

COOPERATIVE IMPROVEMENT AGREEMENT

Oregon Route 221: Michigan City Lane – Edgewater Street (West Salem)
City of Salem

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. Oregon Route 221 (Salem-Dayton Highway), is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). OR 221 is routed through the corporate limits of Agency and is known within the limits of this project as Wallace Road NW. Vick Avenue NW, Oakcrest Drive NW/Van Kleek Place NW, Brush College Road NW, River Bend Road NW, Orchard View Avenue NW, Lynda Lane NW, Narcissus Court NW, Orchard Heights Road NW, Glen Creek Road NW, and Taggart Drive NW are part of the city street system under the jurisdiction and control of 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. By the authority granted in ORS 810.080 State has the authority to establish marked pedestrian crosswalks on its highway facilities.
4. 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.
5. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the project. Money so deposited shall be disbursed for the purposes for which it was deposited.

6. The project described herein includes improvements on OR 221 (Wallace Road NW) from Michigan City Lane to Edgewater Street. The project will do the following:
- Repave the stretch of roadway from Mile Point 17.55 to 20.78.
 - Upgrade the curb ramps to meet current American with Disabilities (ADA) standards.
 - Upgrade traffic signals, as identified in Terms of Agreement, paragraph 1, with yellow reflective back plates to improve driver visibility, and crosswalks will receive countdown pedestrian signals.
 - Install rectangular rapid flashing beacons (RRFBs) and other improvements (including crosswalk striping), at five locations as identified in Terms of Agreement, paragraph 1.
 - Install temporary signals and RRFB to assist in the flow of traffic during construction.

These improvements will enhance safety for pedestrians and bicyclists, while meeting current ADA standards along this stretch of OR 221.

7. State and Agency previously entered into:
- a. Agreement number 02857 dated June 1, 1965 – Orchard Heights Road to Edgewater Street identifying maintenance of sidewalks.
 - b. Cooperative Improvement Agreement number 15659 dated August 30, 2001 - Salemtowne to Orchard Heights identifying maintenance of median strip landscaping, traffic signals at Orchard Heights Road, Oakcrest Drive, and River Bend Road, signal interconnect system at Oakcrest Drive, and illumination.
 - c. Local Street Networks Fund Agreement number 18847 dated September 10, 2002 - Wallace Road Neighborhood Street Connections, West Salem identifying maintenance of the traffic signal at Taggart Drive.
 - d. Cooperative Improvement Agreement number 27046 dated September 13, 2013 – OR 221 (Wallace Road) at Glen Creek Road identifying maintenance of the traffic signal at Glen Creek Road, storm water management facilities, and sidewalks.
8. Notwithstanding the limits of areas covered by maintenance responsibilities in the agreements identified above, State will perform maintenance of sidewalks, curbing, and curb ramps within the Project limits not specifically addressed above. Otherwise the Parties' existing jurisdictional responsibilities will remain the same for purposes of maintenance of the Project.
9. By this agreement, and as defined herein, Agency agrees to perform on-going maintenance responsibilities as identified under Agency Obligations.

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 State will design and construct pedestrian and bicycle improvements on OR 221 (Wallace Road NW) from Michigan City Lane to Edgewater Street, hereinafter referred to as "Project". The Project includes:
 - a. repave highway;
 - b. upgrade ADA ramps along OR 221 from MP 17.55 to 20.78;
 - c. upgrade traffic signals with yellow reflective backing at the intersections of:
 - i. Oakcrest Drive NW/Van Kleeck Place NW,
 - ii. River Bend Road NW,
 - iii. Orchard Heights Road NW,
 - iv. Glen Creek Road NW, and
 - v. Taggart Drive NW;
 - d. add pedestrian crosswalk countdown timers at the intersections of:
 - i. Oakcrest Drive NW/Van Kleeck Place NW,
 - ii. River Bend Road NW,
 - iii. Orchard Heights Road NE,
 - iv. Glen Creek Road NW,
 - v. Taggart Drive NW, and
 - vi. Edgewater Street NW;
 - e. Rebuild the traffic signal at the intersection of Wallace Road NW and Edgewater Street NW;
 - f. re-stripe continental crosswalks and add RRFBs at five locations:
 - i. Vick Avenue NW (M.P. 18.14),
 - ii. Park and Ride lot north of Brush College Road NW (M.P. 18.54),
 - iii. Orchard View Avenue NW (M.P. 19.19),
 - iv. Lynda Lane NW (M.P. 19.51), and
 - v. North of Narcissus Court NW (M.P. 19.81).

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. Approval from the State Traffic/Roadway Engineer for marking of crosswalks is as shown in Exhibit B and Exhibit B-1, attached hereto and by this reference made a part hereof.

2. During construction, State will install a temporary traffic signal on OR 221 at the intersection of River Bend Road NW; and a temporary RRFB at 2nd Street NW.

3. As part of the Project, Agency has requested State, at Agency's expense, to adjust Agency's non-reimbursable manhole covers and water valves located within the highway, as required to complete State's repaving of OR 221, hereinafter referred to as "Utility Work". The location of Utility Work is identified in the attached exhibit marked Exhibit C, and by this reference made a part hereof.
4. Electrical energy costs and maintenance responsibilities for the traffic signals and appurtenances included within the limits of this Project are included herein and take precedence over previous agreements entered into defining these responsibilities.
5. Responsibility for maintenance of landscaped areas, including parking or planting strips and areas behind the curb line, and sidewalks located within the limits of the Project shall be the responsibility of the adjacent property owner as delegated by Salem Revised Code Chapter 78. Maintenance of median strips landscaping is covered by Cooperative Improvement Agreement number 15659.
6. The Project will be financed at an estimated cost of \$9,900,000 in federal, state and local funds. The estimate for the total Project cost is subject to change. State shall be responsible for any nonparticipating costs and Project costs beyond the estimate.
 - a. The Utility Work portion of the Project will be financed at an estimated cost of \$56,000 in Agency funds, as described in Exhibit C. State shall be responsible for any Utility Work 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 Project. The useful life is defined as twenty (20) calendar years. The Project shall be completed within five (5) calendar years following the date of final execution of this Agreement by both Parties.

AGENCY OBLIGATIONS

1. Agency shall, upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State a deposit or irrevocable letter of credit in the amount of \$56,000 for Utility Work, said amount being equal to the estimated total cost for the work performed by State at Agency's request. Depending upon the timing of portions of the Project to which the advance deposit contributes, it may be requested by State prior to Preliminary Engineering, purchase of right of way, or approximately 4-6 weeks prior to Project bid opening.
2. Upon completion of the Project any portion of said deposit which is in excess of the State's total costs for Utility Work will be refunded or released to Agency.
3. All Agency manhole covers and water valve adjustments made by State or its contractor will require inspections by Agency. Agency personnel will work directly with

State personnel. Agency shall not contact or communicate with State's contractor without State's consent. Agency will provide all necessary documentation to State.

4. Agency reserves the right to have an Agency inspector on sight to observe the work being performed on any manhole covers or adjusting boxes.
5. Agency shall, at its own expense, maintain improvements constructed on OR 221 as a result of this Project, including solar-powered RRFB signals, and traffic signals.
6. In coordination with State's contractor, Agency agrees to remove and transport Agency-owned signal equipment as defined below from the following locations:
 - a. OR 221 at Van Kleeck Place/Oakcrest Drive: Model 2070 controller
 - b. OR 221 at River Bend Road: Model 2070 controller
 - c. OR 221 at Orchard Heights Road: Model 2070 controller
 - d. OR 221 at Glen Creek Road: Polara pushbuttons, control units power supplies, and Model 2070 controller
 - e. OR 221 at Taggart Drive: Model 2070 controller
 - f. Signal control cabinet and internal equipment not transferred to new signal cabinet
 - g. OR 221 at Edgewater Street: PTZ camera, mounting hardware and power supply, video detection cameras and generator.
7. During construction, Agency shall be responsible for the maintenance of the temporary signal at the intersection of OR 221 and River Bend Road NW.
8. Agency shall be responsible for signal turn-on inspection as part of the upgrade of the Signals.
9. Agency shall maintain the asphaltic concrete pavement surrounding the vehicle detector loops installed in the city streets in such a manner as to provide adequate protection for said detector loops.
10. Agency agrees to pay 100 percent of the electrical energy costs associated with the traffic signals (Signals), illumination attached to the signal poles (Signal Illumination), and the illumination supporting any video detection zones (Video Detection Illumination) of signals identified in this Agreement. Agency shall require the power company to send invoices directly to Agency. Agency shall send a quarterly invoice to State for State's portion (50 percent) of the electrical energy costs associated with the Signals, Signal Illumination, and Video Detection Illumination as outlined in Agency Obligations, paragraph 11 of this Agreement.

11. Agency shall perform and Agency and State shall each pay 50 percent of the maintenance costs associated with the Signals, Signal Illumination, Video Detection Illumination, Video Detection Equipment, and RRFBs. Agency shall send a quarterly invoice to State for State's portion (50 percent) of maintenance and electrical energy costs associated with the Signals, Signal Illumination, Video Detection Illumination, Video Detection equipment, and RRFBs. Invoices shall be sent to: Oregon Department of Transportation, Region 2 Electrical Manager, 455 Airport Road SE, Building B, Salem, Oregon 97301.
12. Agency shall be responsible for the timing functions of the Signals, as well as interconnections subject to the provisions stated under State Obligations, paragraphs 10 and 11 of this Agreement. Agency shall follow State's current "Yellow Change and Red Clearance Intervals" timing policy for signals on the state highway system, as described in the current "ODOT Traffic Signal Policy and Guidelines." In cases where Agency modifies the timing to add railroad or emergency vehicle preemption bus priority, or other changes that affect vehicle or pedestrian clearances, such modifications shall be reported to State's Region 2 Traffic Manager, or designee. State shall retain the right to review the traffic signal timing for signals on state highways and shall follow guidelines set forth in the current "Manual on Uniform Traffic Control Devices," and the current "ODOT Traffic Signal Policy and Guidelines."
13. Agency grants State, and its contractor, the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
14. Agency shall contact State's District 3 Permits Office seven (7) working days prior to the commencement of maintenance activities that impact travel lanes on OR 221. No lane restrictions are permitted unless prior approval from State's District 3 Manager, or designee, is provided and as follows:
 - a. Mile Point 0.0 – Mile Point 19.3 – No holiday or weekend closures. No lane closures during commute times (6AM-9AM and 4PM-6PM Monday-Thursday). Off highway by noon on Friday (9AM-Noon).
 - b. Mile Point 19.3 – Mile Point 20.93 – Night work only (9PM-5AM). No holiday or weekend closures.

Any deviations from lane restrictions must be requested and approved by State's District 3 Manager. More restriction to work times may be added if State observes traffic congestion or conditions warrant a change.
15. Agency 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.

16. 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 must be included. Agency shall ensure that each of its contractors complies with these requirements.
17. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of Project. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
18. 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.
19. 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.
20. Agency's Project Manager for this Project is Kevin Hottmann, City Traffic Engineer, City of Salem Public Works Department, 555 Liberty Street SE, Room 325, Salem, Oregon 97301; phone: (503) 588-6211; email: khottmann@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.

STATE OBLIGATIONS

1. State, or its consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the highway 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. State shall be responsible for all costs associated with construction and installation of the Project, including any amount in excess of Agency's portion of the Utility Work as identified in Terms of Agreement, paragraph 7.
3. During construction, State shall be responsible for the maintenance of the temporary RRFB at OR 221 and 2nd Street NW.
4. At Agency's request, and in conjunction with State's Project, State, or its contractor, shall adjust Agency's non-reimbursable manhole covers and water valves located within the highway.
5. State shall, upon execution of the Agreement, forward to Agency a letter of request for a deposit or irrevocable letter of credit in the amount of \$56,000 for payment of the Utility Work.
6. Upon completion of the Project any portion of said deposit which is in excess of the State's total costs for Utility Work will be refunded or released to Agency.
7. As part of Utility Work, State agrees to coordinate with Agency and provide updated schedules periodically throughout the Project.
8. As part of Utility Work, State agrees that all manholes and adjusting boxes will be returned to a condition equal to or better than they were prior to any work being performed, free from structural defects and construction debris.
9. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
10. State shall be responsible for signing and shall be available during signal turn-on inspection as part of the upgrade of the Signals.
11. In consideration of the services performed, State agrees, upon receipt of Agency's annual billing, to remit payment within forty-five (45) days to Agency, 50 percent of the costs of maintenance and electrical energy for the Signals, Signal Illumination, Video Detection Illumination, Video Detection Equipment, and RRFBs.
12. State shall retain ownership of the Signals. State shall retain the ability and the right to review the timing for the Signals. State reserves the right to adjust or repair Signals or timing when needed or to request adjustments or repairs by Agency. Any major modifications to the Signal equipment or timing will be subject to review and approval by State's Region 2 Traffic Engineer. Such changes shall be subject to the guidelines stated in Agency Obligations, paragraph 12.
13. State's Project Manager for this Project is Carol Houk, Transportation Project Manager, ODOT Area 4, 3700 SW Philomath Boulevard, Corvallis, Oregon 97333;

phone: (541) 757-4137; email: carol.s.houk@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

14. State's contact for maintenance responsibilities is ODOT District 3 Manager, 885 Airport Road SE, Building P, Salem, Oregon 97301; phone: (503) 986-2900, or assigned designee upon individual's absence.

GENERAL PROVISIONS

1. Americans with Disabilities Act Compliance:

- a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties agree that the State shall:
 - i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:
<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>; and
- b. Agency shall ensure that any portions of the Project, as depicted in the final as constructed drawings, under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and

addressed. Agency will notify State if the complaint concerns a feature that falls under the State's maintenance responsibility.

- iii. Any complaints received by Agency identifying sidewalk safety or access issues shall be addressed pursuant to local ordinances and other applicable regulations.
 - iv. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
 - v. Any future alteration work on the Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - vi. Applicable permitting and regulatory actions are consistent with ADA requirements.
- c. Subject to paragraph 2 of this Section "General Provisions," maintenance obligations in this section shall survive through the useful life of the Project.
2. State and Agency shall, within a reasonable period of time after execution of this Agreement, negotiate and enter into a Maintenance Service Agreement to address on-going and future maintenance obligations as between the parties for the Project.
3. This Agreement may be terminated by mutual written consent of both Parties.
4. 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 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.
5. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
6. 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.
7. 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.
8. 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.

9. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
10. 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.
11. 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.
12. 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.

This Project is in the 2021-2024 Statewide Transportation Improvement Program, (Key #20122) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

CITY OF SALEM, acting by and through
its elected officials

By _____
City Manager

Date _____

LEGAL REVIEW APPROVAL

(If required in Agency's process)

By _____
City Legal Counsel

Date _____

Agency's Contact:

Kevin Hottmann, P.E.
City Traffic Engineer
City of Salem Public Works Department
555 Liberty Street SE, Room 325
Salem, OR 97301
Phone: (503) 588-6211
Email: khottmann@cityofsalem.net

State's Contact:

Carol Houk, Transportation Project Manager
ODOT Area 4
3700 SW Philomath Blvd.
Corvallis, OR 97333
Phone: (541) 757-4137
Email: carol.s.houk@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Deputy Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
State Traffic/Roadway Engineer

Date _____

By _____
Region 2 Manager

Date _____

By _____
Region 2 Electrical Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date _____

EXHIBIT A – Project Location Map
OR 221: Michigan City Lane to Edgewater Street



EXHIBIT B – CROSSWALK APPROVAL MEMO



INTEROFFICE MEMO

TECHNICAL SERVICES
Traffic-Roadway Section
Office Phone: (503) 986-3568
Fax Number: (503) 986-3749

DATE: July 30, 2013

TO: Dorothy Upton, P.E.
Region 2 Traffic Engineer

File Code: Hwy 150 MP 18.14 - MP 19.90

FROM: Bob Pappe, P.E., P.L.S. 
State Traffic/Roadway Engineer

MP 19.19
MP 19.51
MP 19.90

SUBJECT: **Crosswalk approval**
Salem-Dayton Highway (OR 221) MP 18.14 – 19.90

Northwest leg at Vick Ave, MP 18.14
Northwest leg at West Salem Park & Ride Entrance, MP 18.54
Northwest leg at Orchardview Avenue, MP 19.19
Northwest leg at Lynda Lane, MP 19.51
North leg at Narcissus Court, MP 19.90

City of Salem

We have received your request to approve the marking of the crosswalks at the above locations along Wallace Road (OR 221) in the City of Salem. The crosswalk markings, raised medians, advanced stop bars, and illumination encourage pedestrians to cross at these locations and contribute to improved driver stopping compliance. In accordance with Oregon Administrative Rule (OAR) 734-20-0410, I approve your request.

We concur with your plan to install additional enhancements for these crosswalks as funding becomes available. If you have any questions or concerns regarding this approval, please contact Gary Obery at 503-986-4062.

Electronic Courtesy Copies:

Don Jordan, District 3 Manager
Tim Potter, Area 3 Manager
Amanda Salyer, Region 2 Traffic
Doug Bish, Traffic Engineering Services Manager
Kevin Hottmann, City of Salem

Angela Kargel, Region 2 Traffic Manager
Gary Obery, Traffic Engineering
Kevin Haas, Traffic Engineering

GRO/tc

EXHIBIT B – 1 CROSSWALK APPROVAL MEMO



INTEROFFICE MEMO

TECHNICAL SERVICES
Traffic-Roadway Section, MS#5
4040 Fairview Industrial Drive SE
Salem, Oregon 97302-1142
Office Phone: (503) 986-3568

TO: Dorothy Upton, P.E.
Region 2 Traffic Operations Engineer

File Code: TRA 07-11
HWY 150, MP 19.81
LRM 15000100
Key No. K20122
Approval No. 2019-277.1

Michael Kimlinger Sep 24 2019 2:49 PM

FROM: Michael Kimlinger, P.E.
State Traffic-Roadway Engineer

SUBJECT: **Request for Marked Crosswalk, RRFB**
Salem-Dayton Highway No. 150 (OR 221) midblock at MP 19.81
City of Salem

I have reviewed your request to mark a crosswalk and install a rapid rectangular flashing beacon (RRFB) on the Salem-Dayton Highway (OR 221) at mile point 19.81 in the City of Salem. The enhancements at the crosswalk are expected to encourage pedestrians to cross the highway at this improved location and to raise driver awareness of pedestrians near this crossing. This marked crosswalk is proposed to replace the marked crosswalk at Narcissus Ct NW that was approved to be closed in Approval No. 2019-179.1. In accordance with Oregon Administrative Rule 734-020-0410, I approve your request with the following conditions:

1. The installation and operation of the RRFB devices shall be in accordance with the conditions listed in FHWA's Interim Approval for Optional Use of Rectangular Rapid Flashing Beacons (IA-21) dated March 20, 2018.
2. Crosswalk markings shall be applied in a manner that is consistent with Section 3B.18 of the 2009 MUTCD and the ODOT Traffic Line Manual. Longitudinal (continental) markings should be used to designate the crosswalk.
3. Advance stop bars and Stop Here for Pedestrians signs (R1-5b or R1-5c) should be installed on each approach according to the ODOT Traffic Line Manual and Section 2B.11 of the 2009 MUTCD.
4. A minimum of two RRFB units must be visible on each approach. One shall be mounted on the right side of the roadway and one should be placed on the median island.
5. The need for additional illumination must be assessed as part of this project. A record of related decisions should be retained in the project files.
6. Ensure ADA compliance by following ODOT's ADA-related design standards, design exceptions, and inspection process.
7. The existing crosswalk markings at NW Narcissus Ct shall be removed.
8. The Traffic-Roadway Section shall review and approve the final design plans.
9. This approval is rescinded if the approved changes are not advanced to construction within 5 years of this interoffice memo's signature date.

EXHIBIT B – 1 CROSSWALK APPROVAL MEMO (Cont'd.)

Approval No. 2019-277.1
Page 2 of 2

TRA 07-11
HWY 150, MP 19.81

If you have any concerns regarding this approval, please contact Gary Obery at 503-986-4062.

cc:	Angela Kargel, R2 Traffic Manager	Doug Bish, Traffic Engineering Services Mgr.
	Christy LaFleur, R2 Traffic Design Engineer	Scott Cramer, State Traffic Signal Engineer
	William Ness, R2 Project Leader	Eric Leaming, Traffic Investigations Engineer
	Chris Primm, R2 Signal and Illum. Design Eng.	Gary Obery, Active Modes Traffic Engineer
	Mariana Montes, R2 Senior Traffic Investigator	Joe Searcy, Traffic Signal Standards Specialist
	Kathy Fry, R2 Roadway Designer	

GRO/esl/tc

EXHIBIT C – Utility Work

Item Description	Item Code	Unit	Quantity	Estimated Unit Price	Cost
Minor Adjustment of Manholes	0490-0120000E	Each	26	\$1,000.00	\$26,000.00
Adjusting Boxes	0490-0100000E	Each	50	\$600.00	\$30,000.00
TOTAL COST					\$56,000.00