City's Project Manager shall coordinate internal inter-bureau communication and technical review of all NEPA-related methodology reports, analyses, written chapters and other documents, including conceptual bridge designs.
6. City personnel shall support County led public outreach effort by attending meetings as needed, evaluating comments and concerns as they arise, and assist in the development of responses.
7. City shall assist, as requested by the County, the County's consultant and Metro traffic analysis team in interpreting and using City-provided traffic volume data in NEPA required traffic engineering and operations analyses.
8. In addition to the terms in Section II.B., City also agrees to the bureau-specific responsibilities as provided in Exhibit C, and incorporated herein.

C. RESPONSIBILITIES OF COUNTY

1. The County, as owner of the Burnside Bridge and Project, agrees to serve as the Project Manager for the implementation of the NEPA Process.
2. County will lead, implement, and be responsible for developing all documentation as required under the NEPA Process.
3. As Project Manager of the NEPA Process, County will conduct all public outreach and management of the CTF.

D. COMPENSATION

1. The City's compensation for services provided under this Agreement are listed in Subsection 3 below and is based upon the staffing plan for the NEPA Process and SDEIS process contained in Exhibit D, Staffing Plan. City agrees to proceed in good faith under this Agreement and keep costs within the limits defined below, where possible. In the event any or all City bureaus' actual costs reach these maximum amounts, then the City shall be released from performing further services under this Agreement to the extent that the Parties fail to execute an amendment signed by authorized representatives.
2. County agrees not to withhold the timely approval of additional resources without cause, subject to available budget. Additionally, the Parties agree that line item budgets may be reallocated within this Agreement when approved by the City and County Project Managers, so long as the overall approved budget amount of this Agreement is not exceeded.
3. Estimated maximum costs for City Services. The services provided by the City and the costs to County under this Agreement shall not exceed the following unless the Parties execute an amendment signed by authorized representatives. Such services shall be provided on a

Exhibit A

reimbursable cost basis and are detailed as follows:

Portland Bureau of Transportation	\$1,584,689.00
Bureau of Environmental Services	\$39,363.00
Portland Water Bureau	\$72,146.00
Bureau of Planning and Sustainability	\$25,832.00
Portland Fire and Rescue	\$7,828.00
Bureau of Development Services	\$71,382.00
Parks and Recreation	\$188,033.00
Portland Bureau of Emergency Management	\$8,422

4. Total payments to the City will not exceed **\$1,997,696.00**.
5. **Method of Payment.** Subject to the limitations stated in this Agreement, County agrees to pay the City's actual costs identified in Exhibit D for the performance of the services required herein. The actual cost shall include direct salary costs, fringe benefits, direct non-salary costs, and general overhead to be determined as follows:
 - (a) Direct Salary Costs and Fringe Benefits. The cost of salaries, wages, and fringe benefits are determined as follows:
 - i. Actual time computed at the applicable hourly payroll rate and fringe benefits earned with actual time. The City's salary rates for any time period shall be as set out in the official City Compensation Plan or as amended by the City Council for the particular period.
 - ii. Charges in addition to Subsection (a) above for vacation, sick leave, holiday, jury duty, and bereavement leave are included in the overhead rates identified in Exhibit D.
 - iii. Direct Non-Salary. Those reasonable costs directly incurred in fulfilling the terms of this Agreement, including, but not limited to, reproduction, telephone long distance, equipment rentals, and purchase of outside services requested by Multnomah County.
 - iv. General Overhead. The Portland Office of Transportation and the Bureaus of Parks, Water, Environmental Services, and other bureaus as deemed necessary shall charge for general overhead as provided by Chapter 5.48 of the City Code.

6. Reimbursement shall be under the following terms:

- a) City shall bill County for the work under this Agreement as follows:
 - i. City shall submit invoices to County for actual work performed and Project related expenses incurred during the performance of this Agreement.
 - ii. Invoices must show the hours and dates worked, billing rates, and summarize the nature of work done. Expenses must be fully itemized. Only listed expenses will be reimbursed.
 - iii. Subsequent to the execution of the Agreement, invoices will be submitted to the County on a monthly basis and not more than 90 days after the work is

performed and the expense is incurred by the City.

- iv. Subsequent to the execution of the Agreement, invoices for work performed during the term stated in Section II.A and prior to the execution of the Agreement will be submitted to the County not more than 60 days after the execution of the Agreement.

b) County will reimburse the City for the following expenses:

- i. City's purchases of specialized reference material or informational material required to complete the deliverables under this Agreement, with receipts.
- ii. The actual, reasonable costs incurred by the City for mailing, copying, or delivering documents, electronic media, or similar records required for the performance of this Agreement, with receipts.
- iii. Travel and per diem costs incurred for required travel outside of the greater Portland metro area; reimbursement in accordance with County reimbursement rates and procedures, including receipts.

E. **TERMINATION.** This Agreement may be terminated by either party upon 60 days' written notice.

F. **TERMINATION FOR CONVENIENCE.** The City or County may terminate this Agreement in whole or in part at any time by written notice to the other party. In the event of such termination, County shall pay the City's costs, including any costs necessarily incurred by the City in terminating its work. The City promptly shall submit its termination claim to be paid by the County. If either party has any property in its possession belonging to the other party (Owner), the party having possession will account for it and dispose of it in the manner as the Owner directs.

G. **TERMINATION FOR DEFAULT.** If the City fails to perform in the manner called for in the Agreement, or if the City fails to comply with any other provisions of the Agreement, County may terminate this Agreement for default after providing the City an opportunity to cure the default or after the process for Issue Resolution described in Section Q. Termination for default shall be effected by serving a notice of termination in writing on the City, setting forth the manner in which the City is in default and providing the City a reasonable time of not less than thirty (30) days to cure, or to undertake to cure if the cure would take longer than thirty (30) days, the failure to perform in the manner called for in the Agreement. The City will be paid only the Agreement price for authorized services performed prior to termination in accordance with the manner of performance set forth in this Agreement.

If it is later determined by County that the City has an excusable reason for not performing, such as a strike, fire, flood, or events which are not the fault of, or are beyond the control of the City, the County shall establish a new performance schedule, and allow the City to continue to work, or treat the termination as a termination for convenience.

In the event the County fails to pay the City for its services provided under this Agreement, such failure shall be deemed a material breach for which the City may seek any remedy available to it under the law, including but not limited to, termination of Agreement or suspension of services.

- H. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend, and hold harmless City from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees, and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, City shall indemnify, defend, and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of City, its officers, employees, and agents in the performance of this Agreement.
- I. **INSURANCE.** Each party shall each be responsible for providing workers' compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
- J. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this Agreement.
- K. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
- L. **ACCESS TO RECORDS.** Each party shall have access to the books, documents, and other records of the other party which are related to this Agreement for the purpose of examination, copying, and audit, unless otherwise limited bylaw.
- M. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this Agreement without the written consent of the other party.
- N. **SEVERABILITY.** If any term or provision of this Agreement shall be adjudged invalid or unenforceable, such adjudication shall not affect the validity of enforceability of the remainder of the Agreement, which remaining terms and provisions shall be valid and be enforced to the fullest extent permitted by law.
- O. **NOTICES AND DESIGNATED PROJECT MANAGERS:**

- 1. The County designates Megan Neill as the County Project Manager. Megan Neill's address, phone number, and e-mail address are as follows:

Megan Neill, PE
Engineering Services Manager
Multnomah County Transportation Division – Bridges
1403 SE Water Ave
Portland, OR 97214
Phone: 503-988-0437
megan.neill@multco.us

- 2. The City designates Patrick Sweeney as the City Project Manager. Patrick Sweeney's address, phone number, and e-mail address are as follows:

Patrick Sweeney, PLA, AICP, LEED AP
Project Manager
City of Portland Bureau of Transportation

1120 SW 5th Ave., Suite 800
Portland, OR 97204
Phone: 503-823-4829
Patrick.sweeney@portlandoregon.gov

3. Official communication regarding this Agreement shall be via e-mail or writing to the above-named persons or their designees. Designated contacts may only be changed upon written notice to the other party.
- P. **FUNDS AVAILABLE.** In the event that funds cease to be available to County in the amounts anticipated for the Earthquake Ready Burnside Bridge Project and this Agreement, County may terminate or reduce the scope of services to be provided and contract funding accordingly.
- Q. **ISSUE RESOLUTION.** In the event of any issues or disputes between the City and County, it is understood by both Parties that the dispute shall be referred to resolution as follows:
1. Refer the dispute to the City Project Manager and County Project Manager, who shall make a good faith effort to resolve it;
 2. If unresolved, refer it to the PBOT Manager of Policy, Planning and Projects and County's Transportation Services Manager;
 3. If unresolved, refer it to the PBOT Director and the County's Transportation Director for resolution.
 4. If unresolved, refer it to the City's Commissioner-in-Charge and the County's Director of the Department of Community Services.
 5. Any dispute that is not resolved in accordance with the above-referenced process shall be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the Parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediation shall take place in Portland, Oregon. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. The mediator's fees and costs shall be borne equally by the Parties. In the event mediation is unsuccessful, the Parties are free to pursue any legal remedies that may be available.

In the event of the issues or disputes relating to facilities owned and maintained by City bureaus other than PBOT, the corresponding Bureau Manager, Bureau Director, and/or Commissioner-in-Charge will participate in resolving the issue (starting at the second level set forth above).

R. **THIS IS THE ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties. This Agreement may be modified or amended only by written agreement of the Parties and in accordance with all terms of Agreement.

MULTNOMAH COUNTY, by and through
its elected officials

CITY OF PORTLAND

By Deborah Kafoury, Chair
Board of County Commissioners

By: _____

Commissioner in Charge

Date _____

Date _____

MULTNOMAH COUNTY

APPROVED AS TO FORM

By _____
Jamie Waltz, Director
Department of Community Services

By _____
City Attorney

Date _____

Date _____

REVIEWED:

Jenny M. Madkour, COUNTY ATTORNEY
MULTNOMAH COUNTY OREGON

By: Courtney Lords
Assistant County Attorney

Date: 11/8/21 via Email

Exhibit A

Earthquake Ready Burnside Bridge Project

List of Exhibits

Exhibit A: Preliminary Schedule

Exhibit B: List of Working Groups

Exhibit C: City of Portland Bureau Responsibilities

Exhibit D: City of Portland Staffing Plan



Project Overview

Schedule

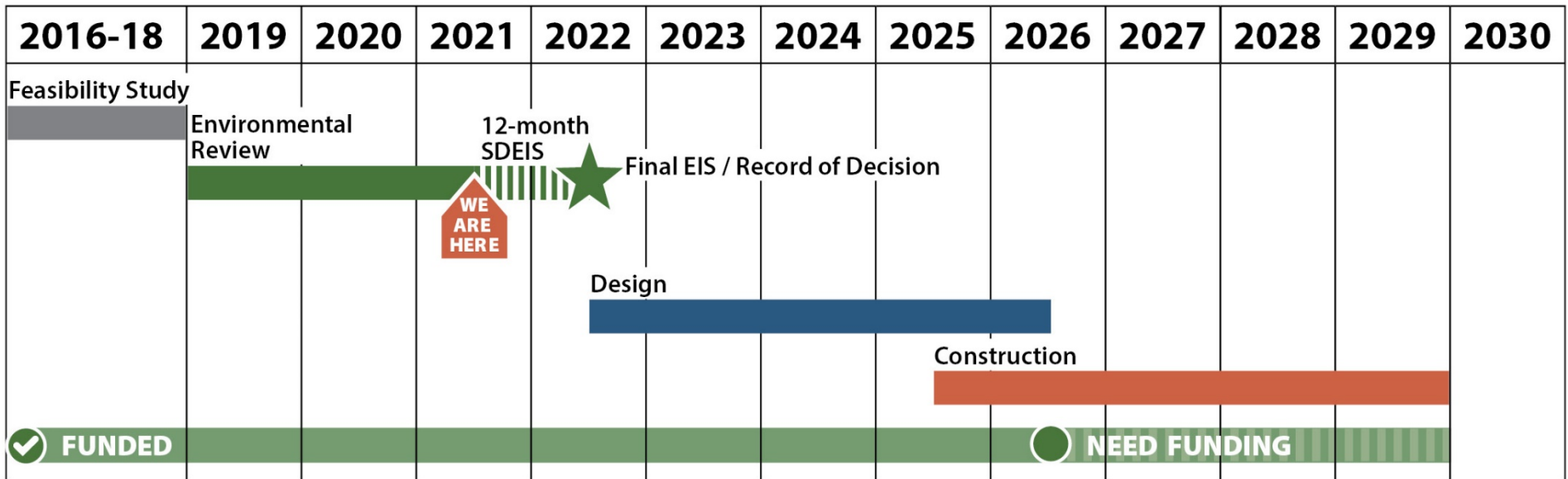


Exhibit B: List of Working Groups

EQRB Working Groups	
NAME	OBJECTIVE
Roadway / Transit (Motorized)	To provide early technical input on motorized design standards and preferences.
Multi-Modal	To provide technical input on the bridge uses, typical sections, and connections to the existing multi-modal networks.
Constructability / Estimating	To provide technical input on construction approach and cost estimates.
Transportation	To provide technical input on traffic analysis and planning.
Seismic	To provide early technical input on non-motorized design standards and preferences.
Natural Resources	To collect input from natural resource regulatory agencies that will or may have permitting authority on the project, so as to integrate permitting considerations in the DEIS and alternatives design.
Cultural Resources	To consolidate the coordination with and input from potential Section 106 consulting parties, as part of implementing the Section 106 process.
Definition of Alternatives (No-Build)	To provide input on the definition of the build and no-build alternatives.
Urban Design/Aesthetics	To inform early urban design and aesthetics considerations.
Emergency Management	To provide insight on Emergency Management plans, and technical needs (access, capacity, etc.).
Social Services	To provide insight on access, housing, shelter and service needs.
Diversity / Equity / Inclusion	To provide insight on diversity, equity and inclusion best practices and lessons learned amongst agencies. This group will also discuss how agency equity lenses are being applied to projects and insight on how to apply DEI best practices and an equity lens to the EQRB project.
City TAC	To conduct inter-bureau coordination on the key issues of the month.
Sustainability	To provide input on the projects sustainability approach and track progress of work plan.

City of Portland Bureau Responsibilities

City Services General. Each City bureau or agency with Code authority or other responsibility over the Project shall provide to the County the following services:

1. Supply copies of all available file data on all existing facilities as requested by County for the Project. The City has found the completeness and accuracy of this file information to be inadequate when used as the sole basis for NEPA planning/preliminary design purposes and recommends verification before incorporation into any technical analysis or planning documents. Any reliance on the data by County shall be at its own risk.
2. Review required revisions to and provide comments on the Project plans and documentation as provided for in this Agreement.
3. Cooperate fully with the City's Project Manager, County's Project Manager, and City and County designated representatives as reasonably necessary to assist in the timely and proper completion of the Project.
4. The City Bureaus listed below will provide services as described. In addition, the following services related to the Supplemental DEIS shall be provided, as necessary, by City staff:
 - (a) Assist County to identify, analyze, revise, refine, select, document and provide comments on Project alternatives to be evaluated in the SDEIS.
 - (b) Participate in review of SDEIS and project NEPA process.

Portland Bureau of Transportation ("PBOT").

1. Capital Delivery Division (CDD). Under the coordination of the City's Project Manager, PBOT CDD shall provide services as described below:
 - (a) Act as the lead City agency in carrying out the City's obligations and exercising the City's rights under this Agreement.
 - (b) Provide as necessary, services of the City's Project Manager and other positions as identified in the Agreement.
 - (c) Assist in and coordinate all document, technical analysis and plan reviews, including structures.
 - (d) Assist in resolution of all preliminary design and permitting issues.
 - (e) Coordinate and track compliance with all City permits.
 - (f) Oversee City Staffing Plan development, and work with City Bureau leads in monitoring, tracking, and billing. Prepare budget status reports as required.
 - (g) Assist County in coordinating the identification and evaluation of impacts to all publicly owned utilities.

- (h) Assist with Project briefings to the City Council and various commissions (for example, Design Commission, Historic Landmarks Commission, and Planning and Sustainability Commission), as well as City freight, pedestrian and bicycle advisory committees as required.
2. Right of Way Programs & Permitting (RWPP). RWPP shall provide services as described below:
- (a) Provide necessary staffing and support services for the right-of-way evaluation of parcels to be owned or controlled by the City upon completion of bridge construction.
 - (b) Review, require revisions to, and provide comments for any property rights anticipated to be transferred to the City after the Project.
 - (c) Assist County with any necessary right of way vacations or transfers needed for the Project.
3. Traffic Design Section (TDS). Under the coordination of the City's Project Manager, TDS shall provide services as described below:
- (a) Review, require revisions to, and provide comments on analyses for traffic control performed as part of the planning and preliminary design efforts.
 - (c) Provide necessary staffing and support services to cover the City's involvement in Transit Signal Priority (TSP), signal, phasing, and timing evaluation.
 - (d) Review, require revisions to, and provide comments for all pavement markings, traffic signs, and other work affecting vehicular, bicycle and pedestrian traffic within City right-of-way developed as part of the project development and Construction phases. Notify the City's Project Manager of all required revisions, for forwarding to County.
 - (e) Assist in resolution of all traffic related design and anticipated construction issues.
 - (f) Participate in the development of construction phasing plans for incorporation into construction documents.
4. Civil Design Section (CDS). Under the coordination of the City's Project Manager, CDS shall provide services as described below:
- (a) Review, require revisions to, and provide comments on analyses for civil design performed as part of the planning and preliminary design efforts.
 - (b) Provide necessary staffing and support services to cover the City's involvement in identification and evaluation of utility coordination and relocation.
 - (c) Review, require revisions to, and provide comments on plans for civil improvements and new facilities. Notify the City's Project Manager of all

required revisions, for forwarding to County.

5. Signals & Street Lights. Under the coordination of the City's Project Manager, shall provide services as described below:
 - (a) Assign a signals engineer and street lighting engineer for all work performed under this Agreement, and coordinate all work, budget and information covered under this Agreement with the City's Project Manager.
 - (b) Review and comment on preliminary design plans and analyses for all traffic signaling devices and other work affecting vehicular, bicycle and pedestrian traffic within City right-of-way. Notify the City's Project Manager of all required revisions, for forwarding to County.
 - (c) Provide necessary staffing and support services to cover the City's involvement in evaluation of Transit Signal Priority (TSP) signal, phasing, and timing.
 - (d) Review, require revisions to, and provide comments on plans for all City street lighting facilities, as needed. Notify the City's Project Manager of all required revisions, for forwarding to County.
 - (e) Participate in the development of preliminary phasing plans for operations during construction phase.
 - (f) Evaluate proposed traffic signal modifications and signal activation/deactivation as required by County, the City.
 - (g) Evaluate proposed traffic signal modifications and signal activation/deactivation as required by County, the City.
 - (h) Review and provide comments on traffic signal timing plans as needed for preliminary design.
6. Bridges and Structures Section. Under the coordination of the City's Project Manager, Bridges and Structures Section shall provide services as described below:
 - (a) Review, require revisions to, and provide comments on analyses for structural design performed as part of the planning and preliminary design efforts.
 - (b) Provide necessary staffing and support services to cover the City's involvement in identification and evaluation of structural elements of the bridge planning and preliminary design.
 - (c) Review, require revisions to, and provide comments on plans for structural engineering improvements and bridge/retaining wall facilities, including impacts to existing and proposed future City facilities. Notify the City's Project Manager of all required revisions, for forwarding to County.
7. Portland Streetcar. Under the coordination of the City's Project Manager, Portland

Streetcar Section shall provide services as described below:

- (a) Review, require revisions to, and provide comments on analyses for streetcar design and operations performed as part of the planning and preliminary design efforts.
 - (b) Provide necessary staffing and support services to cover the City's involvement in identification and evaluation of issues and discussions related to Portland Streetcar.
8. Planning Division. Under the coordination of the City's Project Manager, the Transportation Policy & Planning Division shall provide services as described below:
- (c) Assign modal coordinator/point of contact for work performed under this Agreement, and coordinate all work, budget and information covered under this Agreement with the City's Project Manager.
 - (d) Review and comment on plans for traffic and other work affecting bicycle, pedestrian, freight and accessible (ADA) traffic within City right-of-way. Notify the City's Project Manager of all required revisions, for forwarding to County.
 - (e) Transportation Demand Modeling
 - a. Prepare an in-depth Transportation Demand Model Analysis, specifically including the following:
 - i. A forecast of travel demand conditions using computer modeling for the Burnside Bridge, its approaches, and its nearby neighborhoods. A variety of scenarios may be investigated to support the screening of alternatives during the NEPA process, including replacement, rehabilitation and/or no-build alternatives; alignment alternatives; approach alternatives; and construction phasing and detour alternatives. City shall be prepared to respond as directed by the County with respect to any of the various alternatives proposed for analysis herein, up to four alternatives with minor refinements.
 - ii. A detailed macro-level auto model of the project area, using Metro's base model data for the years 2015 and 2040.
 - iii. A subdivision of Metro's traffic analysis zones to a finer level of detail as directed by the County to suit project needs.
 - iv. A completed model calibration for project sub-area comparing model assignments against traffic counts.
 - v. A completed model of the 2015 and 2040 no-build base for the AM and PM 2-hour periods.
 - vi. As directed by the County, a model for future (year 2040)

alternatives for the AM and PM 2-hour periods.

- vii. The following data for all base and alternative models: 1) AM/PM auto traffic link volumes, 2) assigned turning volumes at a few selected key intersections with LOS evaluations (question from Ning: the LOS evaluation require Synchro operational analysis, macro level demand model will not provide LOS), and 3) select link volumes and its origin- destination information.
- viii. The City shall provide the completed computer model network to the County.
- ix. The City is not responsible for modeling tolling alternatives.
- x. City shall assist, as requested by the County, the County's consultant and Metro traffic analysis team in interpreting and using City-provided traffic volume data in NEPA required traffic engineering and operations analyses.

Bureau of Environmental Services ("BES"). Under coordination with the City's Project Manager, BES shall provide services as described below:

1. Assign a single Project Coordinator/point of contact for all proposed new sewer and sewer relocation work identified under this Agreement, and coordinate all said work, budget and information under this Agreement with the City's Project Manager.
2. Assign a single Project Coordinator as the point of contact for all work related to coordination with the City's "Stormwater Management" Manual.
3. Review and provide comments on preliminary engineering plans for all storm, sanitary, combined sewerage and stormwater management facilities. Notify the City's Project Manager of all required revisions, for forwarding to County.

Portland Water Bureau ("PWB"). Under the coordination of the City's Project Manager, PWB shall provide services as described below:

1. Assign a single Project Coordinator/point of contact for all work performed under this Agreement, and coordinate all work, budget and information under this Agreement with the City's Project Manager.
2. Assist County in completing the preliminary design of any water system relocations and improvements, or any Betterments, by working with County.
3. Review and provide comments on all preliminary project plans. Notify the City's Project Manager of all required revisions, for forwarding to County.
4. Provide engineering assistance and work with County to manage the preliminary design of water system relocation, improvements, and Betterments included in the Project.

Bureau of Parks and Recreation ("Parks"). Under the coordination of the City's Project Manager, Parks' planning and capital projects development, and forestry section shall provide services as described below:

1. Assign a single Project Coordinator/point of contact for all work performed under this Agreement, and coordinate all work, budget and information under this Agreement with the City's Project Manager.
2. Coordinate project planning and analysis work with the City's operation and maintenance staff for City park facilities.
3. Review and provide comments on potential and identified impacts, evaluation of impacts, proposed mitigation of impacts, planning documentation and preliminary design and engineering plans that impact operations and maintenance of City park facilities. Notify the City's Project Manager of all required revisions, for forwarding to County.
4. Review plans for proposed street tree removals and new street tree installations.
5. Review plans for proposed landscaping installation in City right-of-way.

Bureau of Development Services ("BDS"). Under the coordination of the City's Project Manager, BDS shall provide services as described below:

1. Assign a Project Coordinator/point of contact for all work performed under this Agreement, and coordinate all work, budget and information under this Agreement with the City's Project Manager.
2. Assist in the identification of all Project elements located within City limits and outside of City right-of-way requiring a land use approval or building permit.

Bureau of Planning and Sustainability ("BPS"). Under the coordination of the City's Project Manager, Bureau of Planning and Sustainability shall provide services as described below:

1. Assign a single Project Coordinator/point of contact for all work performed under this Agreement, and coordinate all work, budget and information under this Agreement with the City's Project Manager.
2. Assist in the development of urban design concepts, bridgehead area planning, and conceptual bridge designs.
3. Review plan documents for consistency and coordination with the planning for the Central Portland Plan and Portland Plan, including potential changes to zoning codes, urban design plans, and district plans.

Portland Fire and Rescue ("PFR"). Under the coordination of the City's Project Manager, shall provide services as described below:

1. Assign a single Project Coordinator/point of contact for all work performed under this

Agreement, and coordinate all work, budget and information under this Agreement with the City's Project Manager.

2. Review preliminary plan documents and technical analyses for coordination with the City's provision of fire response and emergency services

Portland Bureau of Emergency Management ("PBEM"). Under the coordination of the City's Project Manager, Portland Bureau of Emergency Management shall provide services as described below:

1. Assign a single Project Coordinator/point of contact for all work performed under this Agreement, and coordinate all work, budget and information under this Agreement with the City's Project Manager.
2. Review preliminary plan documents and technical analyses for coordination with the City's provision of emergency management services

Additional Support Services by City Bureaus.

1. Review and approve the portions of monthly progress payments related to work that is to be reimbursed by the City.
2. Coordinate with County regarding current and planned project activities as they impact adjacent properties and businesses.

City Staff. City shall assign the following personnel to the Project:

1. The City Project Manager
2. City Project Engineer(s)
3. City Project Planner(s)
4. Traffic Engineer(s)
5. Structural Engineer(s)
6. Bureau Project Coordinators for PWB, BES, BPS, BDS, Parks, and PFR

Exhibit D: City of Portland Staffing Plan

EQRB Staffing IGA EXHIBIT D

Earthquake Ready Burnside Bridge	SDEIS TOTAL	Original DEIS-FEIS Budget	NEPA TOTAL
City of Portland Bureau Budget Summary	April 2021 to April 2022	Jan 2019 to Dec 2021	Jan 2019 to December 2022
Portland Bureau of Transportation	\$ 386,469.45	\$1,198,220.00	\$1,584,689
Bureau of Environmental Services	\$ 16,248.17	\$23,115.00	\$39,363
Portland Water Bureau	\$ 15,641.96	\$56,504.00	\$72,146
Bureau of Planning and Sustainability	\$ 13,014.43	\$12,818.00	\$25,832
Portland Fire and Resecue		\$7,828.00	\$7,828
Bureau of Development Services	\$ 19,264.00	\$52,118.00	\$71,382
Bureau of Parks and Recreation	\$ 49,166.30	\$138,867.00	\$188,033
Portland Bureau of Emergency Management		\$8,422	\$8,422
Total	\$ 499,804	\$ 1,497,892	\$1,997,696

Exhibit D: City of Portland Staffing Plan

EQRB Staffing IGA EXHIBIT D

Earthquake Ready Burnside Bridge PBOT - Transportation Budget 8/26/2021	DEIS-FEIS Jan 2019 to Dec 2021			SDEIS April 2021 to April 2022			Amend # 1 NEPA TOTAL
	hours	rate *	total	Hours	rate *	Total	Jan 2019 to Dec 2022
PBOT - Staff							
Major Projects Partnerships							
MPP Manager	696	119.70	83,311	160	126.99	\$ 20,158.40	\$ 103,469.60
Patrick Sweeney	1820	102.12	185,858	398	102.12	\$ 40,602.91	\$ 226,461.31
Mimi Phillips	688	62.88	43,261	108	62.88	\$ 6,791.04	\$ 50,052.48
Engineer II	506	89.16	45,115	528	89.16	\$ 47,040.82	\$ 92,155.78
Materials and Services			5,000	0			\$ 5,000.00
Major Projects Partnerships Subtotal	3710		\$ 382,648	1198		\$ 114,693.17	\$ 477,138.17
Equity and Inclusion							
Irene Marion	74	93.07	6,888				\$ 6,887.54
Materials and Services			5,000				\$ 5,000.00
Equity and Inclusion Subtotal	74		\$ 11,888				\$ 11,887.54
Transportation Planning							
Mauricio Leclerc	92	101.50	9,338	47	101.50	\$ 4,790.80	\$ 14,128.80
Ning Zhou	144	89.93	12,950	105	89.93	\$ 9,442.65	\$ 22,392.57
Roger Geller	192	89.02	17,092	93	89.02	\$ 8,278.86	\$ 25,370.70
Michelle Marx	146	89.02	12,997	85	89.02	\$ 7,566.70	\$ 20,563.62
Lisa Strader				81	93.23	\$ 7,551.63	\$ 7,551.63
April Bertelson	204	94.44	19,266	81	94.44	\$ 7,649.64	\$ 26,915.40
Robert Hillier	138	89.02	12,285				\$ 12,284.76
Mark Lear				21	112.31	\$ 2,358.51	\$ 2,358.51
Denver Igarta	60	106.73	6,404	42	106.73	\$ 4,482.66	\$ 10,886.46
Materials and Services			5,000				\$ 5,000.00
Transportation Planning Subtotal	740	488	96891	778		\$ 62,121.46	\$ 147,462.46
Traffic Design							
Wendy Cawley	336	109.76	36,879	26	109.76	\$ 2,809.86	\$ 39,689.22
Jamie Jeffrey	78	124.89	9,741	38	124.89	\$ 4,695.86	\$ 14,437.28
Materials and Services			5,000	0			\$ 5,000.00
Traffic Design Subtotal	414		\$ 61,621			\$ 7,606.72	\$ 69,128.60
Civil Design							
Anthony Buczek				168	95.28	\$ 16,007.04	\$ 16,007.04
Linda Williams	194	109.77	21,295				\$ 21,295.38
Kim Roske	92	121.33	11,162				\$ 11,162.36
Materials and Services			5,000				\$ 5,000.00
Civil Design Subtotal	288		\$ 37,468			\$ 16,007.04	\$ 63,484.78
Bridges and Structures							
Cameron Glasgow	226	124.62	28,164	52	124.62	\$ 6,480.24	\$ 34,644.36
Manchi Lal	122	104.54	12,754	81	108.71	\$ 8,805.51	\$ 21,559.39
Materials and Services			5,000				\$ 5,000.00
Structures Subtotal	348		\$ 46,918			\$ 15,286	\$ 61,203.76
Right of Way							
Dave McEldowney	64	108.77	6,961	40	108.77	\$ 4,350.80	\$ 11,312.08
Materials and Services			5,000				\$ 5,000.00
Right of Way Subtotal	64		\$ 11,961			\$ 4,361	\$ 16,312.08
Portland Streetcar							
Erick Moe				36	106.45	\$ 3,832.20	\$ 3,832.20
Katherine Levine	42	135.54	5,693				\$ 5,692.68
Materials and Services			5,000				\$ 5,000.00
Portland Streetcar Subtotal	42		\$ 10,693			\$ 3,832	\$ 14,624.88
Signals and Streetlights							
Charles Radosta	38	122.82	4,667				\$ 4,667.16
Mark Haines	136	109.77	14,929				\$ 14,928.72
Lisa Elbert	96	109.77	10,538				\$ 10,537.92
Materials and Services			5,000				\$ 5,000.00
Signal and Streetlights Subtotal			\$ 36,134				\$ 36,133.80
PBOT SUBTOTAL			\$ 682,648			\$ 213,898	\$ 876,246
Overhead			\$ 636,870.72			\$ 172,773.32	\$ 708,444
Overhead Rate for PBOT (except BOM)	80.85%						
PBOT TOTAL			\$ 1,198,219.53			\$ 386,469	\$ 1,584,689
							\$ 1,584,688.98

* all wage rates include benefits and accrued leave

Exhibit D: City of Portland Staffing Plan

EQRB Staffing IGA EXHIBIT _D

Earthquake Ready Burnside Bridge Bureau of Environmental Services Budget 8/26/2021	DEIS-FEIS Jan 2019 to Dec 2021 PBOT Project # T00890.V42			SDEIS April 2021 to April 2022 PBOT Project # T00890.V42			Amend #1
							NEPA Total
	BES Staff	hours	rate *	Total	hours	rate *	Total
Dave Nunamaker	130	\$ 76.16	\$ 9,900.80	58	\$ 95.85	\$ 5,559.30	\$ 15,460.10
Melissa Brown				18	\$ 69.74	\$ 1,255.32	\$ 1,255.32
Nishant Parulekar	20	\$ 67.12	\$ 1,342.40	12	\$ 106.48	\$ 1,277.76	\$ 2,620.16
Daniel Jenkins	10	\$ 65.80	\$ 658.00	4	\$ 68.37	\$ 273.48	\$ 931.48
Materials and Services							
BES SUBTOTAL	160		\$11,901.20	92		\$ 8,366	\$ 20,267.06
Overhead			\$11,213.31			\$ 7,882	\$ 19,095.62
Overhead Rate for BES			94%		94.22%		
BES TOTAL			\$23,114.51			\$ 16,248	\$ 39,362.68

* Labor + Benefits + Leave Accrual
** BES Rate FY 2019 @ 94.22%

EQRB Staffing IGA EXHIBIT D

Earthquake Ready Burnside Bridge Portland Water Bureau Budget 8/26/2021	DEIS-FEIS Jan 2019 to Dec 2021 PBOT Project # T00890.V42			SDEIS April 2021 to April 2022 April 2021 to April 2022			Amend #1
							NEPA Total
	PWB Staff	hours	rate *	total	hours	rate *	Total
Mike Saling	156	\$290.08	\$ 45,252.48	44	\$290.08	\$12,763.52	\$58,016.00
Cherri Warnke	14	\$ 239.87	\$ 3,358.18	12	\$ 239.87	\$2,878.44	\$6,236.62
Civil Engineer	34	\$ 232.16	\$ 7,893.44				\$7,893.44
PWB SUBTOTAL	204		\$ 56,504	56		\$ 15,642	\$72,146.06
PWB TOTAL			\$ 56,504			\$ 15,642	\$72,146.06

* all wage rates include benefits, accrued leave and OH

EQRB Staffing IGA EXHIBIT D

Earthquake Ready Burnside Bridge Bureau of Planning and Sustainability Budget 8/26/2021 BPS Staff	DEIS-FEIS Jan 2019 to Dec 2021 PBOT Project # T00890.V42			SDEIS April 2021 to April 2022 PBOT Project # T00890.V42			Amend #1 NEPA Total Jan 2019 to Dec 2022
	hours	rate *	total	hours	rate *	Total	
	Rachel Hoy	50	\$77.00	\$ 3,850.00	28	\$109.24	\$3,058.72
J Caudill				16	\$ 107.69	\$1,723.04	\$1,723.04
Lora Lillard				28	\$ 117.28	\$3,283.84	\$3,283.84
Brandon Spencer-Hartle	30	\$ 64.52	\$ 1,935.60	10	\$ 109.24	\$1,092.40	\$3,028.00
Mark Raggett	42	\$ 77.00	\$ 3,234.00				\$3,234.00
Materials and Services							
BPS SUBTOTAL	122		\$ 9,019.60	82		\$ 9,158	\$18,177.60
Overhead			\$ 3,798.15			\$ 3,856.43	\$7,654.59
Overhead Rate for BPS		42%			42.11%		
BPS TOTAL			\$ 12,817.75			\$ 13,014	\$25,832.19

* all wage rates include benefits and accrued leave

EQRB Staffing IGA EXHIBIT D

Earthquake Ready Burnside Bridge Portland Fire and Rescue Budget 8/26/2021 PFR Staff	DEIS-FEIS Jan 2019 to Dec 2021 PBOT Project # T00890.V42				Amend #1 SDEIS April 2021 to December 2022			
	Hours	Rate *	Total	OH	Hours	Rate *	Total	OH
	Don Russ	65	\$ 60.38	\$ 3,924.70	\$ 1,295.15			
Corey Stanley	21	\$ 60.78	\$ 1,276.38	\$ 625.43				
Sean Whalen	9	\$ 50.32	\$ 452.88	\$ 253.01				
PFR SUBTOTAL	95		\$ 5,654	\$ 2,174				
Overhead Rate for PFR		Russ	Stanley	Whalen				
		33.00%	49.00%	56.00%				
PFR TOTAL				\$ 7,828				

* all wage rates include benefits and accrued leave

EQRB Staffing IGA EXHIBIT _D

Earthquake Ready Burnside Bridge Bureau of Development Services Budget 8/26/2021	DEIS-FEIS			SDEIS			Amend #1
	Jan 2019 to Dec 2021			April 2021 to April 2022			NEPA TOTAL
	PBOT Project # T00890.V42			PBOT Project # T00890.V42			Jan 2019 to Dec 2022
BDS Staff	hours	rate *	total	hours	rate *	Total	
Art Graves	456	93.79	42,768				\$ 42,768.24
Stacy Castleberry	80	100.79	8,063				\$ 8,063.20
Stephanie Beckman	9	142.99	1,287				\$ 1,286.91
Moaqan Steele				22	172.00	3784	\$ 3,784.00
Hillary Adam				40	172.00	6880	\$ 6,880.00
Crystle Cowen				24	172.00	4128	\$ 4,128.00
Kara Floravanti				8	172.00	1376	\$ 1,376.00
Jason Butler-Brown				18	172.00	3096	\$ 3,096.00
Materials and Services							
BDS SUBTOTAL	545		\$ 52,118	112		\$ 19,264	\$ 71,382.35
BDS TOTAL			\$ 52,118.35			\$ 19,264	\$ 71,382.35

* all wage rates include benefits and accrued leave and OH

EQRB Staffing IGA EXHIBIT D

Earthquake Ready Burnside Bridge Bureau of Parks and Recreation Budget 7/26/2019	DEIS-FEIS			SDEIS			Amend #1
	Jan 2019 to Dec 2021			April 2021 to April 2022			NEPA Total
	PBOT Project # T00890.V42			PBOT Project # T00890.V42			Jan 2019 to Dec 2022
PPR Staff	hours	rate *	total	Hours	rate *	Total	
Brett Horner	70	\$ 174.66	\$ 12,226.20	22	\$ 193.27	\$ 4,251.94	\$ 16,478.14
Tate White	336	\$ 119.99	\$ 40,316.64	194	\$ 136.39	\$ 26,459.66	\$ 66,776.30
Brandon Namm				52	\$ 124.19	\$ 6,457.88	\$ 6,457.88
Sandra Burtzos Fathizadeh	153	\$ 164.98	\$ 25,241.94	30	\$ 176.37	\$ 5,291.10	\$ 30,533.04
Ross Swanson	410	\$ 148.98	\$ 61,081.80	42	\$ 159.66	\$ 6,705.72	\$ 67,787.52
Materials and Services							
PPR SUBTOTAL	969		\$ 138,866.58	340		\$ 49,166	\$ 188,032.88
PPR TOTAL			\$ 138,866.58			\$ 49,166	\$ 188,032.88

* all wage rates include benefits and accrued leave and OH

EQRB Staffing IGA EXHIBIT D

Earthquake Ready Burnside Bridge Portland Bureau of Emergency Management 8/26/2021	DEIS-FEIS			DEIS-FEIS		
	Jan 2019 to Dec 2021			April 2021 to April 2022		
	PBOT Project # T00890.V42			PBOT Project # T00890.V42		
PBEM Staff	hours	rate *	total	hours	rate *	total
Jonna Papefthimiou	96	\$ 87.73	\$ 8,422.08			\$ -
PBEM SUBTOTAL			\$ 8,422			
PBEM TOTAL						\$ 8,422

* all wage rates include benefits. PBEM does not charge for accrued leave and overhead