

**COOPERATIVE IMPROVEMENT AGREEMENT
I-5 SB: Broadway-Weidler Exit Ramp (Portland)****187542**

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, 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. I-5 and its on/off ramps are a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). N. Broadway, N. Weidler Street and N. Vancouver Avenue are a part of the Portland (city street system) under the jurisdiction and control of the Agency.
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.
4. 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 city streets remains with the Agency.
5. By the authority granted in ORS 810.080 State has the authority to establish marked pedestrian crosswalks on its highway facilities.
6. By the authority granted in ORS 810.210, State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval. Traffic signal work on this Project will conform to the current State standards and specifications.
7. State is constructing improvements to the I-5 SB from N. Broadway - N. Weidler Street Exit Ramp, hereinafter referred to as "State Project". Said improvements will include the realignment of the right turn lane slip lane on the southbound ramp at N. Broadway - N. Weidler Street and upgrading the traffic signal at the intersection of N. Broadway and N. Vancouver.

State/Agency
No. 30514

8. The Parties cannot locate an agreement that addresses the current responsibilities surrounding the above mentioned traffic signal. The Parties agree to document the current understanding of said responsibilities in this Agreement for future reference.
9. The Agency desires to construct certain improvements on N. Broadway between N. Ross Ave. and N. Wheeler Ave., hereinafter referred to as the "Agency Project." The improvements include the construction of a Conventional Pedestrian Traffic Signal, sidewalk work, striping, and signage. The location of the Agency's Project is approximately as shown on the map attached hereto, marked Exhibit A – Project Location Map, and by this reference made a part hereof.
10. State and Agency desire that the State perform certain aspects of the Agency Project, at Agency's cost, given the close proximity of the two projects and the potential cost savings to be realized by constructing the two projects concurrently.
11. The purpose of this Agreement is to identify specifically the Parties' respective obligations for the Agency Project.

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 shall construct the Agency Project, as set forth in Exhibit B – Preliminary Statement of Work Agency Project, and by this reference made a part hereof.
2. State, or its consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, for the State's Project (including Agency 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.
3. Any additional construction elements beyond the scope of the Agency Project set forth in Exhibit B will be the responsibility of the Agency.
4. State acquired a Permanent Easement for highway purposes in State's name on the SE corner of the N Broadway/N Vancouver intersection for purposes of the State Project. The Permanent Easement is located between the Agency's right of way and private property and, following completion of the State Project, will not be needed for State highway purposes. State agrees to transfer and Agency agrees to accept the Permanent Easement as described in Exhibit C – Permanent Easement for Highway Right of Way Purposes, and by this reference made a part hereof.

5. The specific method of conveyance will be determined by the State and the Agency at the time of transfer and shall be coordinated by the State's Region Right of Way Manager. State agrees to provide Agency's Right of Way Supervisor with information and file documentation associated with the transfer.
6. The total cost for Agency Project is estimated to be \$166,802.64. The estimate for the total cost of the Agency Project is subject to change. Agency shall be responsible for all Agency Project costs including any Agency Project costs beyond the estimate.
7. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance and power responsibilities for the useful life of the facilities constructed as part of the Agency Project. The useful life is defined as twenty (20) calendar years. The Agency Project shall be completed within ten (10) calendar years following the date of final execution of this Agreement by both Parties.

AGENCY OBLIGATIONS

1. Agency shall design the Agency Project at its own cost and expense. Agency will provide engineering review for the overall Agency Project at its own expense. Agency shall not be entitled to reimbursement for the design of the Agency Project. Agency shall not be entitled to reimbursement for the review of Agency Project or State Project.
2. Agency shall reimburse the State for the actual cost of constructing the Agency Project including, but not limited to, bid items and any Contract Change Orders (CCO's) FORM 734-1169, available from State's Project Leader, State Force Orders, and Authorizations for Additional Work as related to the items detailed in Exhibit B. Any costs incurred by State in constructing the projects together will be prorated based on the overall percentage of the Agency Project with respect to the State Project.
3. Agency shall reimburse State for flagging hours related to the Agency Project. Flagging hours will be logged by the State. Agency shall also reimburse State for the State's Traffic Control Supervisor for hours applicable to Agency Project. State will provide documentation that shows how hours will be tracked, see EXHIBIT D - SAMPLE FLAGGER AND PILOT CAR RECEIPT FORM 734-3955, and by this reference made a part hereof.
4. If Agency fails to reimburse State for the actual cost of constructing the Agency Project by October 31, 2018, State may withhold the actual cost of constructing the Agency Project from the Agency's proportional share of future Highway Fund distributions.
5. Agency must attend required meetings and work sessions including meetings with stakeholders at Agency's expense. Summary of required meetings include: a) Pre-Construction Meetings, b) Pre-Construction Open House.

State/Agency
No. 30514

6. Agency shall, at its own expense and upon completion of the Agency Project, be responsible for 100 percent of power connection, operation and maintenance associated with the Agency Project Conventional Pedestrian Traffic Signal (located on No. Broadway between N. Ross Ave. & N. Wheeler Ave) and illumination. Agency shall require the power company PGE (Portland General Electric) to send invoices directly to Agency for the meter that feeds the said signal and illumination.
7. Agency shall be present during the final inspection and commissioning of the above stated traffic signal installation.
8. The Agency currently maintains the State-owned traffic signal at the intersection of N. Broadway and N Vancouver Ave. Agency shall continue to maintain the signal at N. Broadway and N. Vancouver Ave. and shall bill State annually for 100 percent of said maintenance costs. Agency shall continue to be responsible for the power costs associated with said traffic signal and insure that the power company sends its invoices directly to Agency.
9. Agency shall maintain existing and new striping on N. Broadway at its own expense.
10. Agency shall, at its own expense, maintain existing and new signs on N. Broadway as well as street name signs at the intersection of N. Broadway & N. Vancouver Ave.
11. Agency shall, at its own expense, review and approve shop drawings for the Agency Project. In the case of the pipe-supported street name signs at the intersection of N. Broadway and N. Flint Ave., the Agency will provide approved shop drawings at its own expense.
12. Agency shall inspect the contractor's work for the Agency Project. Agency shall not be entitled to reimbursement for any inspection by Agency of the Agency Project or the State Project.
13. Agency shall coordinate with the State Project Manager before visiting the Agency Project site.
14. Agency shall remove all salvage material within 48 hours of notice from State.
15. Agency shall coordinate tree trimming with Portland Parks and Recreation Urban Forestry to trim the trees on N. Broadway in conflict with the Agency Project.
16. Agency, by execution of Agreement, gives its consent as required by ORS 373.050(1) to any and all closure of streets that intersect the state highway, if any there be in connection with or arising out of the Agency Project or the State Project covered by the Agreement.

17. All employers, including Agency, 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 \$500,000.00 must be included. Agency shall ensure that each of its contractors complies with these requirements.
18. Agency shall perform its obligations 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.
19. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation 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, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.
20. Any such indemnification shall also provide that neither the Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor 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 Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor 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 claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
21. Agency 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, Agency 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.

22. Agency, if a city, by execution of Agreement, gives its consent as required by ORS 373.030(2) and ORS 105.760 to any and all changes of grade within the Agency limits, and gives its 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 Agency Project and the State Project covered by the Agreement.
23. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
24. Agency's Project Manager for this Project is Winston Sandino, Project Manager 1120 SW Fifth Ave, Suite 800, Portland, OR 97204, 503-823-5767, Winston.Sandino@portlandoregon.gov or assigned designee upon individual's absence. Agency shall notify State in writing of any contact information changes during the term of this Agreement.
25. Agency shall, upon completion of Agency's Project, accept ownership and maintenance responsibility for all Agency Project improvements including the Conventional Pedestrian Traffic Signal, illumination, sidewalk, and landscaping. State will not reimburse Agency for maintenance work.

STATE OBLIGATIONS

1. State shall be responsible for constructing the State Project and shall be responsible for all costs associated with construction and installation of the State Project. State shall construct the Agency Project, as set forth in Exhibit B, the cost of which will be reimbursed to State by Agency. State shall invoice Agency for all work associated with the Agency Project upon completion of the combined State and Agency Project.
2. State shall, at its own expense, maintain the three channel and grate inlets embedded in the sidewalk on the north side of N. Broadway between the I-5 SB exit-ramp terminal and N. Flint Ave.
3. State shall, at its own expense, construct and maintain the signage and striping on the I-5 SB exit ramp at N. Broadway as part of the State Project.
4. Upon receipt of annual billing from Agency, State shall reimburse Agency 100 percent of traffic signal maintenance cost for the State-owned traffic signal at the intersection of N. Broadway and N Vancouver Ave., as addressed in Agency Obligation paragraph number 8.
5. State shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold

State/Agency
No. 30514

harmless the Agency, 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, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of State's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the Agency shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Agency, be indemnified by the State's contractors and subcontractors from and against any and all Claims.

6. Any such indemnification shall also provide that neither the State's contractor and subcontractor nor any attorney engaged by State's contractor and subcontractor shall defend any claim in the name Agency, nor purport to act as legal representative of the Agency or any of its agencies, without the prior written consent of the City Attorney's. The Agency may, at any time at its election assume its own defense and settlement in the event that it determines that State's contractor is prohibited from defending the Agency, or that State's contractor is not adequately defending the Agency's interests, or that an important governmental principle is at issue or that it is in the best interests of the Agency to do so. Agency reserves all rights to pursue claims it may have against State's contractor if Agency elects to assume its own defense.
7. State's Project Leader for this Project is Lindsay Higa, 123 NW Flanders, Portland, Oregon 97209, 503-731-4996, Lindsay.HIGA@odot.state.or.us or assigned designee upon individual's absence. State shall notify Agency in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. For the purposes of this Agreement, "Third Notification" means written acknowledgment by the State, subject to final acceptance, that as of the date of the notification the contractor has completed the Agency Project according to the construction contract, including without limitation completion of all minor corrective work, equipment and plant removal, site clean-up, and submittal of all certifications, bills, forms and documents required under the construction. Upon issuance of the Third Notification, State will invoice Agency for actual costs incurred for the Agency Project cost. Payment by Agency to State shall be made no later than October 31, 2018.
2. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
3. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.

- b. If Agency 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 State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Agency's Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, 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 State is prohibited from paying for such work from the planned funding source.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. 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.
6. 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.

7. 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.
8. 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.
9. If Agency fails to maintain facilities in accordance with the terms of this Agreement, State, at its option, may maintain the facility and bill Agency, seek an injunction to enforce the duties and obligations of this Agreement or take any other action allowed by law.
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.

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.

The State Project is in the 2012-2015 Statewide Transportation Improvement Program, Key #18262 that was adopted by the Oregon Transportation Commission on March 21, 2012 (or subsequently approved by amendment to the STIP).

State/Agency

No. 30514

CITY OF PORTLAND, by and through its
elected officials

By _____

Mayor

Date _____

By _____

Auditor

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

APPROVED AS TO FORM

By _____

City Legal Counsel

Date _____ CITY ATTORNEY 11/16/15

City Contact:

Winston Sandino, Project Manager

1120 SW Fifth Ave, Suite 800

Portland, OR 97204

503-823-5767

Winston.Sandino@portlandoregon.gov

STATE OF OREGON, by and through
its Department of Transportation

By _____

Region 1 Manager

Date _____

APPROVAL RECOMMENDED

By _____

State Traffic Engineer

Date _____

By _____

Region 1 Project Services Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____

Assistant Attorney General

Date _____

State Contact:

Lindsay Higa, Project Leader

123 NW Flanders,

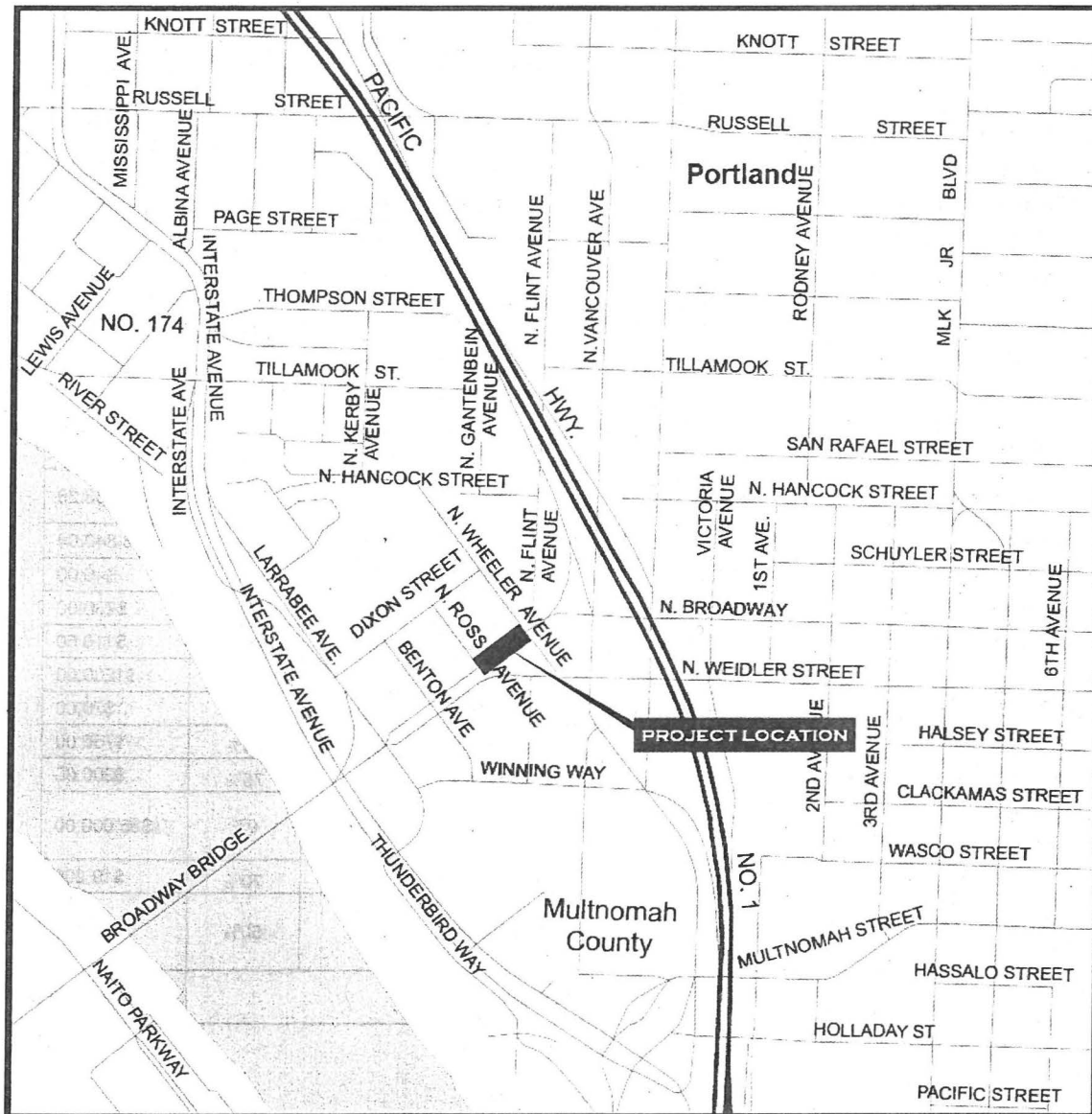
Portland, Oregon 97209

503-731-4996

Lindsay.HIGA@odot.state.or.us

EXHIBIT A - PROJECT LOCATION MAP

ODOT REGION 1



LEGEND

- PROJECT LOCATION
- STATE HIGHWAY CLASSIFICATION
- INTERSTATE
- STATEWIDE
- REGIONAL / DISTRICT
- REGIONAL BOUNDARY
- COUNTY BOUNDARY
- ACT BOUNDARY

"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information."



0 0.1 Miles
PRODUCED BY ODOT - GIS UNIT
(503) 986-3154 - MARCH 2015
GIS No. 23-52

**EXHIBIT B - PRELIMINARY STATEMENT OF WORK
AGENCY PROJECT**

These bid items are related to the Agency's Project which shall either be paid in full or in a percentage.

Line #	Task	Quantity	Unit	Unit Cost	% AGENCY	% ODOT	Extension
1	Mobilization	1.00	LS	\$95,177.71	12%	88%	\$11,421.33
2	Temporary Protection and Direction of Traffic	1.00	LS	\$170,000.00	15%	85%	\$25,500.00
3	Inlet Protection, Type 3	2.00	EA	\$82.00	100%	0%	\$164.00
4	Inlet Protection, Type 4	1.00	EA	\$82.00	100%	0%	\$82.00
5	Construction Survey Work	1.00	LS	\$1,500.00	15%	85%	\$225.00
6	Asphalt Pavement Saw Cutting	317.15	FT	\$2.59564	100%	0%	\$823.21
7	Aggregate Base	77.50	TONS	\$31.99717	100%	0%	\$2,479.78
8	Level 4, ½ inch Dense Asphalt Concrete	26.10	TONS	\$35.00	100%	0%	\$913.50
9	Performance Grade 70-22 Asphalt in Asphalt Concrete	1.60	TONS	\$700	100%	0%	\$1120.00
10	Concrete Curbs, Standard Curb	184.72	FT	\$24.00	100%	0%	\$4,433.28
11	Concrete Walks	1473.34	SQ FT	\$6.00	100%	0%	\$8,840.04
12	Pavement Bar Removal	20.00	SQ FT	\$2.00	100%	0%	\$40.00
13	Pavement Bar, Type AB	50.00	SQ FT	\$5.00	100%	0%	\$250.00
14	Remove Existing Signs	1.00	LS	\$850.00	13%	87%	\$110.50
15	Pipe Sign Supports	1.00	LS	\$1200.00	100%	0%	\$1200.00
16	Type 'W1' Signs in Place	5.00	SQ FT	\$14.00	100%	0%	\$70.00
17	Lighting Pole Arms	1.00	LS	\$3,000.00	25%	75%	\$750.00
18	Luminaires, Lamps, and Ballasts	1.00	LS	\$4,800.00	25%	75%	\$300.00
19	Traffic Signal Installation, N Broadway East of N Ross Ave	1.00	LS	\$85,000.00	100%	0%	\$85,000.00
20	Interconnect System	1.00	LS	\$64,000.00	30%	70%	\$19,200
21	Specials, Utilities adjustment – Utility Hookup	1.00	LS	\$10,000.00	50%	50%	\$5,000
				TOTAL			\$166,802.64

**Exhibit C – Permanent Easement
for Highway Right of Way Purposes**

File 7726001 | Drawing 1R-4-1214 | 03/10/2015

A parcel of land lying in Lot 8, Block 4, ELIZABETH IRVINGS ADDITION TO EAST PORTLAND, Multnomah County, Oregon, and being a portion of that property described in that Deed of Personal Representative to Richard C. Williams and Judith C. Williams, recorded November 20, 1980 in Book 1485, Page 773, Multnomah County Record of Deeds; the said parcel being more particularly describes as follows:

Beginning at a mag nail with 3/4-inch brass washer stamped "MARTINEZ LS 2536" marking the Northwest Corner of Lot 8, Block 210, HOLLADAY'S ADDITION TO EAST PORTLAND, Multnomah County, Oregon, as shown in Multnomah County Survey No. 56907; thence North $80^{\circ}53'23''$ West a distance of 1680.47 feet to the Northwest corner of Lot 8, Block 4, ELIZABETH IRVINGS ADDITION TO EAST PORTLAND, the TRUE POINT OF BEGINNING of the parcel of land herein described; thence South $89^{\circ}47'24''$ East, along the North line of said Lot 8, a distance of 20.31 feet; thence South $00^{\circ}12'36''$ West, leaving said North line, a distance of 5.00 feet; thence North $89^{\circ}47'24''$ West a distance of 13.68 feet; thence South $45^{\circ}11'51''$ West a distance of 3.72 feet; thence South $00^{\circ}11'05''$ West a distance of 2.20 feet; thence North $89^{\circ}48'55''$ West a distance of 4.00 feet to the West line of said Lot 8; thence North $00^{\circ}11'05''$ East, along said West line, a distance of 9.83 feet to the TRUE POINT OF BEGINNING.

Bearings are based on the Oregon Coordinate Reference System, Portland Zone, NAD 83 (2011) EPOCH 2010.00.

This parcel contains 124 square feet, more or less.

Exhibit C Continued (sketch map)

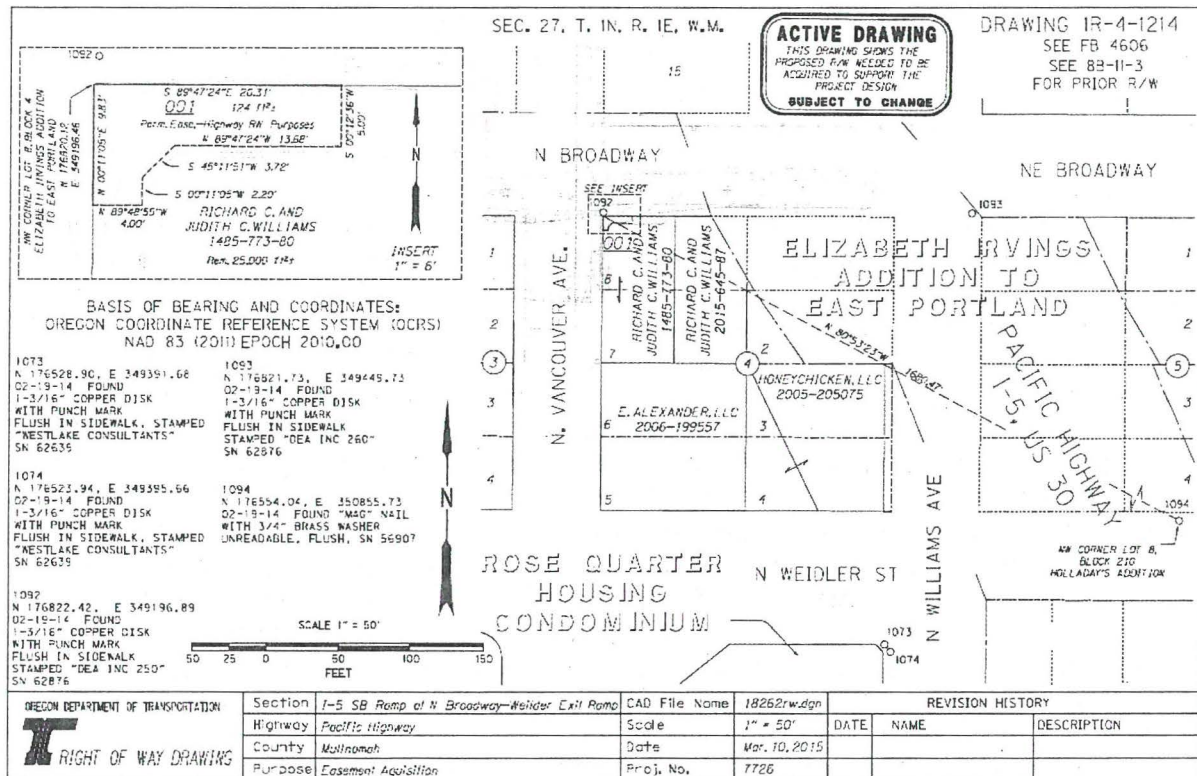


EXHIBIT D - SAMPLE FLAGGER AND PILOT CAR RECEIPT FORM 734-3955

FORM MUST BE ORDERED. [CLICK HERE TO OPEN UP ORDER FORM.](#)



FLAGGER AND PILOT CAR RECEIPT

PROJECT MANAGER (SECTION)		CONTRACT NO.	
CONTRACTOR OR SUBCONTRACTOR NAME		DATE OF WORK	
ITEM NO. /FLAGGING	ITEM NO./PILOT CAR	SHIFT	
FLAGGING			
START TIME	END TIME	WORK LOCATION	HOURS
PILOT CAR			
START TIME	END TIME	WORK LOCATION	HOURS
CONTRACTOR REPRESENTATIVE (SIGN)			
INSPECTOR (SIGN)		CERT. NO.	

734-3955 (4/13)

SIC 203250

PROJECT MANAGER

MARGINAL WORDS (RED INK)
PART 1 WHITE - PROJECT MANAGER
PART 2 CANARY - CONTRACTOR
PART 3 PINK - OTHER