

**COOPERATIVE IMPROVEMENT AGREEMENT**  
**Construction and Maintenance**  
**Eastside Streetcar Loop**

**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 "ODOT"; and the CITY OF PORTLAND, acting by and through its elected officials, hereinafter referred to as "City," both herein referred to individually or collectively as "Party" or "Parties."

***RECITALS***

1. Pacific Highway (I-5) and East Portland Freeway (I-84) are both a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). NE Broadway, NE Weidler, NE MLK and NE Grand Avenue are all a part of the City street system under the jurisdiction and control of City. There are four bridges on these City streets which cross over I-5 and I-84 (Bridge Nos. 08575, 08575R, 02350A, and 07040) and are the structural responsibility of ODOT.
2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, ODOT 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. By the authority granted in ORS 366.425, ODOT 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, ODOT shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.

**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, ODOT and City agree to the City's construction of the Eastside Streetcar Loop Project within the areas impacting ODOT's facilities (including the bridges identified in Recital No. 1), hereinafter referred to as "Project". Work on the Project includes: modifications to sidewalks, grinding pavement and installing track, repaving, installing streetcar poles and catenary lines, and improving drainage. 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. Also included in Exhibit A is the schedule for

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anticipated crossings of ODOT structures and a reference list to all pages of the contract plans that pertain to the ODOT structures for the Project.

2. The Project will be constructed and financed by City at its own expense. Said Project cost is estimated at \$145,000,000. Due to the structural integrity responsibility of the ODOT bridges, ODOT will be providing certain plan and design reviews and on-site inspection of the work related to the structures. Said ODOT reviews and inspections will be conducted at Project expense.
3. Total cost for ODOT work to be reimbursed by City is estimated at \$46,300, and is further described in the attached exhibit, marked Exhibit B, and by this reference made a part hereof. If said ODOT costs are to exceed \$46,300, an executed amendment to this Agreement shall be required prior to said additional costs being incurred and reimbursed.
4. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance responsibilities for the useful life of the facilities constructed as part of the Project. The useful life is defined as twenty (20) calendar years. The Project shall be completed within ten (10) calendar years following the date of final execution of this Agreement by both Parties.

***CITY OBLIGATIONS***

1. City, 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 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 and other necessary functions for sole administration of the construction contract entered into for this Project.
2. City shall, prior to its advertisement for construction bid proposals, provide the Project preliminary and final plans and specifications to ODOT's District 2B Office for review and written concurrence. The plans and specifications must be approved by Office of the ODOT Traffic Engineer. ODOT's District 2B Office will coordinate this review.
3. City has obtained permits (No. 2BM37838 & 2BM37839) to "Occupy or Perform Operations upon a State Highway" from ODOT's District 2B Office. City shall also obtain all land use permits, building permits, and engineering design review approval from ODOT. City agrees to comply with all provisions of said permit(s), and shall require its developers, contractors, subcontractors, or consultants performing such work to comply with such permit and review provisions.

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4. City shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from ODOT, forward to ODOT an advance deposit or irrevocable letter of credit in the amount of \$46,300. Said amount being equal to the estimated total cost for the work performed by ODOT under Terms of Agreement. If ODOT's costs are to exceed \$46,300 an amendment to this agreement is required prior to ODOT performing the work and City reimbursing ODOT. Any portion of said advance deposit which is in excess of the ODOT's total costs will be refunded or released to City.
5. For all utilities affected by this Project, City shall follow ODOT established Statutes, Policies and Procedures when Project impacts occur to privately or publicly-owned utilities. City shall provide copies of all utility notifications, agreements and Utility Certification to ODOT's State Utility Liaison and the Local Agency Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 Code of Federal Regulations (CFR) Part 645 Subpart A and B shall be reimbursed. City shall work through the ODOT's Region 1 ODOT office when a utility located within the ODOT's right of way requires relocation. On behalf of City, at Project expense, City may request in writing for ODOT to arrange utility relocations/adjustments lying within ODOT or City jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. However, ODOT is under no obligation to agree to perform said duties. All utility's located with in the ODOT's right of way that requires relocation must receive necessary permits through the ODOT's District Maintenance office.
6. All employers, including City, 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. City shall ensure that each of its subcontractors complies with these requirements.
7. City 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.
8. City shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation, its officers and employees from any and all claims, suits, and liabilities which may occur in the performance of this Project. City's total liability shall not exceed the tort claims limits provided in Oregon Tort Claims Act, ORS 30.260 to 30.300, for 'local public bodies'.

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9. Notwithstanding the foregoing defense obligations under the paragraph above, neither City nor any attorney engaged by City shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that City is prohibited from defending the State of Oregon, or that City is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against City if the State of Oregon elects to assume its own defense.
10. City 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, City 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.
11. City shall construct the Project in accordance with the requirements of ORS 276.071 including the public contracting laws within ORS Chapters 279A, 279B and 279C.
12. If City chooses to assign its contracting responsibilities to a consultant or contractor, City shall inform the consultant or contractor of the requirements of ORS 276.071, to ensure that the public contracting laws within ORS Chapters 279A, 279B and 279C are followed.
13. Pursuant to OAR 952, Division 1, City or its contractor shall, within the limits of the Project, be responsible to mark and monitor all locates required by Oregon Locate Laws to mark the utilities.
14. City shall either (a) load rate a bridge when adding two (2) inches of pavement to an existing bridge deck to determine the capacity of the bridge or (b) remove 2-inches of Asphalt Concrete (AC) from the bridge deck and then place 2-inches back for a zero net gain of Asphalt Concrete (in-lay/over-lay) on the bridge deck. City shall then sawcut the new AC pavement at the bridge ends and fill with poured joint filler to account for bridge movement. The most current specifications are located in the (Bridge Design and Drafting Manual (BDDM)) at the following web address:  
[http://www.oregon.gov/State/HWY/BRIDGE/standards\\_manuals.shtml](http://www.oregon.gov/State/HWY/BRIDGE/standards_manuals.shtml)

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15. If any right of way is to be obtained that will ultimately become ODOT operating right of way, City will immediately contact the ODOT and a separate Right of Way Services agreement shall be executed between both Parties referencing this Agreement number before any such right of way is obtained.
16. City shall provide to ODOT permanent mylar "as constructed" plans for work on ODOT's facilities. If City redrafts the plans, done in Computer Aided Design and Drafting (CADD) or Microstation, to get the "as constructed" set, and they follow the most current version of the "Contract Plans Development Guide, Volume 1 Chapter 16" [http://www.oregon.gov/State/HWY/ENGSERVICES/docs/dev\\_guide/vol\\_1/V1-16.pdf](http://www.oregon.gov/State/HWY/ENGSERVICES/docs/dev_guide/vol_1/V1-16.pdf), City shall provide to ODOT a Portable Document Format (PDF) file and a paper copy of the plan set.
17. Pursuant to the statutory requirements of ORS 279C.380 City shall require their contractor to submit a performance bond to City for an amount equal to or greater than the estimated cost of the Project.
18. The Special Provisions for the construction contract (Contract) work between City and its construction contractor(s) (Contractor) for this Project shall include the following stipulations:
  - a. Contractor shall name ODOT and City as third party beneficiaries of the resulting contract.
  - b. Contractor shall indemnify, defend and hold harmless ODOT and City, and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, sub-contractors, or agents under this Contract.
  - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to ODOT and City. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence shall not be less than \$ 1,000,000 for each job site or location. Each annual aggregate limit shall not be less than \$ 2,000,000.
  - d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial Business Automobile Liability Insurance

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covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.

- e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the Contract shall include ODOT and City and its divisions, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
  - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to ODOT and City. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.
20. City is responsible for and ensures that all survey monuments recorded with a county and within or adjacent to the highway right of way shall be preserved in accordance with ORS 209.140 and 209.150. Any such monumentation that is damaged or removed during the course of the Project must be replaced in compliance with ORS Chapter 209 stipulations, the ODOT Right of Way Monumentation Policy, and at City's own expense.
  21. City is also responsible, at its own expense, for replacement of any additional ODOT survey marks or other monumentation not recorded with a county that are damaged or removed during the course of the Project. In the event of such replacement, City shall contact ODOT's Geomtronics Unit for replacement procedures.
  22. If additional right of way is acquired for ODOT highway right of way purposes as a result of the Project, then a right of way monumentation survey is required as defined in ORS 209.150 and 209.155. City agrees to provide such a survey, at its own expense, following ORS Chapter 209 stipulations, ODOT Right of Way Monumentation Policy, and ODOT's Geomtronics Unit review and approval, and to file the legal survey with the appropriate Agency Surveyor's office as required
  23. City agrees that if there are any future ODOT improvements to the ODOT structures mentioned in this Agreement, the City will be responsible for all replacement/relocations costs of its own facilities at no expense to ODOT. If said improvements are needed as a result of Project impacts to ODOT's facilities, City agrees to jointly assess the improvements needed with ODOT and to come to some agreement on cost sharing of said improvements.

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24. City agrees that all traffic control plans impacting the ODOT highway systems must be reviewed and approved by ODOT Traffic prior to implementation. No total freeway closures are allowed.
25. City agrees, upon completion of the Project, to be responsible for the maintenance of the all surface roadway on ODOT structures. Surface roadway maintenance shall be understood to mean:
  - a. Snow and Ice events and activities related to same - specifically removal of snow and ice from the surface, and the placement of surface aggregate (gravel) and deicing chemicals and the subsequent removal of same.
  - b. Surface repair/maintenance of the roadway deck and sidewalks only. Surface repair will be defined to include any and all non-structural repairs to the riding or walkway surface - patching potholes, patching shallow surface spalls or delaminations (excluding normal concrete matrix aggregate popouts) and maintenance and/or the replacement of damaged, faded or substandard striping.
  - c. Surface repair/maintenance of the deck and sidewalk will be understood to not apply to or include any repairs that are structural in nature, i.e. any deterioration to the roadway, curbs or walking surface (both top and bottom faces) where reinforcing steel or embedded steel parts are exposed, or where the deck's structural section is reduced as a result of rutting or wear caused by studded tires or excessive wheel loadings. Surface maintenance will be further understood to not include the future application of structural deck enhancements - i.e use of "healer/sealer" treatments to protect reinforcing steel from corrosion, or the future application of deck overlay products to restore the deck and sidewalk concrete to the full structural section. Surface maintenance will also not include the sawcutting of future surface grooving for traction enhancement.
  - d. In addition, the City will not assume any maintenance of bridge expansion joints and joint assemblies, bridge railings and/or handrailing, including impact damage to any of the rail elements - posts, railing, baseplates, anchor bolts or rail attachment bolts, galvanizing/painted/coated surfaces, mesh fabrics or protective screening.
  - e. Also, the City will not assume any inspection or reporting activities related to the condition of any of the bridge elements excluded above. City inspection activity will be limited to a bi-yearly assessment of the deck roadway and sidewalk surface under the definition of surface maintenance.

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26. City shall be responsible for the maintenance of the streetcar rails, catenary lines, poles, and power for said poles, all at its own expense. City shall coordinate directly with the power company to insure that power for said poles is billed directly to the City.
27. City agrees that if protective screening for ODOT bridges is required as a direct result of the addition of the Streetcar, ODOT shall not be responsible for the cost of such screening and shall seek the necessary funds to accommodate such requirement.
28. City certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of City, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind City.
29. City's Project Manager for this Project is Shoshanah Oppenheim, Streetcar Project Management, 1120 SW 5<sup>th</sup> Avenue, Suite 800, Portland, OR 97204. Phone 503-823-7677. Email: [soppenheim@pdxtrans.org](mailto:soppenheim@pdxtrans.org), or assigned designee upon individual's absence. ODOT's Project Manager shall be notified in writing of any contact information changes during the term of this Agreement.

**ODOT OBLIGATIONS**

1. For the purposes of City work being performed on ODOT bridges, ODOT shall perform the services described in Exhibit B.
2. ODOT shall, upon execution of the Agreement, forward to City a letter of request for an advance deposit or irrevocable letter of credit in the amount of \$46,300 for payment of ODOT services described in Exhibit B. Any requests for additional deposits shall require and amendment to this Agreement prior to work performed and reimbursement made.
3. Upon completion of the Project, ODOT will refund to City any portion of said advance deposit which is in excess of the total ODOT costs for Project.
4. ODOT grants City, upon the issuance of the necessary permits, the right to enter onto ODOT right of way for the performance of duties as set forth in this Agreement.
5. ODOT shall keep accurate cost accounting records. ODOT shall prepare and submit monthly itemized, progress invoices for its services directly to City's Project Manager for review and approval. Such invoices will be in a form identifying the Project, the Agreement number, the invoice number or the account number or both, and will itemize all expenses for which reimbursement is claimed.



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6. ODOT agrees, upon completion of the Project, to be responsible for the maintenance of the sidewalks (associated with the structures), bridge joints, railings, structural integrity, and structural drainage, all at its own expense.
7. ODOT shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless the City, its officers, agents and employees from any and all claims, suits, and liabilities which may occur in the performance of this Project.
8. Notwithstanding the foregoing defense obligations under the paragraph above, neither ODOT nor any attorney engaged by the State of Oregon shall defend any claim in the name of the City, nor purport to act as legal representative of the City, without the prior written consent of the City's Attorney. The City may, at anytime at its election assume its own defense and settlement in the event that it determines that ODOT is prohibited from defending the City, or that ODOT 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 reserves all rights to pursue any claims it may have against ODOT if the City elects to assume its own defense.
9. ODOT's Project Manager for this Project is Robyn Bassett, ODOT Project Leader, 123 NW Flanders St., Portland, OR 97209, 503-731-8469, or assigned designee upon individual's absence. City's Project Manager shall be notified 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. ODOT may terminate this Agreement effective upon delivery of written notice to City, or at such later date as may be established by ODOT, under any of the following conditions:
  - a. If City fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If City 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 ODOT fails to correct such failures within ten (10) days or such longer period as ODOT may authorize.
  - c. If City fails to provide payment of its share of the cost of the Project.

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- d. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
- e. 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 ODOT 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 City fails to maintain facilities in accordance with the terms of this Agreement, ODOT, at its option, may maintain the facility and bill City, seek an injunction to enforce the duties and obligations of this Agreement or take any other action allowed by law.
5. 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.
6. 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 ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

**IN WITNESS WHEREOF**, each Party, by execution of this Agreement, hereby acknowledges that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director,

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Highways; Deputy Director, Central Services and the Chief of Staff, to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program or in other system plans approved by the Oregon Transportation Commission such as the Oregon Traffic Safety Performance Plan, or in a line item in the biennial budget approved by the Director. The Director may also delegate to other Administrators the authority to execute intergovernmental agreements over \$75,000 for specific programs such as transportation safety, growth management and public transit.

**CITY OF PORTLAND**, by and through its Elected Officials:

By \_\_\_\_\_  
 Mayor

Date \_\_\_\_\_

By \_\_\_\_\_  
 Recorder

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By **APPROVED AS TO FORM**

City Counsel  
*[Signature]*  
 Date **CITY ATTORNEY** 3/16/10

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_  
 Assistant Attorney General

Date: \_\_\_\_\_

**STATE OF OREGON**, by and through its Department of Transportation:

By \_\_\_\_\_  
 Deputy Director, Highways

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
 Technical Services Manager/Chief Engineer

Date \_\_\_\_\_

By \_\_\_\_\_  
 State Traffic Engineer

Date \_\_\_\_\_

By *[Signature]*  
 Region 1 Manager

Date 3/12/10

By \_\_\_\_\_  
 District 2B Manager

Date \_\_\_\_\_

**EXHIBIT A**

**Portland Streetcar Loop Project**  
**ODOT Structure Crossings Schedule**

<b>Structure</b>	<b>Activity</b>	<b>Start Date</b>	<b>End Date</b>
Weidler / I-5	Civil / Track	1/3/2011	1/28/2011
	OCS Pole Foundations	TBD	TBD
	Traffic Signal	TBD	TBD
	Signage/Striping	TBD	TBD
Broadway/I-5	Civil / Track	7/6/2010	7/23/2010
	OCS Pole Foundations	TBD	TBD
	Traffic Signal	TBD	TBD
	Signage/Striping	TBD	TBD
Grand/I-84	Civil / Track	7/25/2011	8/12/2011
	OCS Pole Foundations	TBD	TBD
	Traffic Signal	TBD	TBD
	Signage/Striping	TBD	TBD
MLK/I-84	Civil / Track	7/25/2011	8/12/2011
	OCS Pole Foundations	TBD	TBD
	Traffic Signal	TBD	TBD
	Signage/Striping	TBD	TBD

**STREETCAR LOOP PROJECT DRAWINGS**

*BASED ON: PORTLAND STREECAR LOOP PROJECT PLANS, ISSUED FOR  
CONSTRUCTION AND DATED NOVEMBER 2009*

**S002 PROJECT LAYOUT – STREETCAR LOOP****NE MARTIN LUTHER KING BLVD / INTERSTATE 84**

- K137 OUTBOUND TRACK, TRACK PLAN AND PROFILE – NE MLK JR BLVD
- K138 OUTBOUND TRACK, TRACK PLAN AND PROFILE – NE MLK JR BLVD
- C128 OUTBOUND TRACK, CIVIL ROADWAY PLAN – NE MLK JR BLVD
- C128A INTERSECTION ELEVATION, DETAIL PLAN – NE MLK JR BLVD & NE LLOYD BLVD
- C129 OUTBOUND TRACK, CIVIL ROADWAY PLAN – NE MLK BLVD
- S105 PLAN – NE MLK BLVD
- S108 TYPICAL SECTION – NE MLK BLVD
- S109 DECK MODIFICATION DETAILS – NE MLK BLVD
- S122 OCS POLE ATTACHMENT DETAIL – GRAND AVE & MLK JR BLVD BRIDGES
- J136 OCS LAYOUT PLAN AND SCHEDULE – NE MLK BLVD
- J137 OCS LAYOUT PLAN AND SCHEDULE – NE MLK BLVD
- J576 MARTIN LUTHER KING BRIDGE, CURRENT LEAKAGE MONITORING SYSTEM
- T311 TRAFFIC SIGNAL PLAN, NE MLK JR. BLVD/NE LLOYD BLVD
- T312 DETECTOR PLAN, NE MLK JR BLVD/NE LLOYD BLVD
- T313 WIRING DIAGRAM, NE MLK JR BLVD/NE LLOYD BLVD
- T315 REMOVAL PLAN, NE MLK JR BLVD/NE LLOYD BLVD
- T827 OUTBOUND TRACK SIGNING AND STRIPING PLAN – NE MLK BLVD
- T828 OUTBOUND TRACK SIGNING AND STRIPING PLAN – NE MLK BLVD

**NE WEIDLER ST / INTERSTATE 5**

- K122 OUTBOUND TRACK, TRACK PLAN AND PROFILE – NE WEIDLER ST
- K123 OUTBOUND TRACK, TRACK PLAN AND PROFILE – NE WEIDLER ST
- C113 OUTBOUND TRACK, CIVIL ROADWAY PLAN – NE WEIDLER ST
- C113A INTERSECTION ELEVATION DETAIL PLAN – NE WEIDLER ST & N WILLIAMS AVE, NE WEIDLER ST & VICTORIA AVE
- S090 BROADWAY, WILLIAMS, WEIDLER PROJECT LAYOUT – BROADWAY, WILLIAMS, WEIDLER
- S091 BROADWAY, WILLIAMS, WEIDLER DECK PLAN (BROADWAY) – NE BROADWAY ST BRIDGE
- S092 BROADWAY, WILLIAMS, WEIDLER DECK PLAN (WILLIAMS) – WILLIAMS AVE
- S093 BROADWAY, WILLIAMS, WEIDLER DECK PLAN (WEIDLER) – WEIDLER ST BRIDGE
- S094 BROADWAY, WILLIAMS, WEIDLER TYPICAL SECTIONS
- S096 BROADWAY, WILLIAMS, WEIDLER DETAILS

S097 BROADWAY, WILLIAMS, WEIDLER SIDEWALK MODIFICATION DETAILS  
 S121 OCS POLE ATTACHMENT DETAIL – WEIDLER OVER I-5 BRIDGE  
 J122 OCS LAYOUT PLAN AND SCHEDULE – NE WEIDLER  
 T191 TRAFFIC SIGNAL PLAN N WEIDLER ST/N WILLIAMS AVE  
 T193 WIRING DIAGRAM N WEIDLER ST/N WILLIAMS AVE  
 T195 REMOVAL PLAN N WEIDLER ST/N WILLIAMS AVE  
 T201 TRAFFIC SIGNAL PLAN NE WEIDLER ST/NE VICTORIA AVE  
 T202 DETECTOR PLAN NE WEIDLER/NE VICTORIA AVE  
 T203 WIRING DIAGRAM NE WEIDLER ST/NE VICTORIA AVE  
 T205 REMOVAL PLAN NE WEIDLER ST/NE VICTORIA AVE  
 T812 OUTBOUND TRACK SIGNING AND STRIPING PLAN – N WEIDLER ST  
 T812A OUTBOUND TRACK SIGNING AND STRIPING PLAN – N WILLIAMS AVE  
 T813 OUTBOUND TRACK SIGNING AND STRIPING PLAN – NE WEIDLER ST

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K160 INBOUND TRACK, TRACK PLAN AND PROFILE – NE BROADWAY  
 K161 INBOUND TRACK, TRACK PLAN AND PROFILE – NE BROADWAY  
 C149 INBOUND TRACK CIVIL ROADWAY PLAN – NE BROADWAY  
 C149A INTERSECTION ELEVATION DETAIL PLAN - NE BROADWAY ST & N WILLIAMS AVE  
 S090 BROADWAY, WILLIAMS, WEIDLER PROJECT LAYOUT – BROADWAY, WILLIAMS, WEIDLER  
 S091 BROADWAY, WILLIAMS, WEIDLER DECK PLAN (BROADWAY) – NE BROADWAY ST BRIDGE  
 S092 BROADWAY, WILLIAMS, WEIDLER DECK PLAN (WILLIAMS) – WILLIAMS AVE  
 S093 BROADWAY, WILLIAMS, WEIDLER DECK PLAN (WEIDLER) – WEIDLER ST BRIDGE  
 S094 BROADWAY, WILLIAMS, WEIDLER TYPICAL SECTIONS  
 S096 BROADWAY, WILLIAMS, WEIDLER DETAILS  
 S097 BROADWAY, WILLIAMS, WEIDLER SIDEWALK MODIFICATION DETAILS  
 S118 OCS POLE ATTACHMENT DETAIL – BROADWAY AT I-5 BRIDGE  
 S119 OCS POLE ATTACHMENT DETAIL – BROADWAY BRIDGE  
 S120 OCS POLE ATTACHMENT DETAIL – BROADWAY OVER I-5 BRIDGE  
 J574 BROADWAY, WILLIAMS, WEIDLER CURRENT LEAKAGE MONITORING SYSTEM  
 J159 OCS LAYOUT PLAN AND SCHEDULE – N BROADWAY ST  
 J160 OCS LAYOUT PLAN AND SCHEDULE – NE BROADWAY ST  
 T671 TRAFFIC SIGNAL PLAN N BROADWAY ST/N WILLIAMS AVE  
 T672 DETECTOR PLAN N BROADWAY ST/N WILLIAMS AVE  
 T673 WIRING DIAGRAM N BROADWAY ST/N WILLIAMS AVE  
 T674 WIRING DIAGRAM N BROADWAY ST/N WILLIAMS AVE  
 T675 REMOVAL PLAN N BROADWAY ST/N WILLIAMS AVE  
 T681 TRAFFIC SIGNAL PLAN N BROADWAY ST/N VANCOUVER AVE  
 T682 DETECTOR PLAN N BROADWAY ST/N VANCOUVER AVE  
 T683 WIRING DIAGRAM N BROADWAY ST/N VANCOUVER AVE

T685 REMOVAL PLAN N BROADWAY ST/N VANCOUVER AVE  
T848 INBOUND TRACK SIGNING AND STRIPING PLAN N BROADWAY

**NE GRAND AVE / INTERSTATE 84**

K173 INBOUND TRACK, TRACK PLAN AND PROFILE – NE GRAND AVE  
K172 INBOUND TRACK, TRACK PLAN AND PROFILE – NE GRAND AVE  
C162 INBOUND TRACK CIVIL ROADWAY PLAN – NE GRAND AVE  
C161 INBOUND TRACK CIVIL ROADWAY PLAN – NE GRAND AVE  
S122 OCS POLE ATTACHMENT DETAIL – GRAND AVE AND MLK BLVD BRIDGES  
S115 PLAN – GRAND AVE BRIDGE  
S117 MISCELLANEOUS DETAILS – GRAND AVE BRIDGE  
J173 OCS LAYOUT PLAN AND SCHEDULE – NE GRAND AVE  
J172 OCS LAYOUT PLAN AND SCHEDULE – NE GRAND AVE  
J575 GRAND AVENUE BRIDGE CURRENT LEAKAGE MONITORING SYSTEM  
T561 TRAFFIC SIGNAL PLAN NE GRAND AVE/NE EVERETT ST  
T562 DETECTOR PLAN NE GRAND AVE/NE EVERETT ST  
T563 WIRING DIAGRAM NE GRAND AVE/NE EVERETT ST  
T565 REMOVAL PLAN NE GRAND AVE/NE EVERETT ST  
T571 TRAFFIC SIGNAL PLAN NE GRAND AVE/NE LLOYD BLVD  
T572 DETECTOR PLAN NE GRAND AVE/NE LLOYD BLVD  
T573 WIRING DIAGRAM NE GRAND AVE/NE LLOYD BLVD  
T574 WIRING DIAGRAM NE GRAND AVE/NE LLOYD BLVD  
T575 REMOVAL PLAN NE GRAND AVE/NE LLOYD BLVD  
T860 INBOUND TRACK SIGNING AND STRIPING PLAN – NE GRAND AVE  
T861 INBOUND TRACK SIGNING AND STRIPING PLAN – NE GRAND AVE

**DETAIL SHEETS**

J002	OVERHEAD CONTACT SYSTEM LEGEND
J003	GENERAL NOTES
T881	STRIPING DETAILS (SHEET 1 OF 2)
T882	STRIPING DETAILS (SHEET 2 OF 2)
T883	PROPOSED SIGNS (SHEET 1 OF 2)
T884	PROPOSED SIGNS (SHEET 2 OF 2)
T885	EXISTING SIGNS (SHEET 1 OF 4)
T886	EXISTING SIGNS (SHEET 2 OF 4)
T887	EXISTING SIGNS (SHEET 3 OF 4)
T888	EXISTING SIGNS (SHEET 4 OF 4)
T001	TRAFFIC SIGNAL PLAN LEGEND (SHEET 1 OF 3)
T002	TRAFFIC SIGNAL PLAN LEGEND (SHEET 2 OF 3)
T003	TRAFFIC SIGNAL PLAN LEGEND (SHEET 3 OF 3)
J579	OMSI VIADUCT CURRENT LEAKAGE MONITORING SYSTEM DETAILS
J311	OCS STANDARD TAPERED TUBULAR POLE ASSEMBLIES
C901	CIVIL DETAILS – HMAC PAVEMENT SECTION DETAILS



## EXHIBIT B

## ODOT EXPENSES TO BE REIMBURSED BY CITY

Unit	Estimate	Est. From	Notes
Survey			
Roadway	\$2,200.00	J. Auth	24 hours for R1 review and 16 hours for Salem review for a total of 40 hours
Bridge	\$5,500.00	R. Tovar	100 hours for review.
Geotech			
Hydraulics	\$2,200.00	D. Gunther	40 hours for review.
Traffic	\$12,000.00	M. Bartley	This would be the TCP, work zone restrictions, signal work & illumination, signs, access management.
Maint			
Environmental			
Construction Insp	\$20,000.00	Bob Schmidt	364 Hours of inspection during construction on all four structures
PL	\$4,400.00	R. Bassett	80 hours for IGA process.
Community Affairs			
Hazmat			
Bike/Ped			
Utilities			
<b>Total CE Estimate</b>	<b>\$46,300.00</b>		