

COOPERATIVE IMPROVEMENT (UTILITY) AGREEMENT
Project Name US26 (POWELL BLVD): SE 122ND AVE - SE 136TH AVE

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the **City of Portland (City) Water Bureau**, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. US26 (Powell Blvd), is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
2. By the authority granted in Oregon Revised Statutes (ORS) [190.110](#), [366.572](#) and [366.576](#), State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. State, by ORS [366.220](#), is vested with complete jurisdiction and control over the roadways of other jurisdictions taken for state highway purposes. By the authority granted by ORS [373.020](#), the jurisdiction extends from curb to curb, or, if there is no regular established curb, then control extends over such portion of the right of way as may be utilized by State for highway purposes. Responsibility for and jurisdiction over all other portions of a city street remains with the Agency.
4. By the authority granted in ORS [366.425](#), State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.
5. State is conducting a project to install a center turn lane, bike lanes, sidewalks, and other improvements to Powell Blvd between SE 122nd and SE 136th, hereinafter referred to as "Project." While this section of the highway is under construction, State will use this opportunity to replace Agency's non-reimbursable water lines.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree that State or its contractor shall install Agency's reimbursable and non-reimbursable water lines located within the Project. The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.
2. The Project will be financed at an estimated cost of **\$855,014.18** in Agency funds for the non-reimbursable water lines. The estimate for the total Project cost is subject to change. Agency shall be responsible for costs related to all waterline associated work as described in Exhibit B, attached hereto, and by this reference made a part hereof minus the reimbursable water line associated work as described in Exhibit C, attached hereto, and by this reference made a part hereof.
3. Agency and State shall coordinate Change Order(s) affecting the Utility's facilities. The fillable Contract Change Order, form 734-1169, is available at the following web site:

[Highway - Construction Section ODOT Construction Forms](#)
4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.

AGENCY OBLIGATIONS

1. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
2. Agency shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State an advance deposit or irrevocable letter of credit in the amount of **\$855,014.18** for non-reimbursable water line installations in the Project, said amount being equal to the estimated total cost for the work performed by State at Agency's request under State Obligations, paragraph 2. Agency agrees to make additional deposits as needed upon request from State. Depending upon the timing of portions of the Project to which the advance deposit contributes, it may be requested by State prior to Preliminary Engineering, purchase of right of way, or approximately 4-6 weeks prior to Project bid opening.
3. Upon completion of the Project and receipt from State of an itemized statement of the actual total cost of State's participation for the Project, Agency shall pay any amount which, when added to Agency's advance deposit, will equal 100 percent of actual total State costs for the non-reimbursable water line installations in the Project. Any portion of said advance deposit which is in excess of the State's total costs will be refunded or released to Agency.

4. All Agency waterline and appurtenances installed by State or its contractor will require inspections by Agency. Agency personnel will work directly with State personnel. Agency shall not contact or communicate with State's contractor without State's consent. Agency will provide all necessary documentation to State. State shall present to Agency any Contract Change Order for review and written approval by Agency.
5. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
6. The City's Bureau of Transportation must provide their consent, as required by ORS 373.030(2) and ORS 105.760, to any and all changes of grade within the City's limits, and must give their consent, as required by ORS 373.050(1), to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by the Agreement.
7. Agency's Construction Project Manager for this Project is Walt Lewandowski, Engineer, 1120 SW 5th Ave Room 600, Portland OR 97204-1926, 503-823-6012, walter.lewandoski@portlandoregon.gov, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State, or its consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the street work, and include the final plans and specifications provided by the Agency for the Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection, project management services in conjunction with the Agency's inspection and project management personnel, and other necessary functions for sole administration of the construction contract entered into for this Project.
2. State shall, upon execution of the agreement, forward to Agency a letter of request for an advance deposit or irrevocable letter of credit in the amount of \$855,014.18 for payment of non-reimbursable water facilities. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete Project.

3. Upon completion of the Project, State shall either send to Agency a bill for the amount which, when added to Agency's advance deposit, will equal 100 percent of the total state costs for non-reimbursable water lines installed by the Project or State will refund to Agency any portion of said advance deposit which is in excess of the total State costs for the non-reimbursable water lines installed by the Project.
4. State shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
5. All employers, including State, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS [656.126](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. State shall ensure that each of its contractors complies with these requirements.

CONTRACTOR INSURANCE REQUIREMENTS

GENERAL.

6. State shall contractually require its first-tier contractors ("Contractors") that are not units of local government as defined in ORS 190.003, if any, to: (i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the contract commences, and (ii) maintain the insurance in full force throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to City. State shall not authorize its Contractors to begin work until the Contractor's insurance is in full force. Subsequently, State shall monitor the Contractor's continued compliance with the insurance requirements on an annual or more frequent basis.
7. State shall incorporate appropriate provisions in the contract permitting State to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall State permit work under a contract when State is aware that the Contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a contract in which State is a Party.

TYPES AND AMOUNTS.

8. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the

requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

9. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to City. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by City:

Bodily Injury, Death and Property Damage:

\$2 million per occurrence (for all claimants for claims arising out of a single accident or occurrence).

10. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by City:

Bodily Injury, Death and Property Damage:

\$1 million per occurrence (for all claimants for claims arising out of a single accident or occurrence).

11. ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include CITY, its officers, employees and agents as Additional Insureds but only with respect to the Contractor's activities to be performed under State's contract with the Contractor. Coverage must be primary and non-contributory with any other insurance and self-insurance.

12. "TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the State's contract with the Contractor, for a minimum of 24 months following the later of : (i) the contractor's completion and State's acceptance of all Services required under the State's contract with the Contractor or, (ii) the expiration of all warranty periods provided under the State's contract with the Contractor.

13. Notwithstanding the foregoing 24-month requirement, if the Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and CITY may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If CITY approval is granted,

the Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

14. NOTICE OF CANCELLATION OR CHANGE. The Contractor or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage.

15. CERTIFICATE(S) OF INSURANCE. State shall obtain from the Contractor a certificates of insurance (and additional insured endorsement forms for Commercial General Liability Insurance coverage) all required insurance before the Contractor performs under State's contract with Contractor. The certificates or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insureds and (ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

16. State shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, State expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#) and ORS [659A.142](#); (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

17. State's Project Manager for this Project is Heather Howe, State Utility Liaison, ODOT – Technical Services, 4040 Fairview Ind. Drive SE, MS#2 Salem OR 97302, 503-986-3658, Heather.C.Howe@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by either Party upon thirty (30) days notice, in writing and delivered by certified mail or in person.
2. Either Party may terminate this Agreement effective upon delivery of written notice to the other Party, or at such later date as may be established by that Party, under any of the following conditions:
 - a. If the other Party fails to provide the services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If the other Party fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in

accordance with its terms, and after receipt of written notice from the other Party fails to correct such failures within ten (10) days or such longer period as the other Party may authorize.

- c. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow that Party, in the exercise of its reasonable administrative discretion, to continue to advance this Project or the terms of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or Agency is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
 4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
 6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as

is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

7. State shall require its contractors and subcontractors that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the City of Portland and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 ("Claims"), to the extent such Claims are caused, or alleged to be caused, by the negligent or willful acts or omissions of State's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that City of Portland shall, in all instances except to the extent Claims arise solely from the negligent or willful acts or omissions of the City of Portland, be indemnified from and against all Claims caused or alleged to be caused by the State's contractor or subcontractor.
8. Any such indemnification shall also provide that neither State's contractor and subcontractor nor any attorney engaged by State's contractor and subcontractor shall defend any claim in the name of the City of Portland or any agency of the City, nor purport to act as legal representative of the City of Portland or any of its agencies, without the prior written consent of the City Attorney. The City of Portland may, at anytime at its election assume its own defense and settlement in the event that it determines that State's contractor is prohibited from defending the City of Portland, or that State's contractor is not adequately defending the City's interests, or that an important governmental principle is at issue or that it is in the best interests of the City to do so. The City of Portland reserves all rights to pursue claims it may have against State's contractor if the City of Portland elects to assume its own defense.
9. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

11. 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 either Party unless in writing and signed by both 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 State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

12. Americans with Disabilities Act Compliance:

- a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
 - i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008 (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Follow ODOT's processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:
<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>;
- b. State shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. State shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction.

- c. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this section shall survive termination of this Agreement.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2018-2021 Statewide Transportation Improvement Program, (Key #19690) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently approved by amendment to the STIP).

PORTLAND WATER BUREAU, by and through its elected officials

By _____

Title _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Counsel

Date _____

Agency Contact:

Walter Lewandowski, Senior Engineer
1120 SW 5th Ave, Room 600
Portland, OR 97204-1926
503-823-6012
walter.lewandoski@portlandoregon.gov

Chris Chambers, Civil Engineer
1120 SW 5th Ave, Room 600
Portland, OR 97204-1926
503-823-4635
Christopher.Chambers@portlandoregon.gov

State Contact:

Heather Howe, State Utility Liaison
ODOT – Technical Services
4040 Fairview Ind. Drive SE MS#2
Salem OR 97302
503-986-3658
Heather.C.Howe@odot.state.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____

Date _____

APPROVAL RECOMMENDED

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General (If Over \$150,000)

Date _____

EXHIBIT A – Project Location Map

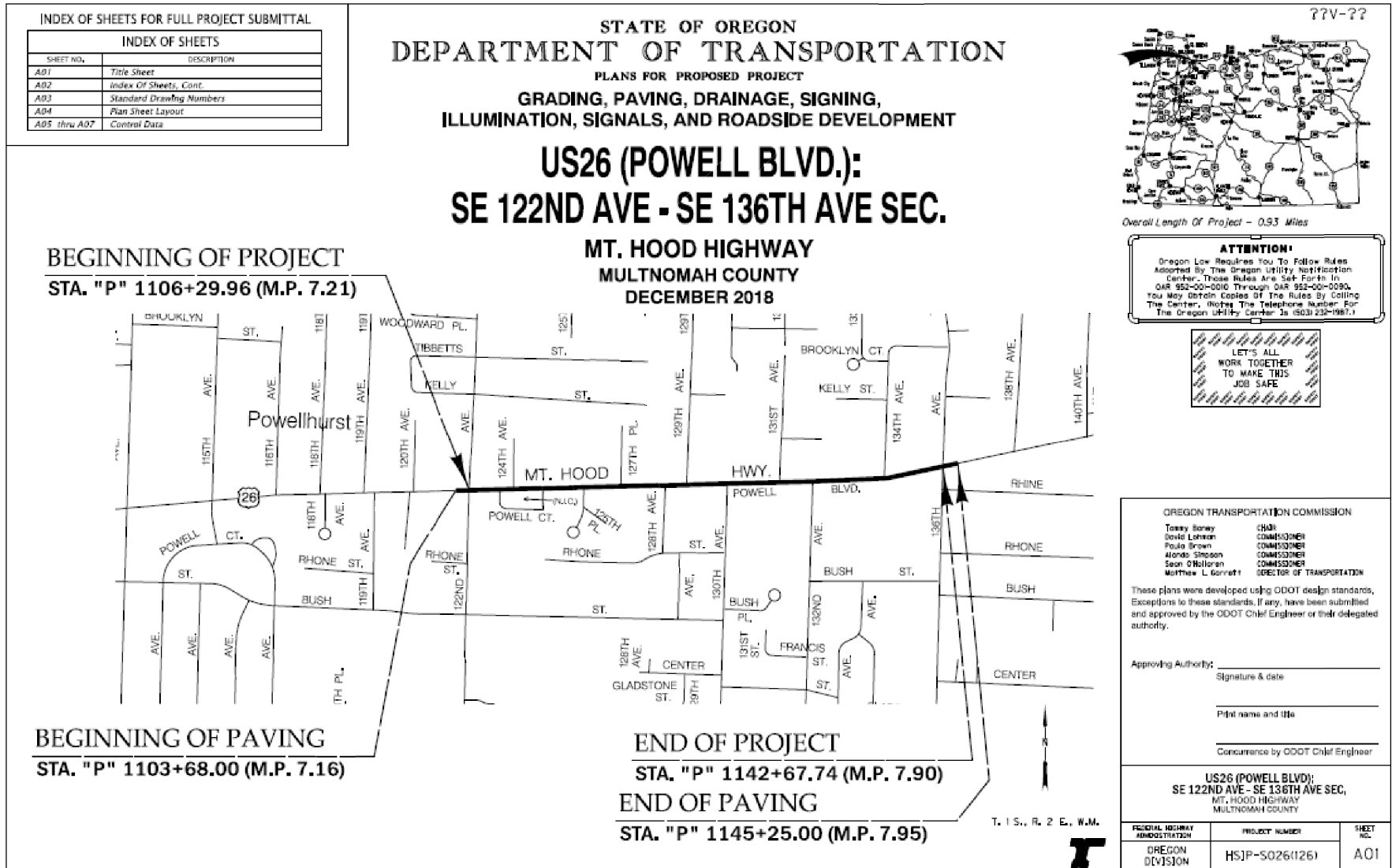


EXHIBIT B

PROJECT NAME: US-26 (Powell Blvd) SE 122nd Ave - SE 136th Ave Section
 KEY NUMBER: 19690

Non-Reimbursable Utility Relocation

| BID ITEM NUMBER | ITEM | UNIT | QUAN | UNIT COST | ITEM COST |
|-----------------|----------------------------------------------------------------------|------|------|-----------|------------|
| 0210-0100000A | MOBILIZATION | LS | 1 | | \$ 94,250 |
| 0225-0100000A | TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC | LS | 1 | | \$ 145,450 |
| 0490-0100000E | ADJUSTING BOXES | EACH | 30 | \$ 500 | \$ 15,000 |
| 1140-0190000K | EXTRA TRENCH EXCAVATION WITH CLASS B BACKFILL | CUYD | 145 | \$ 100 | \$ 14,500 |
| 1140-0500000F | 4 INCH DUCTILE IRON PIPE WITH RESTRAINED JOINTS AND CLASS B BACKFILL | FOOT | 38 | \$ 147 | \$ 5,585 |
| 1140-0500000F | 6 INCH DUCTILE IRON PIPE WITH RESTRAINED JOINTS AND CLASS B BACKFILL | FOOT | 214 | \$ 147 | \$ 31,450 |
| 1140-0500000F | 8 INCH DUCTILE IRON PIPE WITH RESTRAINED JOINTS AND CLASS B BACKFILL | FOOT | 485 | \$ 152 | \$ 73,694 |
| 1140-0500000F | 12 DI pipe (difference in price between 8 and 12 inch) | FOOT | 2525 | \$ 87 | \$ 220,618 |
| 1140-0500000F | 12INCH DUCTILE IRON PIPE WITH RESTRAINED JOINTS AND CLASS B BACKFILL | FOOT | 1675 | \$ 239 | \$ 400,863 |
| 1140-0610000E | DUCTILE IRON PIPE TEES, 12 x 12 x 8 INCH | EACH | 5 | \$ 844 | \$ 4,220 |
| 1140-0610000E | DUCTILE IRON PIPE TEES, 12 x 12 x 6 INCH | EACH | 7 | \$ 808 | \$ 5,656 |
| 1140-0610000E | DUCTILE IRON PIPE TEES, 12 x 12 x 4 INCH | EACH | 1 | \$ 728 | \$ 728 |
| 1140-0610000E | DUCTILE IRON PIPE TEES, 8 x 8 x 6 INCH | EACH | 5 | \$ 500 | \$ 2,500 |
| 1140-0610000E | DUCTILE IRON PIPE TEES, 6 x 6 x 6 INCH | EACH | 0 | \$ 380 | \$ - |
| 1140-0650000E | DUCTILE IRON PIPE BEND, 12 INCH | EACH | 7 | \$ 874 | \$ 6,116 |
| 1140-0650000E | DUCTILE IRON PIPE BEND, 8 INCH | EACH | 8 | \$ 326 | \$ 2,604 |
| 1140-0650000E | DUCTILE IRON PIPE BEND, 6 INCH | EACH | 2 | \$ 268 | \$ 536 |
| 1140-0670000E | DUCTILE IRON PIPE REDUCER, 12x8 INCH | EACH | 2 | \$ 428 | \$ 856 |
| 1140-0670000E | DUCTILE IRON PIPE REDUCER, 6x4 INCH | EACH | 2 | \$ 248 | \$ 496 |
| 1150-0100000E | 12 INCH GATE VALVE | EACH | 14 | \$ 2,901 | \$ 40,614 |
| 1150-0100000E | 8 INCH GATE VALVE | EACH | 6 | \$ 1,446 | \$ 8,676 |
| 1150-0100000E | 6 INCH GATE VALVE | EACH | 5 | \$ 927 | \$ 4,635 |
| 1150-0100000E | 4 INCH GATE VALVE | EACH | 2 | \$ 726 | \$ 1,452 |
| 1150-0100000E | 6 INCH HYDRANT GATE VALVE | EACH | 3 | \$ 927 | \$ 2,781 |
| 1160-0100000E | HYDRANT ASSEMBLIES | EACH | 3 | \$ 3,150 | \$ 9,450 |
| 1170-0109000F | 2 INCH CU WATER SERVICE LINE | FOOT | 90 | \$ 220 | \$ 19,800 |
| 1170-0109000F | 1 INCH CU WATER SERVICE LINE | FOOT | 983 | \$ 190 | \$ 186,770 |
| | CONTINGENCY | LS | 1 | | \$ 159,045 |
| | ODOT CE | LS | 1 | | \$ 219,480 |

TOTAL: \$1,677,825.10

EXHIBIT C

PROJECT NAME: US-26 (Powell Blvd) SE 122nd Ave - SE 136th Ave Section
 KEY NUMBER: 19690

Reimbursable Utility Relocation

| BID ITEM NUMBER | ITEM | UNIT | QUAN | UNIT COST | ITEM COST |
|-----------------|----------------------------------------------------------------------|------|------|-----------|------------|
| 0210-0100000A | MOBILIZATION | LS | 1 | | \$ 53,850 |
| 0225-0100000A | TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC | LS | 1 | | \$ 83,110 |
| 0490-0100000E | ADJUSTING BOXES | EACH | 18 | \$ 500 | \$ 9,000 |
| 1140-0190000K | EXTRA TRENCH EXCAVATION WITH CLASS B BACKFILL | CUYD | 125 | \$ 100 | \$ 12,500 |
| 1140-0500000F | 6 INCH DUCTILE IRON PIPE WITH RESTRAINED JOINTS AND CLASS B BACKFILL | FOOT | 210 | \$ 147 | \$ 30,862 |
| 1140-0500000F | 8 INCH DUCTILE IRON PIPE WITH RESTRAINED JOINTS AND CLASS B BACKFILL | FOOT | 28 | \$ 152 | \$ 4,255 |
| 1140-0500000F | 8 INCH pipe (betterment upsized to 12) | FOOT | 2525 | \$ 152 | \$ 383,800 |
| 1140-0610000E | DUCTILE IRON PIPE TEES, 12 x 12 x 8 INCH | EACH | 2 | \$ 844 | \$ 1,688 |
| 1140-0610000E | DUCTILE IRON PIPE TEES, 12 x 12 x 6 INCH | EACH | 3 | \$ 808 | \$ 2,424 |
| 1140-0610000E | DUCTILE IRON PIPE TEES, 6 x 6 x 6 INCH | EACH | 5 | \$ 380 | \$ 1,900 |
| 1140-0650000E | DUCTILE IRON PIPE BEND, 12 INCH | EACH | 2 | \$ 874 | \$ 1,748 |
| 1150-0100000E | 8 INCH GATE VALVE (betterment upsized to 12 inch) | EACH | 10 | \$ 1,446 | \$ 14,460 |
| 1150-0100000E | 8 INCH GATE VALVE | EACH | 1 | \$ 1,446 | \$ 1,446 |
| 1150-0100000E | 6 INCH GATE VALVE | EACH | 2 | \$ 927 | \$ 1,854 |
| 1150-0100000E | 6 INCH HYDRANT GATE VALVE | EACH | 5 | \$ 927 | \$ 4,635 |
| 1160-0100000E | HYDRANT ASSEMBLIES | EACH | 5 | \$ 3,150 | \$ 15,750 |
| 1170-0109000F | 2 INCH CU WATER SERVICE LINE | FOOT | 67 | \$ 220 | \$ 14,740 |
| 1170-0109000F | 1 INCH CU WATER SERVICE LINE | FOOT | 555 | \$ 190 | \$ 105,450 |
| | CONTINGENCY | LS | 1 | | \$ 90,880 |
| | ODOT CE | LS | 1 | | \$ 125,420 |
| | | | | | |

TOTAL: \$822,810.92