# COOPERATIVE IMPROVEMENT (UTILITY) AGREEMENT OR22: Center Street Bridge Waterline Replacement – Bridge No. 00123K Key Number: 21705

**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 or ODOT;" and the City of Salem, 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. Salem Highway, Oregon Route 22 (OR22) and the Center Street (Willamette River) Bridge, is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). OR22 is also known within the limits of the Project as Center Street NE.
- 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. ODOT, 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 ODOT 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, 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 of Oregon. 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.
- 5. ODOT is planning the improvement of Center Street Bridge to construct seismic retrofit improvements to the Center Street Bridge to provide connectivity across the Willamette River after a major seismic event, referred to as "State Project" throughout this Agreement. The State's Project is anticipated to be completed in 2029. While the bridge is under construction, ODOT will use this opportunity to replace an Agency water line that runs under the Center Street Bridge with a more resilient water line and relocate the Agency's fiber conduit, as shown in Exhibit A, and hereinafter referred to as the "Utility Relocation 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, ODOT and Agency agree that ODOT or its contractor shall install Agency's non-reimbursable water lines connected to Center Street Bridge, reimbursable water line within the project limits and relocate fiber conduit as required to complete the Utility Relocation 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 Utility Relocation Project will be financed at an estimated \$7,000,000.00 as detailed in Exhibit B Cost Estimate in Agency funds. The estimate for the total Project cost is subject to change. Agency shall be responsible for the Utility Relocation Project as described in Exhibit B, attached hereto, and by this reference made a part hereof.
- 3. The Program Guide <u>Utility Relocation and Accommodation on Federal Aid Highway Projects</u> ("Program Guide") shall determine and establish the definitions and applicable standards and payments under this Agreement. By this reference, the Program Guide, including the definitions, process and standards outlined within, is adopted and made a part of this Agreement as if fully contained herein.
- 4. Agency and ODOT 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: <a href="https://example.com/html/>
  Highway Construction Section ODOT Construction Forms">Highway Construction ODOT Construction Forms</a>
- 5. 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 shall review and concur with the plans, designs, drawings and specifications for the Utility Relocation Project . Agency shall conduct a timely review and shall respond within 10-business days; failure by Agency to respond within 10-business days shall be considered Agency approval.
- 2. Agency grants ODOT the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
- 3. Agency grants ODOT the right to obtain a utility permit from Burlington Northern Sante Fe Railway ("BNSF") on their behalf in order to relocate a water line as detailed in Exhibit A. Agency shall review the BNSF utility permit with ODOT, prior to the permit execution. At the conclusion of the Project, the utility permit will be transferred to the City of Salem with all utility permit obligations to be fulfilled by the Agency.
- 4. Agency 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 \$524,800 for the Utility Relocation Project design cost, as shown in

Exhibit B. At the Plans, Specifications, and Estimates ("PS&E") Phase of the Project, Agency shall, upon a subsequent letter of request from ODOT, forward ODOT payment or irrevocable letter of credit in the remaining amount for the Utility Relocation Project, Sub-Total minus Design, detailed in Exhibit B, said amount being equal to the estimated total cost for the work performed by ODOT at Agency's request under ODOT Obligations, paragraph 2. Agency agrees to make additional deposits as needed upon request from ODOT. Depending upon the timing of portions of the Utility Relocation Project to which the advance deposit contributes, it may be requested by ODOT prior to Preliminary Engineering, purchase of right of way, approximately 4-6 weeks prior to Project bid opening, or after bid opening.

- 5. Upon completion of the Utility Relocation Project and receipt from ODOT of an itemized statement of the actual total cost of ODOT's participation for the Utility Relocation Project, Agency shall pay any amount which, when added to Agency's advance deposit, will equal 100 percent of actual total ODOT costs for the Utility Relocation Project. Any portion of said advance deposit which is in excess of the ODOT's total costs will be refunded or released to Agency.
- 6. All Agency water line, fiber conduit and appurtenances installed by ODOT or its contractor will require inspections by Agency; if Agency declines to inspect when requested by ODOT that will be interpreted as acceptance. Agency personnel will work directly with ODOT personnel. Agency shall not contact or communicate with ODOT's contractor without ODOT's consent. Agency will provide all necessary documentation that supports design or construction to ODOT, at ODOT's request. ODOT shall present to Agency any Contract Change Order ("CCO") for review and written approval by Agency. Agency shall conduct a timely review and shall respond within 10-business days; failure by Agency to respond within 10-business days shall be considered Agency approval.
- 7. Agency acknowledges and agrees that ODOT, 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 Utility Relocation Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.
- 8. 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 Project covered by the Agreement.
- 9. Agency's Project Manager for this Project is Ben Haney, Engineering Program Manager; PO Box 14300, Salem, Oregon 97309-1457; 503-588-6211; Bhaney@cityofsalem.net, 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.

#### **ODOT OBLIGATIONS**

- 1. ODOT, 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, provide record drawings for water line installation in electronic format and other necessary functions for sole administration of the construction contract entered into for this Utility Relocation Project.
- 2. ODOT 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 \$524,800 for payment of Utility Relocation Project design, shown in Exhibit B. ODOT shall, at PS&E phase of the Project, forward to Agency a second letter of request for payment or irrevocable letter of credit in the remaining amount, Sub-Total minus Design, detailed in Exhibit B, for payment of Utility Relocation Project . Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete Utility Relocation Project .
- 3. Upon completion of the Project, ODOT 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 ODOT costs for Utility Relocation Project or ODOT will refund to Agency any portion of said advance deposit which is in excess of the total ODOT costs for Project.
- 4. ODOT 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 ODOT, 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. ODOT shall ensure that each of its contractors complies with these requirements.
- 6. ODOT 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, ODOT 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, as amended, and ORS 659A.142; (iv) all regulations and administrative rules established

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pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

7. ODOT's Project Manager for this Project is Nicole Frankl, State and Rail Utility Liaison, ODOT – Technical Services, 4040 Fairview Ind. Drive SE, MS#2 Salem OR 97302, 503-385-6594, Nicole.Frankl@odot.oregon.gov, or assigned designee upon individual's absence. ODOT 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 ODOT 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 ODOT is jointly liable with Agency (or would be if joined in the Third Party Claim), ODOT 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 ODOT 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 ODOT 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. ODOT'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 ODOT had sole liability in the proceeding.
- 6. With respect to a Third Party Claim for which Agency is jointly liable with ODOT (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 ODOT in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of ODOT 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 ODOT 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. 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.
- 8. 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.
- 9. 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,

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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.

10. Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. ODOT reserves the right at any time to require the submission of the hard copy originals of any documents.

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**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 2024-2027 Statewide Transportation Improvement Program (STIP), (Key # 21705) that was adopted by the Oregon Transportation Commission on July 13, 2023 (or subsequently by amendment to the STIP).

City of Salem, by and through its elected official	, ,		
Ву	its Department of Transportation		
Title	By Interim Delivery and Operations Administrator		
LEGAL REVIEW APPROVAL (If required	Date		
Agency's process)	APPROVAL RECOMMENDED		
Ву	_		
Agency Counsel	By State Utility and Rail Liaison		
Date			
	Date		
Agency Contact:			
Ben Haney	APPROVED AS TO LEGAL SUFFICIENCY		
Engineering Program Manager			
PO Box 14300	By Stacy C. Posegate, via email dated		
Salem, OR 97309-1457	<u>05/21/2025</u>		
503-588-6211	Assistant Attorney General (If Over		

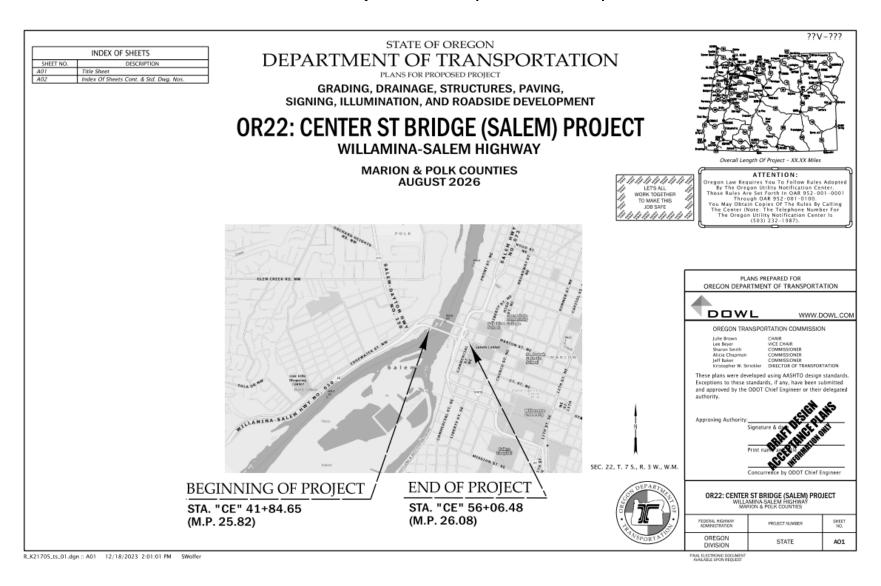
\$250,000)

# **ODOT Contact:**

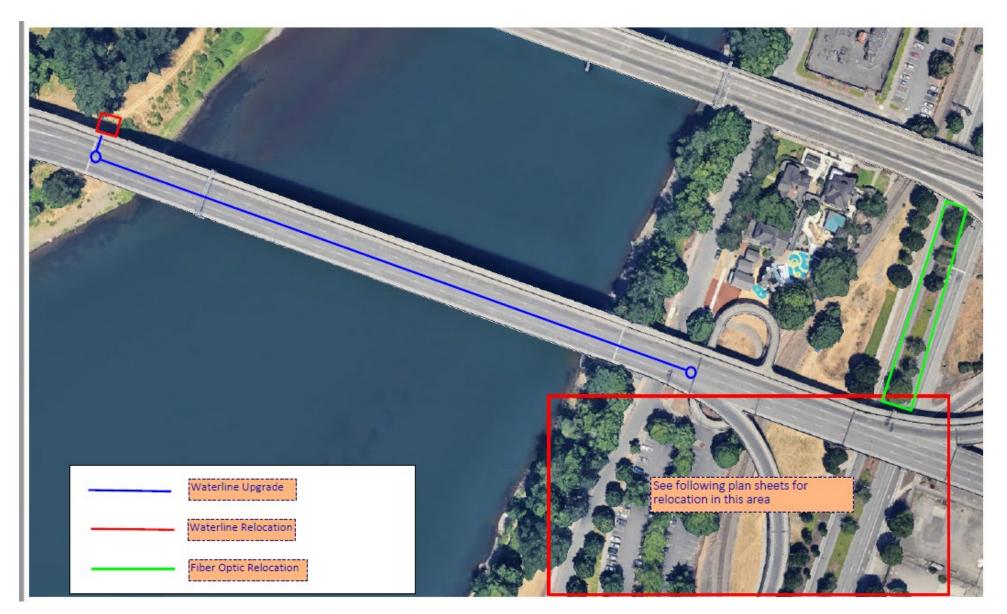
Bhaney@cityofsalem.net

Nicole Frankl
State Utility and Rail Liaison
ODOT – Technical Services
4040 Fairview Ind. Drive SE MS#2
Salem OR 97302
503-385-6594
Nicole.Frankl@odot.oregon.gov

## **EXHIBIT A – Project Location Map and Visual Description**



**EXHIBIT A – Project Location Map and Work (Cont.)** 



**EXHIBIT A – Project Location Map and Work (Cont.)** 

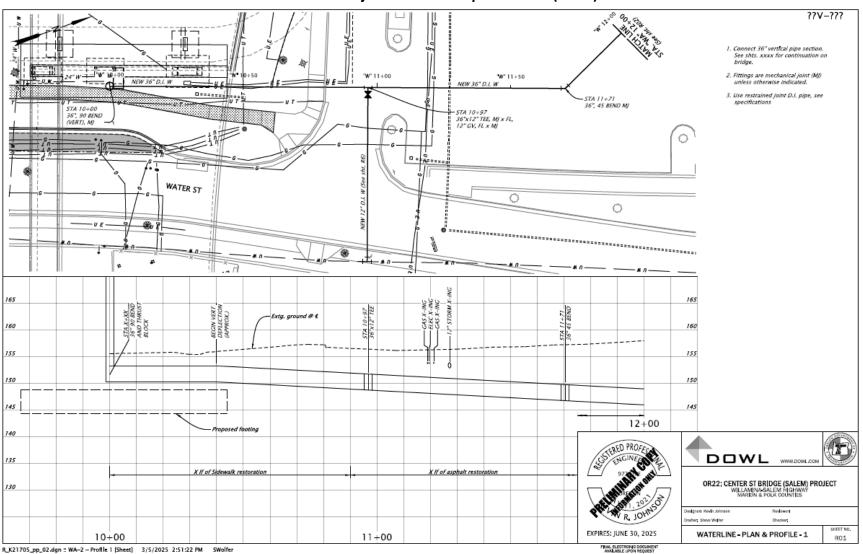
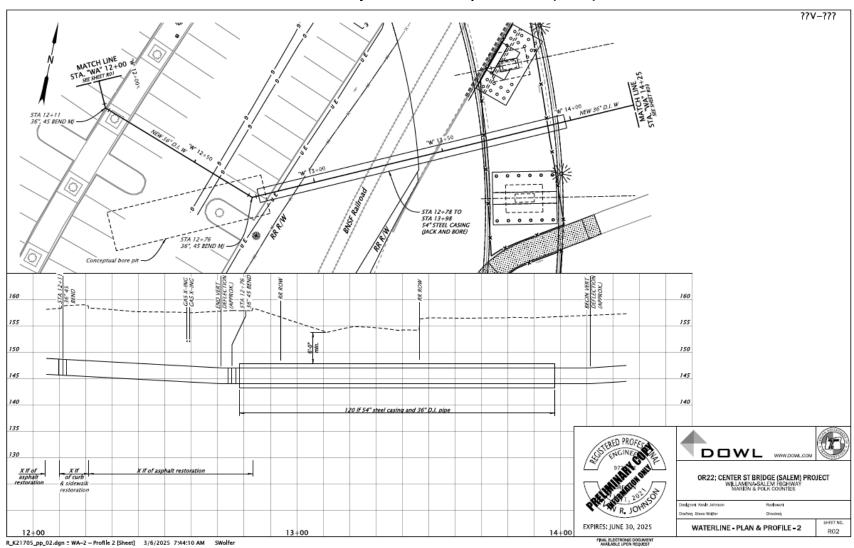
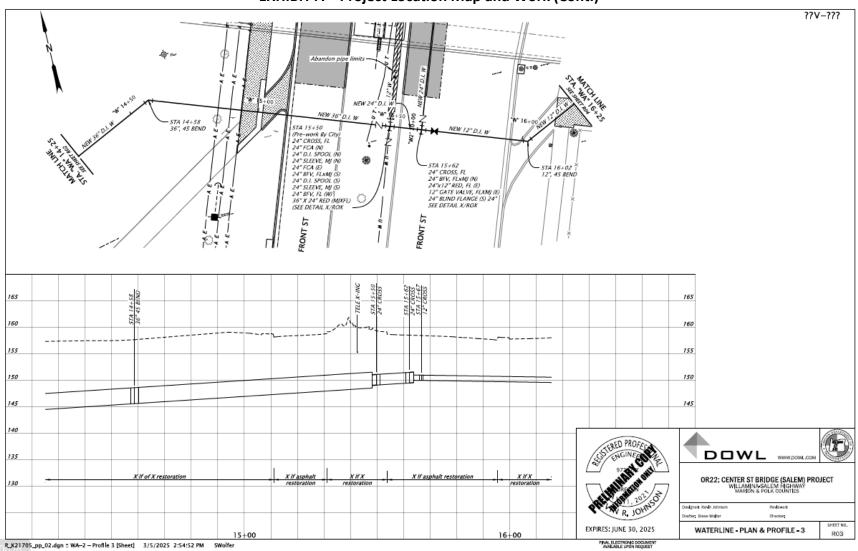


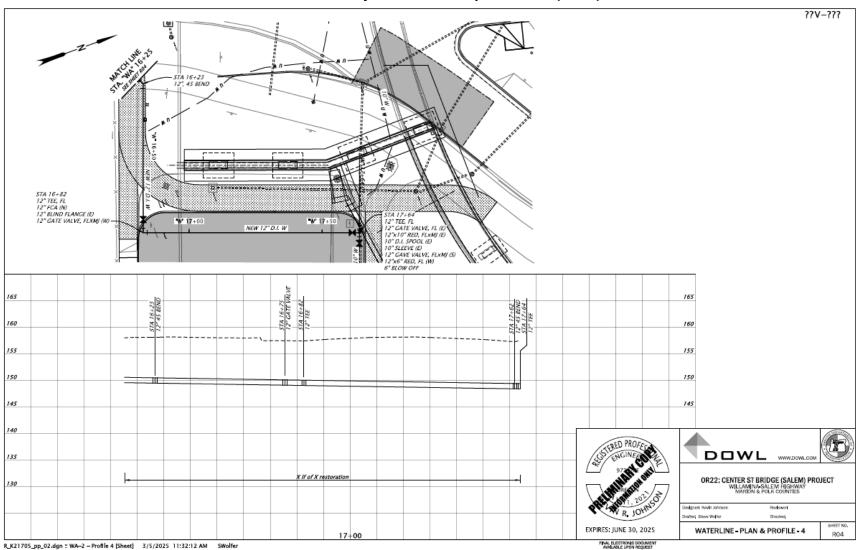
EXHIBIT A – Project Location Map and Work (Cont.)



**EXHIBIT A – Project Location Map and Work (Cont.)** 



**EXHIBIT A – Project Location Map and Work (Cont.)** 



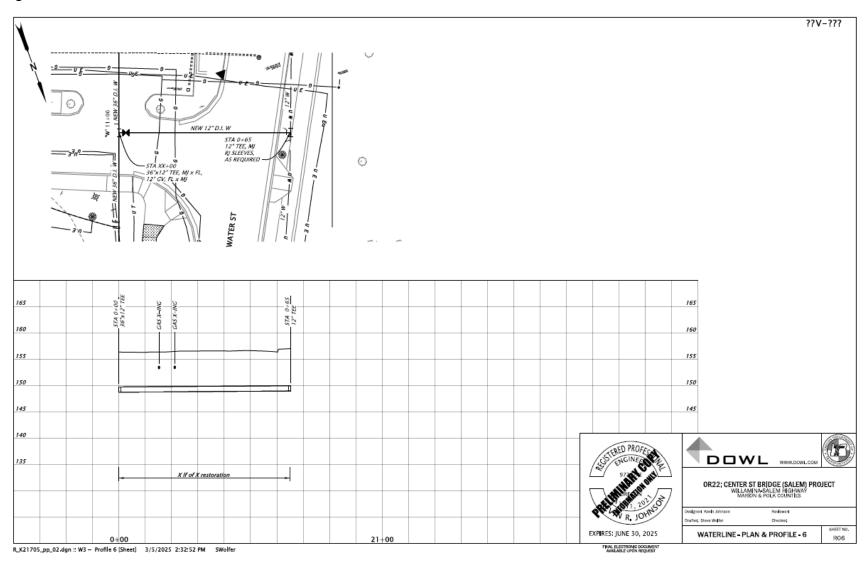
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??V-??? FRONT ST - STA 1+43 24"TEE, MJ 24" BFV, MJ (NJ 12" D.I. SPOOLS (N/S) 12" 90 BEND (S) 12" BLOW-OFF (S) NEW 24" D.I. W - STA 1+30 24", TEE 24" PLUG, (N) STA 20+04 CONNECT TO 24" BFV, MJ FRONT ST 24" T 145 DOWL WWW.DOWL.COM 135 OR22; CENTER ST BRIDGE (SALEM) PROJECT WILLAMINA-SALEM FIGHWAY MARION & POLK COUNTIES WATERLINE - PLAN & PROFILE - 5

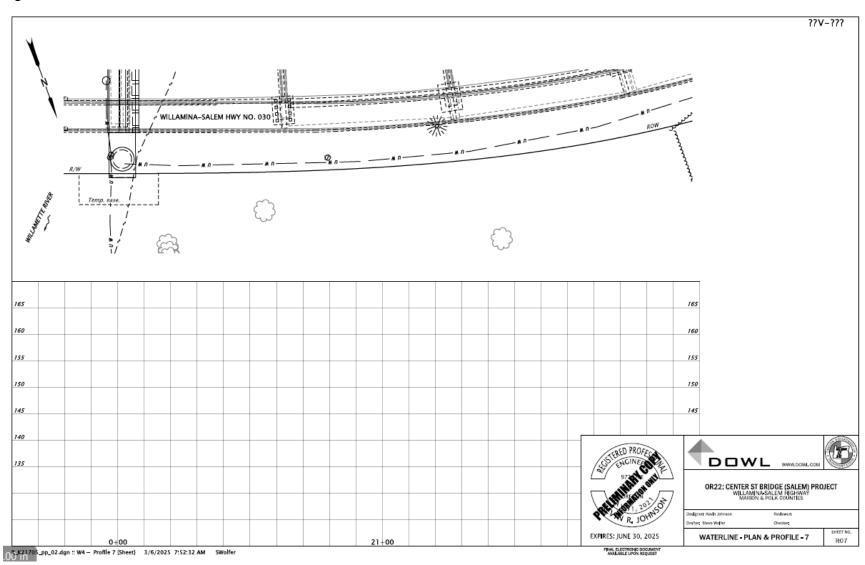
**EXHIBIT A – Project Location Map and Work (Cont.)** 

**EXHIBIT A – Project Location Map and Work (Cont.)** 

FINAL ELECTRONIC DOCUMENT WALABLE UPON REQUEST

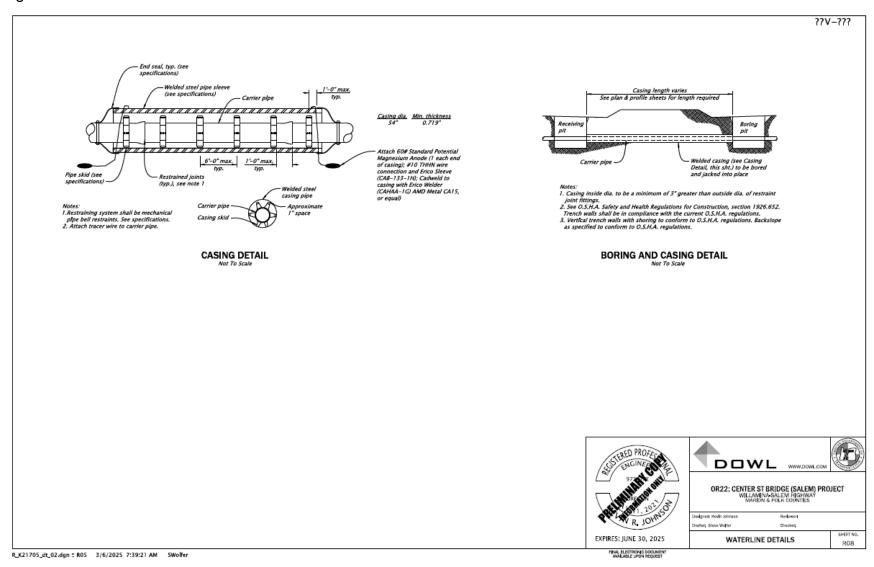


**EXHIBIT A – Project Location Map and Work (Cont.)** 



**EXHIBIT A – Project Location Map and Work (Cont.)** 

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### **EXHIBIT B – Cost Estimate**

## **DESIGN COSTS**

Page 1 – Fiber conduit relocation – \$14,800
Page 2 – Waterline relocation - \$160,000
Page 3 – Waterline upgrade on bridge - \$350,000
TOTAL = \$524,800

## **CONSTRUCTION COSTS**

Page 1 – Fiber conduit relocation, construction costs – \$85,200
Page 2 – Waterline relocation, construction costs - \$2,000,000
Page 3 – Waterline upgrade on bridge, construction costs - \$4,390,000

TOTAL = \$6,475,200

# **AGREEMENT TOTAL = \$7,000,000**

		DOWL Project No.: 60-80152.01	Cer	nter Street Brid		e Fiber Conduit	
Item	Payment	Planning-Level Cost Estimate May 6, 2025		For Planning Purposes Only		& City of Salem	Updated May 6, 2025
No.	Basis **	Item	Est. Unit	Quantity	Unit Price	Total Price	Notes
1	Proportional		LS	1  \$	10,000	\$ 10,000	
2		TP&DT, Erosion Control, Walks Temporary Protection & Direction of Traffic Erosion Control Fiber Optic Relocation	LS LS	1 \$ 1 \$	10,000 5,000		Covered as part of fiber optic relocation cost share Covered as part of fiber optic relocation cost share
4	Entire BI	Interconnect System	LS	1 \$	40,000	\$ 40,000 \$ - \$ - \$ - \$ -	
		ional BIs the City's share is described in the Notes colun Ils the City's share is the full cost of all associated BIs	Cons	Bidd truction Enginee ruction Continger		\$ 6,500 \$ 2,500 \$ 14,800	Reduced from 13.5% to 10% to reflect the fiber being a minor part of a large project  ODOT standard carried at time of bidding  20% design. Higher than 15% due to small size of project.  Includes 2-years of inflation @ 5% annually

# **EXHIBIT B – Cost Estimate (cont.)**

		DOWL Project No.: 60-80152.01				Center Str			cate Waterline & City of Salem	
		Diamaia a Laural Cont Fatianata	For	Planning	· ·					
		Planning-Level Cost Estimate								Updated March 14, 2025 (only formatting changes from 3/2/25)
em	Payment	March 19, 2025	Pur	poses Only	/				(reimburs.)	Bid items eligible for full or partial reimbursement.
No.	Basis **	Item	Est Unit	Quantity	Unit Price	Total Cost	City Cost		ODOT Cost	Notes
VO.	Dasis	item	ESt. Unit	Quantity	Onit Frice	Total Cost	City Cos		ODOT COSE	Notes
1	Proportional	Mobilization	LS	1 \$	209,124	209,124	\$ 157,9	44	\$ 51,180	10% of all biddable items
	•	TP&DT, Erosion Control, Walks								
2	Entire BI	Temp. Protection & Direction of Traffic	LS	1 \$	50,000 \$	50,000	\$ 50,0	00	\$ -	Lump sum for 3 weeks of traffic control to open cut across and along Front St.
3	Proportional	Erosion Control	LS	1 \$	87,244	87,244	\$ 43,6	22	\$ 43,622	5% of biddable items. ~50% reimbursible.
4	Entire BI	Sidewalk	SF	360 \$	40 \$	14,400	\$ 14,4	00	\$ -	3 sections (15 ft assumed for each) of 8-ft sidewalk to reconstruct
5	Entire BI	PCC Driveway	SF	0 \$	50 \$	-	\$ -	1 1	\$ -	South alignment avoids extg accesses.
6	Entire BI	Type A Curb & Gutter	Foot	30 S	80 9	2,400	\$ 2,4	00	s -	2 sections (15 ft assumed for each)
7	Entire BI	Type C Curb	Foot	0 \$	80 9	-	\$ -		\$ -	Covered be BI above
8	Entire BI	Storm Detention Restoration	LS	0 \$	30,000		\$ -		s -	South alignment avoids extg storm facility.
•	Entire bi	Waterline Related Items		- +			•		•	U.N.O, items below are based on the City's relocation concept from early 2024.
9	Proportional	36-inch Ductile Iron Pipe	Foot	550 S	780 \$	429,000	\$ 312.0	00	\$ 117,000	
10	Entire BI	24-inch Ductile Iron Pipe	Foot	140 S	400 \$	•		00		20% added to unti price for BABA and updated quantity
11	Entire BI	12-inch Ductile Iron Pipe	Foot	300 S	360 5		\$ 108.0			20% added to until price for BABA and updated quantity  20% added to until price for BABA and updated quantity
12	Proportional	RR Crossing	LS	1 \$	300.000				\$ 300.000	
13		2-inch Water Service	Each	1 5	10.000	,	-	00	,	Ling Grossing outside ODOT NOW and thus reinhoursible. (115 EF bore length)
	Entire BI		Each		1.000 \$			00	*	
14	Entire BI	Water Service Reconnection		1 \$		.,				0000 11 11 11 11 1 1 1 1 1 1 1 1 1 1 1
15	Entire BI	Fire Hydrant Assembly	Each	1 \$	8,000 \$	-,		00		20% added to unit price for BABA
16	Entire BI	36-inch Butterfly Valves	Each	4 \$	36,000	,	\$ 144,0			20% added to unit price for BABA
17	Entire BI	24-inch Butterfly Valves	Each	5 \$	11,700			00		20% added to unit price for BABA
18	Entire BI	12-inch Resilient Seated Gate Valves	Each	7 \$	4,800	,		00		20% added to unit price for BABA
19	Entire BI	36-inch Bend	Each	7 \$	18,000					20% added to unit price for BABA
20	Entire BI	24-inch Bend	Each	2 \$	4,800 \$			00		20% added to unit price for BABA
21	Entire BI	12-inch Bend	Each	4 \$	2,400 \$	9,600	\$ 9,6	00	\$ -	20% added to unit price for BABA
22	Entire BI	36" x 36" Cross	Each	1 \$	42,000 \$	42,000	\$ 42,0	00	\$ -	20% added to unit price for BABA
23	Entire BI	24" x 24" Cross	Each	1 \$	18,000	18,000	\$ 18,0	00	\$ -	20% added to unit price for BABA
24	Entire BI	36" x 24" Tee	Each	1 \$	18,000 \$	18,000	\$ 18,0	00	\$ -	20% added to unit price for BABA
25	Entire BI	36" x 12" Tee	Each	3 \$	24,000 \$	72,000	\$ 72,0	00	\$ -	20% added to unit price for BABA
26	Entire BI	36" x 6" Tee	Each	1 \$	24,000 \$	24,000	\$ 24,0	00	\$ -	20% added to unit price for BABA
27	Entire BI	36" x 24" Reducer	Each	2 \$	48,000 \$	96,000	\$ 96,0	00	\$ -	20% added to unit price for BABA
28	Entire BI	24" x 12" Reducer	Each	1 \$	12,000 \$	12,000	\$ 12,0	00	\$ -	20% added to unit price for BABA
29	Entire BI	12" Tee	Each	1 \$	3,400 \$	3,400	\$ 3,4	00	\$ -	20% added to unit price for BABA
30	Entire BI	36" Blind Flange	Each	2 \$	6,000 \$	12,000	\$ 12.0	00	\$ -	20% added to unit price for BABA
31	Entire BI	12" Blind Flange	Each	1 \$	1,200 \$	1,200	\$ 1.2	00	\$ -	20% added to unit price for BABA
32	Entire BI	2-inch Chlorination Tap	Each	3 \$	2,000 \$		\$ 6.0	00	s -	
33	Entire BI	6" Blow Off Assembly per Std. 406	Each	1 \$	6,000 \$			00		20% added to unit price for BABA
34	Entire BI	12" Blow Off Assembly per Std. 406	Each	3 \$	9,600 \$			00		20% added to unit price for BABA
35	Entire BI	18" Blow Off Assembly per Std. 406	Each	1 \$	19,200			00		20% added to unit price for BABA
36	Entire BI	Temporary Trench Patch	Foot	375 S	20 8			00		and the second second
37	Entire BI	Permanent Trench Patch, 4 Inches	SQYD	145 S	65 5			25		
38	Entire BI	Permanent Trench Patch, 4 Inches	SQYD	225 \$	130 5			50		
39	Entire BI	4" ARV	Each	1 \$	30,000	•		00	•	20% added to unit price for BABA
38					30,000	30,000	\$ 30,0	-		Early added to drift price for bribin
		onal Bls the City's share is described in the								
** For Entire BIs the City's share is the full cost of all associated BIs Biddable Items						_,	\$ 1,579,4			
				uction Engineer						<u> </u>
			Constru	ction Contingen				00		
					Design \$		\$ 160,0			
					Sub-Total 9	2,860,000	\$ 2,160,0	nn.	\$ 700,000	Includes 2-years of inflation @ 5% annually

# **EXHIBIT B – Cost Estimate (cont.)**

		DOWL Project No.: 60-80152.01		Center Street Bridge				
		Planning-Level Cost Estimate	For Planning		ODOT & City of Sale			
ltem	Payment	March 19, 2025	Purp	Purposes Only				Updated March 15, 2024
No.	Basis **	Item	Est. Unit	Quantity	Unit Price		Total Price	Notes
1	Proportional	Mobilization	LS	1 \$	347,204	\$	347,204	10% of all biddable items
		TP&DT, Walks						
2	Proportional	Temporary Protection & Direction of Traffic	LS	1 \$	46,690		46,690	7% of TP&DT Bid Item for work access from deck down to construct waterline
3	Proportional	Concrete Walks	SF	500 \$	20	\$	10,000	50% of sidewalk along Water St and at the spiral bike ramp
		Bridge Related Items						
4	Entire BI	Span 15 to 18 waterline bracing	LS	1 \$	150,000		150,000	Spans 15 to 18 are the steel girder river spans
5	Entire BI	Span 15 to 18 walkway and handrail	LS	1 \$	100,000	\$	100,000	Replace 1 of 4 spans Due to as-built condition. Update cost
6	Entire BI	Span 19 bracing and structural reinforcements	LS	1 \$	43,000	\$	43,000	Similar to item 2.
7	Proportional	Bridge Removal Work	LS	1 \$	125,000	\$	125,000	25% of Bridge Removal Work Bid Item. Includes partial walkway removal & some Span 19 concrete box removal
8	Proportional	Temporary Work Bridge	LS	1 \$	717,150	\$	717,150	7% of Temporary Work Bridge Bid Item for use and add'l access to remove & install waterline
9	Entire BI	Utility Attachment on Structures, 36 Inch Water Line	Each	118 \$	4,000	\$	472,000	Revised to ~9-ft spacing (previously ~6-ft) + 4 add"l for Bent 15 & Bent 20 connections
		Waterline Related Items						
10	Entire BI	Existing 24-inch Pipeline - Removal & Disposal	Foot	1,200 \$	100	S	120,000	
11	Entire BI	36 Inch DIP - Restrained Joints and Class B Backfill	Foot	70 \$	900	S	63,000	Supplied confirmed material cost is at least \$540/ft
12	Entire BI	36 Inch DIP - Restrained Joints on Structure	Foot	1,020 \$	800	\$	816,000	Slightly lower than buried pipe since bridge items capture a lot of the install work
13	Entire BI	Ductile Iron Pipe Bend, 36 Inch	Each	6 \$	20,000	\$	120,000	Previously 4. Added 2 bends to accommodate new Bent 15 geometry
14	Entire BI	Double Ball Expansion Joint, 36 Inch	Each	2 \$	150,000	S	300,000	
15	Entire BI	2 Inch Air Release/Air Vacuum Valve Assembly	Each	4 \$	8,000	\$	32,000	
16	Entire BI	12" Blowoff and Tee	Each	1 \$	10,000	\$	10,000	
** For Proportional BIs the City's share is described in the Notes column  ** For Entire BIs the City's share is the full cost of all associated BIs  Biddable Items \$ 3.472.044								
	** For Entire BIs the City's share is the full cost of all associated BIs			Construction Engineering			3,472,044 350.000	Reduced from 13.5% to 10% to reflect the waterline being a modest part of a large project
							130,000	
				Construction Contingend				Limited bid items, approximated quantities, and construction access uncertainty
							350,000	Indiana Comment of the Comment
					Sub-Total	5	4,740,000	Includes 2-years of inflation @ 5% annually