

SPECIAL TRANSPORTATION PLANNING STUDY AGREEMENT

Between

The PORT OF VANCOUVER USA

And

The STATE OF WASHINGTON

Department of Transportation

GCB 3541

This Agreement, made and entered into between the State of Washington, Department of Transportation, hereinafter called "WSDOT", and the Port of Vancouver USA, a Washington municipal corporation, hereinafter called the "Planning Agency;" hereinafter referred to individually as the "Party" and collectively as the "Parties."

RECITALS

1. WSDOT and ODOT have entered into a partnership for the I-5 Bridge Replacement Program, hereinafter called the "Program". The WSDOT/ODOT partnership is detailed in the executed *Funding and Administration Agreement for initial Project management, Organization and Staffing, Environmental Analysis, and Preliminary Engineering*, hereinafter called the "Interstate Agreement," ODOT Misc. Contracts and Agreements No. 34096 and WSDOT Agreement No. GCB 3342, which includes a requirement that equal funding be provided by WSDOT and ODOT for Program expenditures; and
2. The Interstate Agreement defines a leadership TEAM that consists of the Program Administrator and at least one designated employee from WSDOT and ODOT that together manage the Program as a bi-state team making decisions following federally accepted laws and procedures along with individual state laws for contracting, and the engineering consultant, contracted by WSDOT, agreement number Y-12435, functionally reports to the TEAM; and
3. The leadership TEAM, in consultation with the Planning Agency, recognize the need for the transportation planning project contemplated by this Agreement, which is briefly described as the Planning Agency's staff-level consultation with the leadership TEAM in the areas of Program alternatives analysis, and transportation planning, coordination of Program community messaging, and Program impacts to Planning Agency's property (Project); and
4. The leadership TEAM has determined that the Project is necessary to implement the Program; and
5. It is deemed in the best interest of WSDOT and ODOT to equally participate in funding the Project as the Project work is for the mutual benefit of local and state roadway planning in the area of the Project; and
6. WSDOT and the Planning Agency now wish to define WSDOT and the Planning Agency's respective responsibilities for performance of the Project contemplated by this Agreement.

Now Therefore, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, covenants, conditions, and performances contained herein, and the attached Exhibit A and Exhibit B, that are incorporated herein by this reference,

IT IS MUTUALLY AGREED AS FOLLOWS:

TERMS OF AGREEMENT

1. SCOPE OF WORK

- 1.1** The Planning Agency shall undertake the Project described above, which shall include the tasks and cost estimates set forth in Exhibit A, annexed hereto and made a part hereof (the "Scope of Work" and "Cost Estimate"). This agreement is between the Planning Agency and WSDOT, with management of the Project performed by the leadership TEAM pursuant to terms of the Interstate Agreement.
- 1.2** Prior to execution of this Agreement, WSDOT issued a Limited Notice to Proceed (LNTP) to the Planning Agency, authorizing the Planning Agency to begin some of the early design activities outlined in Exhibit "A". Any work done by the Planning Agency pursuant to the LNTP is included as part of the overall work under this Agreement.

2. SCHEDULE

- 2.1** The Project period shall commence upon execution of this Agreement and shall expire on December 31, 2025.
- 2.2** The LNTP covers activities performed by the Planning Agency beginning January 1, 2021 up until execution of this Agreement.

3. PAYMENT

- 3.1** WSDOT agrees to reimburse the Planning Agency's actual direct and related indirect 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.
- 3.2** The work activities covered under the LNTP will be reimbursed up to \$32,114.00. Billing for work described in the LNTP shall occur upon execution of this Agreement.
- 3.3** The Planning Agency shall submit to WSDOT requests for funds as they are expended on the Project, but not to exceed one such request every month. Such requests for reimbursement shall document the amount of funds that have been expended during the

period for the total Project, as well as for the current billing period. WSDOT shall review and approve each request for payment in an expeditious manner and shall make payment within 30 days after approval of the payment request.

4. REPORTS

- 4.1** The Planning Agency shall prepare and present to WSDOT a status report to accompany each invoice. The report(s) must include a summary of tasks performed during the period of each invoice, and costs incurred in accordance with the approved scope of work and budget, including any problems. WSDOT may delay reimbursement of billings if the requested report(s) is not submitted with each invoice.

5. MODIFICATIONS

- 5.1** Either party to this Agreement 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 all authorized representatives of both of the Parties hereto.

6. AUDITS, INSPECTION, AND RETENTION OF RECORDS

- 6.1** All Project records in support of all costs incurred and actual expenditures kept by the Planning Agency are to be maintained in accordance with procedures prescribed by the Division of Municipal Corporations of the State Auditor's Office, the U.S. Department of Transportation, and WSDOT.
- 6.2** WSDOT, ODOT, the Oregon Secretary of State's Office, the Federal Highway Administration, Federal Transit Administration, the Comptroller General of the United States, and their duly authorized representatives, shall have full access to and the right to examine, during normal business hours and as reasonable, all of the Planning Agency'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 accounting records, and other material pertaining to costs incurred in connection with the Project shall be retained by the Planning Agency for six years after WSDOT's written notice that the Project is complete and the Agreement is terminated. Copies thereof shall be furnished if requested.
- 6.3** In accordance with 2 CFR Part 200 regulations, the Planning Agency is required to arrange for audit of funds expended.

7. TERMINATION

- 7.1** If it is considered in the best interests of either WSDOT or the Planning Agency, either

Party may terminate this Agreement by giving thirty (30) days' notice in writing to the other Party. If this Agreement is so terminated prior to fulfillment of the terms stated herein, the Planning Agency shall be reimbursed only for actual expenses and noncancelable obligations, both direct and indirect, incurred to the date of termination, in accordance with Section 3, Payment, above.

8. LEGAL RELATIONS

- 8.1** The Planning Agency, and its contractors, consultants, subconsultants and sub-contractors, shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement.
- 8.2** Each party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, its agents, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.
- 8.3** To the extent allowed under Washington Law, the Planning Agency and its successors and assigns shall protect, save, defend, indemnify, and hold WSDOT and its elected officials, officers, agents and employees and the State of Oregon, the Oregon Transportation Commission and its members, the Oregon Department of Transportation (ODOT) and its elected officials, officers, agents, and employees harmless from and against all claims, actions, costs, damages (both to persons and/or/property), or expenses, demands, or suits at law or equity of any nature whatsoever by reason of the acts or omissions, or from the gross negligence or intentional misconduct of, or the breach of any obligation under this Agreement by, the Planning Agency or the Planning Agency's agents, invitees, officers, employees, consultants, subconsultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Planning Agency may be legally liable related to its work in connection with the Project and this Agreement; provided that nothing herein shall require the Planning Agency to defend or indemnify WSDOT, the State of Oregon, the Oregon Transportation Commission and its members, ODOT and their respective elected officials, officers, agents, and employees from all claims, demands or suits based upon the negligence or intentional misconduct of, or breach of any obligation under this Agreement by the party seeking defense and indemnification, or their respective elected officials, agents, officers, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the party seeking defense and indemnification may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Planning Agency or the Planning Agency's elected officials, agents, invitees, officers, employees, consultants, subconsultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Planning Agency is legally liable, and (b) the party seeking defense and indemnification, its agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the party seeking defense and/or indemnity may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the Planning Agency's gross negligence or intentional misconduct or the gross

negligence or intentional misconduct of the Planning Agency's elected officials, agents, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Planning Agency may be legally liable. Notwithstanding the forgoing or anything contrary herein, the Planning Agency's obligations of indemnity under this paragraph are limited to the extent of the Planning Agency's insurance coverage obligations under Section 8.9 below. This provision shall be included in any Agreement between Planning Agency and any sub-consultant, subcontractor and vendor, of any tier. Planning Agency shall also agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while performing work in connection with the Program.

- 8.4** The Planning Agency agrees that its obligations under this Defense and Indemnity Provision extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while performing work arising out of this AGREEMENT, for any purpose. For this purpose, Planning Agency, by MUTUAL NEGOTIATION, hereby waives with respect to WSDOT and ODOT only, , any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.
- 8.5** The Planning Agency shall also, to the extent allowed under Washington law, defend, indemnify, and hold harmless WSDOT and ODOT and their elected officials, officers, agents and employees from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Planning Agency or the Planning Agency's agents, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Planning Agency may be legally liable, in performance of the Work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to WSDOT or ODOT, their elected officials, officers, agents and employees pursuant to the Agreement; provided that this defense and indemnity obligation shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from WSDOT's or ODOT's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to WSDOT and ODOT, their agents, officers and employees by the Planning Agency, its agents, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Planning Agency may be legally liable. Notwithstanding the forgoing or anything contrary herein, the Planning Agency's obligations of indemnity under this paragraph are limited to the extent of the Planned Agency's insurance coverage obligations under Section 8.9 below.
- 8.6** The Washington Attorney General and the Oregon Attorney General must give written authorization to any legal counsel purporting to act in the name of, or represent the

interests of, either the State of Washington or the State of Oregon or its officers, members, employees and agents prior to such action or representation; Either the State of Washington or the State of Oregon, acting by and through their Attorney Generals, may assume its own defense, including that of its officers, employees and agents, at any time when in either state's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending or able to defend the interests of that state, its officers, members, employees and/or agents; (iii) important governmental interests are at stake; or (iv) the best interests of that state are served thereby; and, Planning Agency's obligation to pay for all costs and expenses shall include those incurred by either the State of Washington or the State of Oregon in assuming its own defense or that of its officers, members, employees, or agents under (i) and (ii) above.

- 8.7** WSDOT and Planning Agency agree and intend that ODOT is a Third Party beneficiary to this Agreement. WSDOT and Planning Agency are the only parties to this Agreement and, with the exception of ODOT as a Third Party beneficiary, are the only parties entitled to enforce its provisions. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to any other third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the provisions of this Agreement.
- 8.8** The defense, indemnification and WAIVER provisions contained in this Section 8 shall survive the termination or expiration of this Agreement.
- 8.9** The Planning Agency shall obtain and keep in force during the term of this Agreement, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW as follows:
- a. Worker's Compensation and Employer's Liability Insurance as required by the STATE OF WASHINGTON.
 - b. Commercial General Liability Insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the aggregate for each policy period.
 - c. Business Auto Liability Insurance written under ISO Form CA 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.
- 8.10** Excepting the Worker's Compensation Insurance, WSDOT, ODOT, their Transportation Commissions and members, their officers, employees, and agents will be named on all policies issued for the Program of Planning Agency and any sub-consultant and/or subcontractor as an endorsed additional insured (the "AIs"), with respect to ongoing operations and completed operations. This coverage shall be primary coverage and non-

contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The Planning Agency's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The Planning Agency shall furnish WSDOT with verification of insurance and endorsements required by this Agreement. WSDOT reserves the right to review complete, certified copies of all required insurance policies at any time.

- 8.10** All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The Planning Agency shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this Agreement to:

Manager, Contract Services Office
Washington State Department of Transportation
PO BOX 47408
Olympia, WA 98504-7408
Email: wsdotcsso@wsdot.wa.gov

- 8.11** No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to WSDOT's Contract Services Office.

9. SUBCONTRACTING

- 9.1** The services of the Planning Agency are to be directed by the Project Manager identified under Section 17. The Planning Agency shall not assign, sublet, or transfer any of the work provided for under this Agreement without prior written approval from WSDOT. WSDOT shall review and approve the Planning Agency's consultant agreement prior to execution. The Planning Agency, and its consultants, subconsultants, contractors and subcontractors, shall comply with all federal and state laws and regulations governing the selection and employment of consultants. WSDOT reserves the right to appoint a representative to serve on any consultant selection committee. Subcontracts greater than \$10,000 must contain all the required provisions of this contract.

10. TRAVEL

- 10.1** Any out-of-state travel from which Planning Agency seeks reimbursement (exclusive of travel between Washington and Oregon) must have prior written approval of WSDOT to be eligible for reimbursement. Current WSDOT travel regulations and rates shall apply to all in-state and out-of-state travel for which reimbursement is claimed during the term of this Agreement.

11. LIABILITY

- 11.1** No liability shall attach to WSDOT, ODOT or the Planning Agency by reason of entering into this Agreement except as expressly provided herein.

12. INDEPENDENT CONTRACTOR

- 12.1** The Planning Agency shall be deemed an independent contractor for all purposes and the employees of the Planning Agency or any of its contractors, subcontractors, and the employees thereof, shall not in any manner be deemed to be employees of WSDOT or ODOT.

13. EQUAL EMPLOYMENT OPPORTUNITY

- 13.1** The Planning Agency agrees to abide by all state and federal regulations with respect to employment. This includes, but is not limited to, equal opportunity employment, nondiscrimination assurances, Project record keeping, audits, inspection, and retention of records and will adhere to all of the nondiscrimination provisions set forth in Exhibit B attached hereto.

14. SEVERABILITY

- 14.1** 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 to the terms and requirements of applicable law and the intent of this Agreement.

15. EQUIPMENT

- 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.

16. MERGER

- 16.1** This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind any Party unless in writing and signed by all Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of any party or intended beneficiary to enforce any provision of this Agreement shall not constitute a waiver by any party or intended beneficiary of that or any other provision.

17. NOTICE

- 17.1** This Agreement identifies the following individuals as the primary contact person for each organization.

WSDOT:

Frank Green

Assistant Program Administrator, Interstate Bridge Replacement Program

11018 NE 51st Circle

Vancouver, WA 98682

frank.green@interstatebridge.org

360-905-1562

PORT OF VANCOUVER USA

Mike Bomar

Director Of Economic Development

3103 NW Lower River Rd

Vancouver, WA 98660

mbomar@portvanusa.com

360-839-3577

IN WITNESS WHEREOF, the PARTIES hereby execute this Agreement as of the day and year last written below.

PLANNING AGENCY

Julianna Marler

Julianna Marler, CEO

7/16/2021

Date

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT)

Franklin Green

Digitally signed by Franklin Green

Date: 2021.07.21 10:43:26 -07'00'

Frank Green, Assistant Program Administrator

Date

APPROVED AS TO FORM:

By: *[Signature]*
WSDOT Assistant Attorney General

7-20-2021

Date

EXHIBIT A: PORT OF VANCOUVER IGA - SCOPE

ROLES AND RESPONSIBILITIES

Port of Vancouver will provide staff to collaborate on and assist in key tasks for the Interstate Bridge Replacement (IBR) program. This scope of work covers the time period from January 1, 2021, until December 31, 2022 (through alternatives analysis).

Port of Vancouver staff will provide high-quality, on-time contributions and deliverables to contribute to a program that is on schedule and provides for a buildable program.

WORK ELEMENTS FOR WHICH PORT OF VANCOUVER WILL BE COMPENSATED

1. PROGRAM ADMINISTRATION

Port of Vancouver will assign a single point of contact for program coordination, called the Port of Vancouver IBR Lead. Communication may occur with any Port staff as needed, especially with regular routine work or with immediate deadline tasks, but should generally be coordinated through the Port of Vancouver IBR Lead. Port of Vancouver IBR Lead will also be responsible for coordinating Port of Vancouver 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. Port of Vancouver IBR Lead will compile Port of Vancouver comments for individual tasks and work efforts when reviews are required simultaneously from multiple sources within the Port.

Port of Vancouver staff will prepare for and participate in program-related team meetings consistently during the program, including weekly 2-hour Staff Level Group meetings, monthly Executive Steering Group meetings, bi-weekly Community Advisory Group meetings, and bi-weekly Equity Advisory Group meetings. Port of Vancouver staff will regularly brief Port of Vancouver executives in preparation for Executive Steering Group meetings. Port of Vancouver will participate in IBR program teams and IBR Working Groups as appropriate. Work under this task will include support for IBR efforts including any needed support of expert review panels and intergovernmental relations.

The Port of Vancouver will participate as needed in developing and/or reviewing climate related elements of the project and sharing information related to agency specific climate plans. Future agreements will include more specific language regarding program-specific climate commitments.

The Port of Vancouver will participate as needed in EAG participation and the sharing of information and data relative to the Port's definition of equity. Future agreements will include more specific language regarding program-specific equity commitments.

Staff:

Port of Vancouver IBR Lead (Mike Bomar), Ryan Hart, Jim Hagar, Julianna Marler, Jonathan Eder, Mary Mattix, Therese Lang, Jack Burkman

Assumptions:

None

Deliverables:

Committee attendance and meeting materials as needed; consolidated comments on documents and memos.

2. PROGRAM CONTROLS

Port of Vancouver will communicate key schedule, budget, and other issues to support Program Controls, but this task is not expected to be a significant investment of Port of Vancouver staff time. A small amount of time is assumed for outreach support, schedule management, and supporting the program management plan.

Staff:

Port of Vancouver IBR Lead – Mike Bomar

Assumptions:

None

Deliverables:

None

3. FINANCIAL STRUCTURES

No scope assumed.

4. COMMUNICATIONS

Port of Vancouver communications staff will coordinate with IGA program communications staff to align on program communications, including attending up to six communications coordination meetings per year to align on program activities and milestone communications. Port of Vancouver staff will provide support and staffing for public meetings and public outreach activities as applicable, including meetings with neighborhoods and interest groups as needed and appropriate. Port of Vancouver staff will lead communications efforts with Port boards and committees. Port of Vancouver staff will promote IBR program communications through existing communications channels.

Staff:

Port of Vancouver Communications staff – Ryan Hart, Therese Lang, Rachele Askman, Mike Bomar

Assumptions:

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:

Communications products as described above

5. TRANSPORTATION PLANNING

- a. Port staff will participate in the development of the IBR methods and assumptions document including study area, study intersections, guiding regulations, time periods and years analyzed, traffic data needs, assessment methods, methodology for post-processing travel demand data, traffic operations, and safety analysis.
- b. Port staff will coordinate with IBR project team to provide existing available data (freight volumes and freight travel patterns) to support the traffic operations and safety analysis.
- c. Port staff will be actively involved in reviewing the performance of transportation operational models and will participate in providing comments to the IBR Team on revisions that may be required to address traffic operational issues to ensure the base case adequately reflects existing traffic operations.
- d. Port staff will participate in the development of the IBR freight forecasts and support Metro and RTC with the freight forecasts.

- e. Port staff will participate with the Travel Demand Model/Traffic Operations Coordination team.
- f. Port staff will participate in the development of screening criteria, and measures of effectiveness for the IBR Program transportation analysis.
- g. Port staff will participate in the development and assessment of the range of multimodal alternatives for the IBR Program.

Staff:

Jim Hagar, Monty Edberg, Mike Bomar, Ryan Hart, Jonathan Eder, Mary Mattix

Assumptions:

None

Deliverables:

POV review, analysis, and feedback on the transportation planning deliverables listed above.

6. ENVIRONMENTAL

- a. Port's IBR Manager will coordinate IBR participation in the IBR environmental process to include attendance at and contribution to Agency Coordination Group (ACG) meetings. Participation in ACG includes assisting in the development and/or review of the following activities:
 - 1. Purpose and Need and Vision and Values
 - 2. Methods and Data Report
 - 3. Alternatives Screening Report
 - 4. Existing Conditions Report
 - 5. Re-evaluations
 - 6. Supplemental NEPA documents including discipline reports
 - 7. Permitting Plan
- b. Port staff will contribute to the necessary coordination, including:
 - 1. Discipline report review and comment.

2. Other tasks as needed and assigned by Agency Coordination Group and by IBR environmental leads.

Staff:

Monty Edberg, Mary Mattix, Mike Bomar, Jim Hagar, Ryan Hart

Assumptions:

None

Deliverables:

POV review, analysis, and feedback on the environmental deliverables listed above.

7. TRANSIT PLANNING/ENGINEERING

- a. Port staff will participate with IBR staff in the development and review of Conceptual alternative plans.
- b. Port staff will provide input on existing and planned Port transit use needs and opportunities.
- c. Port staff will review and provide input on the conceptual alternative plan development and screening applying local and regional knowledge to provide feedback.

Staff:

Jim Hagar, Monty Edberg, Mary Mattix, Mike Bomar

Assumptions:

None

Deliverables:

POV review, analysis, and feedback on the transit planning/engineering deliverables listed above.

8. DESIGN ENGINEERING

- a. Port staff will participate with IBR staff in the development and review of Conceptual alternative plans.

- b. Port staff will provide the IBR team with information on existing and planned storm water systems.
- c. Port staff will provide the IBR team with information on existing and planned Port owned utility systems. The Port will provide the IBR team with any known private utilities.
- d. Port staff will participate in the review of conceptual traffic management and construction staging concepts prepared for DEIS impact analysis, particularly as these plans affect streets and intersections used for Port access.
- e. Port staff will review and provide input on the conceptual alternative plan development and screening applying local and regional knowledge to provide feedback.

Staff:

Monty Edberg, Jim Hagar, Mike Bomar

Assumptions:

None

Deliverables:

POV review, analysis, and feedback on the transit planning/engineering deliverables listed above.

Exhibit A: Cost Estimate

Task	Description	Budget
1.0	Program Management	\$ 53,183.35
2.0	Program Controls	\$ 546.70
3.0	Financial Structures	\$ -
4.0	Communications	\$ 5,627.60
5.0	Transportation Planning	\$ 6,449.30
6.0	Environmental	\$ 4,756.40
7.0	Transit Planning/Engineering	\$ 4,347.20
8.0	Design Engineering	\$ 2,666.40
9.0	Major Structures	\$ -
	Limited Notice to Proceed	\$ 32,113.40
	Total Authorized Amount	\$ 109,690.35

Exhibit B
Title 6, Civil Rights Act of 1964

During the performance of this Agreement, the Planning Agency, for itself, its sub-contractors, its assignees, and successors in interest, hereinafter referred to as the "Consultant," agree as follows:

1. **Compliance With Regulations:** The Consultant shall comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, hereinafter referred and made a part of this Agreement.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it after award and prior to completion of the Agreement work, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Part 21, including employment practices when the contract covers a program set forth in Appendix A-11 of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by WSDOT, ODOT, the Oregon Secretary of State's Office, the Federal Highway Administration, Federal Transit Administration, the Comptroller General of the United States, and their duly authorized representatives to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to WSDOT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, WSDOT shall impose such Agreement sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding of payment to the Consultant under the Agreement until the

- consultant complies, and/or
 - b. Cancellation, termination, or suspension of the Agreement, in whole or in part.
- 6. **Incorporation of Provisions:** The Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurements as WSDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request WSDOT to enter into such litigation to protect the interest of the United States.

Special Transportation Planning Study Agreement GCB 3541 Amendment No. 1

This is Amendment No. 1 between the Washington State Department of Transportation, hereinafter referred to as “WSDOT,” and the Port of Vancouver USA, a Washington municipal corporation, hereinafter referred to as “PLANNING AGENCY,” collectively referred to as the “Parties” and individually the “Party” and shall become effective January 1, 2023.

WHEREAS, the Parties entered into Agreement GCB 3541 on July 21, 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.

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:

- 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 funds 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 and 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 January 1, 2023, to June 30, 2025, work is hereby attached and incorporated by this reference.
5. All other terms and conditions of the Agreement shall remain in full force and effect, except as modified by this Amendment No. 1.

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. 1 as of the party's date last signed below.

Port of Vancouver USA	Washington State Department of Transportation
By: <i>Julianna Marler</i>	By:
Printed: Julianna Marler	Printed: Frank Green
Title: CEO	Title: Assistant Program Administrator
Date:	Date:
Approved as to Form (if needed)	Approved as to Form Washington State Department of Transportation
By: <i>(not required)</i>	By: <i>(not required)</i>
Printed:	Printed:
Title:	Title: WSDOT Assistant Attorney General
Date:	Date:

(Remainder of this page left blank intentionally)

EXHIBIT C: SCOPE OF WORK

(Jan 1, 2023 to June 30, 2025)

INTRODUCTION

ROLES AND RESPONSIBILITIES

Oregon (ODOT) and Washington (WSDOT) Departments of Transportation will administer the I-5 Bridge Replacement (IBR) program (Program) and is responsible for convening project partners to advance the project. WSDOT is the lead agency for the IBR program. Assumptions include:

- The IBR program adopted a Modified Locally Preferred Alternative (MLPA) for the IBR program.
- Port of Vancouver (POV) and IBR partners adopted the MLPA in July 2022, with Conditions.
- The IBR program will convene freight stakeholders as needed to understand impact and share findings. POV will support the IBR team, as needed.
- The IBR program will convene Vancouver waterfront stakeholders as needed to understand impact and share findings. The POV will support the IBR team, as needed.
- IBR will lead communications and public affairs for the program. The POV will support the IBR team, as needed.
- POV will provide feedback and expertise in its related capacity on freight, rail and waterfront design elements.
- POV will assist with other areas defined in the project Purpose and Need and desired outcomes as appropriate.
- POV will review and provide feedback on economic impact analyses as needed.
- IBR will lead cost estimating activities.

The Port of Vancouver team will collaborate on;

- Cost estimating support/review
- Schedule development and review
- Program Finance plan
- Outreach/communications
- Climate and Equity framework
- Port-related ROW acquisitions
- Participation in planning and working groups
- Support for updates to freight stakeholders

Key Freight design issues include but are not limited to;

- Grades
- Auxiliary lane location and configuration
- Lane and shoulder widths and design
- Tolling location and design

Key Waterfront issues include but are not limited to;

- Station locations and design
- Park and ride type, size and location
- Property, tourism and service-related impacts

This scope of work covers the time period from January 1, 2023 until June 30, 2025, by which time Project Development and the SFEIS ROD is expected to be complete.

Port of Vancouver staff will provide high-quality, on-time contributions and deliverables to contribute to a Program that is on schedule and provides for a buildable project.

Port of Vancouver staffing includes but is not limited to, elected leadership, executive leadership, external affairs, economic development, environmental, project delivery, and property management. Elected and Executive leadership time will not be reimbursed for participation in Executive Steering Group or other required public meeting participation.

The Director of Economic Development will serve as the primary point of contact for the Port of Vancouver and is responsible for coordinating port staff involvement and ensuring the responsibilities set forth in the work plan have been met.

WORK ELEMENTS FOR WHICH THE PORT OF VANCOUVER WILL BE COMPENSATED

1. PROJECT ADMINISTRATION

The Port of Vancouver will participate in the Community Benefit Agreement working group if requested. The port will continue to participate in the Equity Advisory Group and the Climate Technical Group. Port staff will participate through Executive Steering group, Project Management Group (PMG), Staff Level Group (SLG), Equity Advisory Group, IBR project teams and IBR Working Groups, and attend Community Advisory Committee and other committees and groups as appropriate. Port staff will review additional technical climate work as requested.

Assumptions:

- The Director of Economic Development will represent the port on the PMG
- The Economic Development Project Manager will be the primary representative for SLG and design or technical groups.
- The Director of Human Resources will represent the Port on the Equity Advisory Group
- Port staff will participate in Freight and Climate Working Groups as requested
- The Chief External Affairs Officer will participate in the Public Relations Committee
- The Director of Communications will serve on the Communications Committee
- POV staff will participate in the IBR decision making process and will be consulted to help guide project outcomes, particularly in areas related to freight mobility and commerce.

Deliverables:

- Participation in all requested meetings and timely feedback on areas related to the port's area of expertise and influence.

2. PROJECT CONTROLS

The Director of Economic Development will prepare the Intergovernmental Agreement and any associated amendments, provide a proposed budget, and submit invoices to the IBR Program as required by this agreement.

Assumptions:

- POV will submit quarterly invoices for work completed including a detailed report
- The IBR team will track progress to milestones, and review of key deliverables

Deliverables:

- Timely invoices and updates to the IGA as needed.

3. FINANCIAL STRUCTURES

- Port staff will review the financial plan and related documents.
- Port staff will review the Construction Economic Impact Analysis and provide feedback.
- Port staff will participate in the tolling analysis and provide feedback related to its area of expertise.
- Port staff will participate in Financial Working Group workshops and meetings if requested.

Assumptions:

- IBR staff will request participation from POV staff as needed on financial plan and economic impact related deliverables.

Deliverables:

- Participation, data, and feedback as requested and available.

4. OUTREACH & COMMUNICATIONS

Port communications and public affairs staff will coordinate with IGA program communications staff to align on program outreach and communications.

Assumptions:

- The Program communications team will be responsible for coordinating and producing materials in support of all outreach activities, with advice and support from POV.
- POV staff will lead communications efforts with POV boards and committees.
- POV staff will promote IBR Program communications through existing channels.
- POV staff will provide support and staffing for public meetings and public outreach activities as applicable, including meetings with neighborhoods and interest groups as needed and appropriate.
- POV staff will attend meetings with Program communications staff and Community and Equity Advisory Group meetings, as needed.

Deliverables:

- Participation in communication-related activities and feedback as requested.

5. TRANSPORTATION PLANNING

POV staff will provide support and data as needed to the transportation planning efforts. This will include:

- POV staff will engage in Travel Demand Modeling technical work.
- POV staff will participate in Climate Technical Work
- POV staff will support NEPA through review of transportation analysis of existing and future conditions, freight data, and other relevant work, including the auxiliary lane analysis.
- POV staff will review transit elements, with specific attention to station location and park and rides at or near the Vancouver waterfront.

Assumptions:

- POV staff will provide timely review in areas related to the port's area of expertise.
- IBR staff will provide the POV team with information and requests for feedback as needed.

Deliverables:

- Contributions to deliverables developed as part of the Transportation Planning activities.

6. ENVIRONMENTAL

POV's designated point of contact will coordinate POV's participation in the Program's environmental process which may include attendance at and contribution to Agency Coordination Group (ACG) meetings including the NEPA technical and coordination meetings. Participation in ACG includes assisting in the development and/or review of the following activities:

- Methods and Data Report
- Batch reviews of SEIS narrative
- Existing Conditions Report
- Re-evaluations
- Supplemental NEPA documents including discipline reports
- Permitting Plan
- Federals, state, tribal, and local coordination
- FTA and FHWA reviews.
- Public outreach support for public review and comment periods for NEPA.

Assumptions:

- Comments will be assembled in a single document and transmitted through the POV's single point of contact, or a designee as described under Task 1.
- POV staff will support completion of SEIS to secure an updated ROD

Deliverables:

- Contributions to the NEPA analysis and related deliverables

7. TRANSIT PLANNING & ENGINEERING

POV staff will assist participate in analysis and recommendations for transit station design specifics, including but not limited to bus interface, vertical circulation, pedestrian and bike access, drop-off zones, park and rides, system infrastructure locations, and potential redevelopment opportunities.

Assumptions:

- IBR staff will include POV staff in transit planning discussion meetings as appropriate.

Deliverables

- POV staff contributions and feedback to transit station design, location, and function.

8. DESIGN ENGINEERING

POV staff will review documents and provide feedback on constructability and cost estimating as requested by the IBR team for those elements within the port's area of expertise. This includes, but is not limited to right of way, acquisition, mitigation, and staging.

Assumptions:

- POV staff will engage in and review schematics for urban design components, with special attention to the Mill Plain intersection, Main Street Extension, Fort Vancouver Access, and the Bridgehead and Waterfront.

Deliverables:

- Contributions from POV staff to improve the urban design and constructability of the project.

9. MAJOR STRUCTURES

POV staff will review documents and provide feedback on constructability and cost estimating as requested by the IBR team for those elements within the port's area of expertise.

Assumptions:

- POV staff will participate in meetings and discussions related to constructability as appropriate.

Deliverables:

- Contributions from POV staff to improve the constructability of the project.

10. PUBLIC AFFAIRS AND PARTNER RELATIONS

POV staff will participate in forms related to public affairs and partner relations as requested by the project. This includes but is not limited to the Government Relations Work Group, the Staff Level Group, the Project Management Group, and Over the Should Meetings.

Assumptions:

- POV staff will participate in meetings and discussions related to public affairs and partner relations as appropriate.
- POV staff will coordinate with the IBR team on public affairs and public relations to support efforts through its normal and customary channels and methods.

Deliverables:

- Increased public awareness of key milestones and decision points for the project, including an increased awareness of the importance of freight mobility and waterfront access as a component of this project.
- Review and feedback of key messaging and data sharing as requested by the IBR program.

EXHIBIT C: TASK BUDGET

Task	Description	January 1, 2023 - June 30, 2025 NTE
1.0	Program Management/ Administration	\$17,800.20
2.0	Program Controls	\$ 1,650.00
3.0	Financial Structures	\$15,074.40
4.0	Communications	\$ 2,079.00
5.0	Transportation Planning	\$15,972.00
6.0	Environmental	\$22,334.40
7.0	Transit Planning/Engineering	\$ 3,260.40
8.0	Design Engineering	\$ 8,012.40
9.0	Major Structures	\$ 3,577.20
10.0	Public Affairs and Partner Relations	\$25,443.00
	Total Amount Authorized:	\$115,203.00