

**Special Transportation Planning Study Agreement**  
**GCB 3555 Amendment No. 2**



This is Amendment No. 2 is between the Washington State Department of Transportation, hereinafter the “WSDOT,” and the City of Portland, hereinafter the “PLANNING AGENCY,” collectively referred to as the “Parties” and individually the “Party”.

WHEREAS, the Parties entered into Agreement GCB 3555 on September 25, 2021, hereinafter “Agreement”; and

WHEREAS, the provisions of Section 5.1, allows for changes to the Agreement, provided they are mutually agreed upon by the Parties in writing; and

WHEREAS, the Parties agree to add scope and funding, and modify the Agreement provisions for the continued work required for the Project; and

WHEREAS, the Program is jointly administered by the Oregon and Washington Departments of Transportation. The COP will support the Program as a partner in completing work on the purpose and need, vision and values, range of alternatives, and scope for the Program. Primary tasks are:

- Update past planning and engineering work
- Develop design options for analysis
- Conduct analysis and screen options to define solution
- Re-evaluate proposed solution for the Program
- Conduct supplemental environmental analysis, publish SDEIS, FEIS, and secure ROD
- Conduct community engagement and outreach, project partner coordination and collaboration
- Start preliminary engineering and infrastructure design

NOW THEREFORE, pursuant to above recitals, and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof it is mutually agreed as follows:

The Parties agree to amend the Agreement, in accordance with Section 5 Modifications, to the Terms of Agreement:

- a. add new sections 1.3 and 3.4,
- b. delete section 6.3 entirely,
- c. modify sections 3.1 and 15.1, and
- d. add Exhibit C Scope of Work and Budget for the next phase of the Project.

as follows:

**1. The following sections are added to the Agreement:**

1.3 WSDOT considers PLANNING AGENCY to be a vendor under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction, although any federal fund received under this Agreement should not be reported as pass-throughs of federal funds to subrecipients in any audit report.

3.4 The PLANNING AGENCY shall submit to WSDOT no more than monthly and no less than quarterly all invoices, backup (FTE including payroll expenses – hours/rate/title, Admin, Overhead, etc., services, travel, other expenses, etc.), percentage of work complete, budget remaining, and progress report summaries of work performed by task to [ibrinvoicing@interstatebridge.org](mailto:ibrinvoicing@interstatebridge.org) and [frank.green@interstatebridge.org](mailto:frank.green@interstatebridge.org).

State Fiscal Year End Closure Requirements (RCW 43.88): Any claim for payment as a result of actual costs incurred on or before June 30 of any current STATE fiscal year shall be submitted to the proper STATE office no later than July 6 (six [6] calendar days following the close of the STATE's fiscal year), or the first business day after the July 4 holiday. Each STATE fiscal year closes on June 30. If the PLANNING AGENCY cannot provide an exact amount by that date, an estimate must be submitted by July 19 for the most probable invoice amount. The estimated invoice must be labeled "ESTIMATE". The STATE will accrue this estimated invoice amount. To release accrued amounts, a final invoice for the period accrued must be submitted as soon as all final payments are known. This requirement applies to invoices from the PLANNING AGENCY and all sub-consultants providing work under the Agreement and includes any direct expenses which apply to the final fiscal year invoice. Failure to comply with these requirements may delay, or cause denial of, payments for services rendered, at the sole discretion of the STATE.

**2. The following is deleted in its entirety:**

6.3 In accordance with 2 CFR Part 200 regulations, the Planning Agency is required to arrange for audit of funds expended.

**3. The following, which reads:**

3.1 WSDOT agrees to reimburse the Planning Agency's actual direct and related directly allocated per 2 CFR 200 Appendix VII (F) (3) costs of the Project. The maximum amount that WSDOT shall reimburse the Planning Agency shall not exceed the "Total Amount Authorized", as indicated in Exhibit A. Payment by task shall be made as set forth in Exhibit "A." All costs must be consistent with the Federal cost principles contained in 2 CFR, Part 225.

15.1 All equipment to be purchased under this Agreement shall be listed in the Scope of Work. All equipment must be purchased, managed, and disposed of in accordance with 2 CFR, Part 200.

**shall be deleted in its entirety and replaced with:**

3.1 WSDOT agrees to reimburse the Planning Agency's actual direct and related directly allocated per 2 CFR 200 Appendix VII (F) (3) costs of the Project. The maximum amount that WSDOT shall reimburse the Planning Agency shall not exceed the "Total Amount Authorized", as indicated in Exhibit A for January 1, 2021 through December 31, 2022 and in Exhibit C for January 1, 2023 through June 30, 2025.

15.1 All equipment to be purchased under this Agreement shall be listed in the Scope of Work.

4. Exhibit C Scope of Work and Budget for April 1, 2023 to June 30, 2025 work is hereby attached and incorporated by this reference.
5. All other terms and conditions of the Agreement (and Amendment No. 1) shall remain in full force and effect, except as modified by this Amendment No. 2.

This Amendment may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other parties are relying on its electronic or "PDF" signature.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 as of the party's date last signed below.

<b>City of Portland</b>	<b>Washington State Department of Transportation</b>
By:	By:
Printed: Mingus Mapps	Printed: Frank Green
Title: Commissioner of Transportation	Title: Assistant Program Administrator
Date:	Date:
<b>Approved as to Form City Attorney</b>	<b>Approved as to Form Washington State Department of Transportation</b>
By:	By: (not required)
Printed: Ken McGair	Printed:
Title: City Attorney	Title: WSDOT Assistant Attorney General
Date:	Date:

*(Remainder of this page left blank intentionally)*

**ROLES AND RESPONSIBILITIES**

City of Portland (“COP” or “City”) will provide staff to collaborate on and assist in key tasks for the Interstate Bridge Replacement (IBR) program (Program). This scope of work covers the time period from April 1, 2023, until June 30, 2025 with individual tasks following independent timelines. This Intergovernmental Agreement Amendment No 2 (IGA) will continue from the previous phase of program work and progress toward future phases that better define services related to the preliminary engineering, design, construction, and close-out and will be amended at each phase of the work as needed.

COP staff will provide high-quality, on-time contributions and requested deliverables to contribute to a program that is on schedule and provides for a buildable project.

The Program is jointly administered by the Oregon and Washington Departments of Transportation. The COP will support the Program as a partner in completing work on the SDEIS, SFEIS, ROD, and any other support needed for design, permitting, and pre-construction tasks undertaken during the lifetime of IGA, Amendment No 2.

**WORK ELEMENTS FOR WHICH CITY OF PORTLAND WILL BE COMPENSATED**

The tasks included in this section align with the work breakdown structure enacted by ODOT and WSDOT for the Program. Tasks include support and review as needed for:

- SDEIS (through 2023)
- SFEIS & ROD (though 2024)
- Permitting, design and pre-construction tasks (April 2023 – June 2025)
- Public Involvement support (April 2023 – June 2025)

The dates included above are target durations for estimating purposes and may adjust as the Program progresses.

The City of Portland will contribute staff time for Equity Advisory Group (EAG) participation and the sharing of information and data relative to the City's definition of equity with the program team. This work is anticipated to span all phases of work; future agreements will include more specific language regarding program-specific and community-based equity commitments.

The City of Portland will contribute staff time in developing and/or reviewing climate related elements of the project and sharing information related to City-specific climate plans. This work is anticipated to span all phases of work; future agreements will include more specific language regarding Program-specific climate commitments.

**1. PROJECT ADMINISTRATION**

City of Portland will assign a single point of contact for project coordination, called the COP IBR Lead. Communication may occur with any City staff as needed, especially with regular routine work or with immediate deadline tasks, but should generally be coordinated through the COP IBR Lead. COP IBR Lead will also be responsible for coordinating COP staff to develop task support and deliverables on time and to communicate to IBR staff about issues that may affect schedule, budget, or quality of work. COP IBR Lead will compile COP comments for individual tasks and work efforts when reviews are required simultaneously from multiple sources within the City.

COP staff will prepare for and participate in Program-related team meetings consistently during the Program, including monthly staff level group meetings, monthly Executive Steering Group meetings, Community Advisory Group meetings, and Equity Advisory Group meetings, Technical Work Sessions, Climate Work Group, Community Working Groups, Community Benefits & Workforce Agreements, and additional meetings as defined during the NEPA and Design phase of this Program. COP staff will regularly brief COP elected officials and leadership in preparation for Executive Steering Group meetings. COP will participate in Program teams and Program Working Groups as appropriate. Work under this task will include support for Program efforts including any needed support of expert review panels and intergovernmental relations.

The Portland Bureau of Transportation (PBOT) serves as the City's lead on the Program, with other City bureaus, including but not limited to: Bureau of Environmental Services (BES), Bureau of Development Services (BDS), Bureau of Planning & Sustainability (BPS), Portland Water Bureau (PWB), and Portland Parks and Recreation (PP&R) contributing professional expertise.

Staff:

- PBOT IBR leads, COP Bureau Task Manager(s)

Assumptions:

- Task duration will be from April 1, 2023 thru June 30, 2025
- Meeting attendance of an estimated 2 City task manager for the following meetings:
  - Staff Level Group –assume 12 meetings/calendar year
  - Task lead coordination meeting – assume up-to one meeting/week
  - Executive Steering Group – assume 12 meetings/ calendar year
  - Equity Advisory Group – Assume 12 meetings/ calendar year
  - SLG Work Sessions –assume 15 with technical staff covered in other sections of this scope
  - Other meetings as needed (listening sessions, etc.)

Deliverables:

- a. Oversee City staffing plan development and work with City Bureau leads in monitoring, tracking, and billing. Billing by invoice submitted to WSDOT no more than monthly and no less than quarterly, with the goal of submitting monthly or bi-monthly. Invoice will include brief description of work performed per outline to be provided by the IBR team.
- b. Committee attendance and meeting materials as needed; consolidated comments on documents and memos.
- c. Briefing of City executive(s) for Program related elements, including prior to Executive Steering Group Meetings.
- d. Assist Program team in providing project briefings to City Council and Commissioners (e.g., Design Commission, Historic Landmarks Commission, and Planning and Sustainability Commission as required).

## 2. PROJECT CONTROLS

City of Portland will communicate key schedule, budget, and other issues to support Project Controls. Time is also assumed for outreach support, schedule management, and supporting the project management plan.

Staff:

- City of Portland IBR Leads. Additional staff as needed and agreed to within budget scope per this Exhibit A-1.

Assumptions:

- None

Deliverables:

- Participation, communication, and overall support for program management as needed to ensure City of Portland's successful representation and implementation of agreed-upon Program outcomes.
- Report of staff expenditures with detail of work effort accompanying regular invoices submitted by City of Portland to WSDOT not more frequently than on a monthly basis or less frequently than every other month.

## 3. FINANCIAL STRUCTURES

City of Portland staff will engage in development, review, and monitoring as necessary in:

- a. A conceptual finance plan for design, construction, operations, and maintenance of project components;
- b. Tolling policy development, rate scenario reviews, and implementation scenarios;

- c. Tracking state, regional, and federal funding opportunities;
- d. Bi-state ownership structures and agreements;
- e. Assessment of economic impacts due to construction; and
- f. Additional financial structure issues as defined through the NEPA process.

Staff:

- City of Portland IBR Leads. Additional staff as needed and agreed to within budget scope per this Exhibit A-1.

Assumptions:

- None

Deliverables:

- Participation in development and review of financial structures as noted in Task 3 overview.

## 4. COMMUNICATIONS

IBR Program staff will lead all community relations functions and keep the COP IBR Leads and PBOT's Public Information Office (PIO) apprised of activities directly associated with COP. Program staff will strive to work as early as possible in planning media involvement directly associated with COP, and will coordinate with COP's IBR Lead and PIO. The Program staff will lead community, neighborhood, business, and property owner outreach. COP communications staff will coordinate with Program communications staff to align on Program communications, and align on Program activities and milestone communications. COP staff will provide support and staffing for public meetings and public outreach activities as applicable, including meetings with neighborhoods, property owners, and interest groups as needed and appropriate. COP staff will lead communications efforts with City Council Commissions and Advisory Committees. City of Portland staff will share as appropriate IBR Program communications through existing communications channels.

Staff:

- City of Portland IBR Leads. Additional staff as needed and agreed to within budget scope per this Exhibit A-1.
- COP Communications staff

Assumptions:

- Task duration will be from April 1, 2023 thru June 30, 2025
- Communication meetings occur as needed

- It is assumed that some outreach and communications activities related specifically to transportation planning, transit planning and engineering, roadway design and engineering, and environmental issues will be included in other sections of this scope.

Deliverables:

- Coordination and staffing as noted in Task 4 overview.

## 5. TRANSPORTATION PLANNING

The City of Portland work shall include:

- participate in continuation of analysis of IBR methods and assumptions for multimodal traffic data and analysis, assessment methods, post-processing of travel demand data, traffic operations, and safety.
- engage in review of guiding regulations, time periods and years analyzed for proposed enhancements within the project study area.
- coordinate with IBR project team to provide existing available data (volumes and safety data) to support the multimodal traffic operations and safety analysis.
- be actively involved in reviewing the performance of multimodal transportation operational models and will participate in providing comments to the IBR Team on revisions that may be required to address multimodal traffic operational issues.
- participate in the development and ongoing review of IBR land use assumptions, future year land use and transportation project list as best known based on current data, travel demand methodologies, and tolling assumptions for the Travel Demand Models used for the IBR Program.
- be actively involved in reviewing the performance of the Travel Demand Model and providing comments to the IBR team.
- participate in the development and application of screening criteria and measures of effectiveness for the IBR Program multimodal transportation analysis.
- participate in ongoing assessment of the multimodal alternatives for the IBR Program;
- participate in the review, analysis and screening of design options to determine their compliance with the City's transportation and land use policy and technical requirements and community needs and desires.
- be consulted to provide input to the IBR City Project Lead regarding planning recommendations for Task 5 Transportation Planning.
- COP staff will be involved in reviewing the performance of transportation operational models and will participate in providing comments to the Program team on revisions that may be required to address traffic operational issues to ensure the base case adequately reflects existing traffic operations.
- COP staff will assist in development and review of applicable transportation justice / disparity data collection and analysis.



Staff:

- City of Portland IBR Leads. Additional staff as needed and agreed to within budget scope per this Exhibit A-1.
- As appropriate, PBOT will provide project management, modal coordination/design, transportation planning and traffic demand management and modeling assumption and design services.
- As appropriate, BPS will provide land use, urban design, public health, and environmental justice impacts and assumptions services.
- As appropriate, BDS will provide input on land use reviews and permitting related to the Portland Zoning Code (Title 22) administered by BDS.
- As appropriate, BES will provide input on natural resources and stormwater management regulation and permitting.

The specific work listed under this Staff section for COP staff and bureaus is provided as assumptions for budgeting purpose. The work tasks are described above are laid out in more general topics for the scope of this IGA, which encompasses all of the specifics listed under this Staff section and closely related specific work.

Assumptions:

- Task duration will be from April 1, 2023 thru June 30, 2025

Deliverables:

- Support and review of Transportation Planning data and analysis as noted in Task 5.a - 5.1.

## 6. ENVIRONMENTAL

The City of Portland work shall include:

- a. City Task Manager will coordinate COP staff in the Program's environmental process to assisting in the development and/or review of the following activities:
  - Environmental impacts methodology and technical reports
  - NEPA reevaluations
- b. participate in all applicable meetings as defined through the NEPA phase of this Program, including but not limited to environmental technical report meetings and Section 106 consulting party meetings;
- c. engage in coordination of environmental compliance, inter-agency agreements, permitting strategy, and delivery;
- d. engage in other tasks as warranted through committee and work group meetings and through coordination with IBR environmental leads; and

- e. assemble and share comments through the City Lead as described under Task 1.

Staff:

- City of Portland IBR Leads. Additional COP regulatory and permitting staff (Transportation, Planning, Parks, Environmental Services, etc.) will participate in the review of preliminary environmental documents to determine their compliance with the City's transportation and land use policy and technical or environmental requirements.

Assumptions:

- Task duration will be from April 1, 2023 thru June 30, 2025.

Deliverables:

- Environmental data and documentation as noted in Task 6.a - 6.e.

## 7. TRANSIT PLANNING/ENGINEERING

The City of Portland work shall include:

- a. PBOT staff will participate on the Modeling and Transit Working Groups, or other applicable work groups as defined during the current phase, in the development, evaluation, and review of:
  - Transit alignment design
  - Station location placement and design
  - Multimodal accessibility to station/integration with urban context
  - Station area planning
  - Transit travel markets
  - Transit service plans, especially as applicable for access to City destinations
  - Travel demand forecasting methodology and results evaluation
  - Transit capacity analysis for yellow line in relation to IBR.
  - Selection of the transit option to proceed in the NEPA process
- b. COP staff will participate in Design Engineering and /or other applicable work groups as defined during NEPA phase of this program to review and assist with development of conceptual engineering of transit facilities, stations, park and rides, and any multimodal interfaces.

- c. COP staff will participate in the Modeling and/or other applicable work groups as defined during the NEPA phase of this program. Work includes helping develop and review of transit operational efficiency, overall operations, and to determine associated maintenance needs; and
- d. COP staff will review and assist with station area planning that includes coordination and review of studies related to land use and transportation opportunities/impacts assessment consistent with the level of analysis for initial and second level screening as indicated in the methods and assumptions document.

Staff:

- City of Portland IBR Leads. Additional staff as needed and agreed to within budget scope per this Exhibit A-1.

Assumptions:

- Task duration will be from April 1, 2023 thru June 30, 2025

Deliverables:

- None
- Transit planning and engineering data and documentation as noted in Task 7.a - 7.d

## 8. DESIGN ENGINEERING

The City of Portland work shall include:

- a. City staff will participate with Program staff in the development, review, application, and approval of project design criteria for potential future roadways or any other facilities under City jurisdiction.
- b. City staff will participate with Program staff in the development and review of project design options that will be advanced into screening.
- c. City staff will provide the Program team with information on natural resources and existing and planned storm water systems and provide review of natural resources and stormwater design criteria to be used for the project. Note the City has found the completeness and accuracy of this file information to be inadequate when used as the sole basis for design and construction purposes and recommends verification before incorporation into any final design. Any reliance on the data by the Program shall be at its own risk.
- d. City staff will provide the Program team with information on existing and planned City owned water and utility systems. The City will provide the Program team with any known private utilities that have been permitted in City public right-of-way. Note the City has found the completeness and accuracy of this file information to be inadequate when used as the sole basis for design and construction purposes and recommends verification before incorporation into any final design. Any reliance on the data by the Program shall be at its own risk.

- e. City staff will participate in the review of conceptual traffic management and construction staging concepts prepared for SDEIS impact analysis, FEIS, ROD and preliminary design/engineering phase, particularly as these plans affect existing or future streets, intersections, or multimodal transportation facilities or any other facilities under City jurisdiction.
- f. City staff will participate in the development and review of conceptual urban design plans led by the Program team. COP staff and Program staff will coordinate work necessary reviews by COP Design Commission.
- g. City staff will review and provide input on the conceptual alternative plan development and screening applying local and regional knowledge to provide feedback on elements to include highway, local streets, active transportation facilities, fixed guideway multimodal transportation facilities, and structures.
- h. City staff will provide input and review on conceptual cost estimates applying local and regional knowledge to provide feedback.
- i. COP staff will participate with IBR staff in the development and review of conceptual design plans and profiles of all multimodal transportation facilities and structures. COP staff will provide comments/feedback to the Program team to ensure that the project options respond to the COP's and the community's concerns about the potential impacts and opportunities with each of the project options.

Staff:

- City of Portland IBR Leads. Additional staff as needed and agreed to within budget scope per this Exhibit A-1.

Assumptions:

- Task duration will be from April 1, 2023 thru June 30, 2025

Deliverables:

- Design engineering data and documentation as noted in Task 8.a - 8.i.

## 9. MAJOR STRUCTURES

The City of Portland work shall include:

- a. participate with IBR staff in the development and review of design coordination for all major structures, inclusive of bridges, interchanges, underpasses, retaining walls, bridge abutments, columns, and other as defined through the SDEIS/FEIS/ROD/preliminary design and engineering process;
- b. engage in development and review of civil design efforts and operational requirements;
- c. engage in development and review of geotechnical components;

- d. engage in development and review of architectural options;
- e. engage in development and review of aesthetic and urban design strategies for the bridges, all major structural components; and
- f. participate with IBR staff in development and review of cost estimates, pricing, and phasing of construction packages for all major structures.

Staff:

- City of Portland IBR Leads. Additional staff as needed and agreed to within budget scope per this Exhibit A-1.

Assumptions:

- City of Portland standards and guidance will be used for all work on existing and proposed City-owned or maintained structures.

Deliverables:

- Data and documentation as noted in Task 9.a - 9.f.

## 10. PUBLIC AFFAIRS AND PARTNER RELATIONS

The City of Portland work shall include:

- a. participate in development and review of strategic engagement planning;
- b. participate with IBR staff in engagement with WA and OR legislative and Transportation Commission initiatives as needed;
- c. participate with IBR staff in engagement with WA and OR federal legislative representatives and federal executive agencies as needed;
- d. participate with IBR staff in development and review of Bi-State Legislative Committee engagement as needed;
- e. engage in and support briefings and tours of legislative and other officials as defined through the SDEIS, FEIS and ROD process;
- f. coordinate with IBR Communications to meet legislative directives and respond to elected officials as applicable; and
- g. engage in preparation and distribution of legislative session materials as needed, and provide support during sessions as appropriate.

Staff:

- City of Portland IBR Leads. Additional staff as needed and agreed to within budget scope per this Exhibit A-1.

Assumptions:

- None.

Deliverables:

- Data and documentation as noted in Task 10.a – 10g.

#### **EXHIBIT A-1: TASK BUDGET**

<b>Task</b>	<b>Description</b>	<b>April 1, 2023 - June 30, 2025 NTE</b>
1	Program Management	\$ 291,469.49
2	Program Controls	\$ -
3	Financial Structures	\$ 90,115.43
4	Communications	\$ 30,707.27
5	Transportation Planning	\$ 662,093.68
6	Environmental	\$ 809,615.65
7	Transit Planning/Engineering	\$ 405,695.21
8	Design Engineering	\$ 404,308.88
9	Major Structures	\$ 228,807.78
10	Public Affairs (PA) & Partner Relations	\$ 51,937.07
	<b>Total Amount Authorized</b>	<b>\$ 2,974,750.47</b>