



Home of the Tualatin River National Wildlife Refuge

RESOLUTION 2011-017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PORTLAND AND WESTERN RAILROAD, INC. FOR THE RECONSTRUCTION OF THE SW OREGON STREET RAILROAD CROSSING

WHEREAS, the City, as part of the SW Oregon Street/SW Adams Avenue Improvements Project, desires to reconstruct the railroad crossing at SW Oregon Street as permitted by the Oregon Department of Transportation Rail Division; and

WHEREAS, a Construction and Maintenance Agreement between the City of Sherwood and Portland & Western Railroad is necessary for both the railroad contractor and City contractor to complete the work permitted by the ODOT Rail Division; and

WHEREAS, the City contracted for the design of the railroad reconstruction project through Portland & Western Railroad, Inc. in 2008; and

WHEREAS, Portland & Western Railroad has completed the design and is in the process of bidding their portion of the work and has provided an estimate-of-expense in the amount of \$476,863.34; and

WHEREAS, the City desires to authorize the City Manager to enter into a construction agreement with Portland & Western Railroad using the estimate-of-expense; and

WHEREAS, staff recommends establishing a bidding and construction contingency of 15% of the estimate-of-expense, an amount of \$71,500.00.

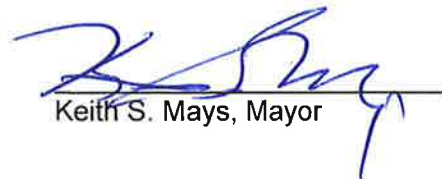
NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1: The City Manager is hereby authorized to execute a contract, attached as Exhibit A (consisting of Exh.'s A, B, B1, C thru F) with Portland & Western Railroad, Inc. in a form approved by the City Attorney for the project estimate of \$476,863.34.

Section 2: The City Council authorizes a bidding and construction contingency of \$71,500.00. Subject to the limitations of city and state rules and other applicable laws, the City Manager is authorized to increase the contract amount and enter into change orders with Portland & Western Railroad, Inc. in an amount of \$71,500.00 for a total contract amount not-to-exceed \$548,363.34.

Section 3: This Resolution is effective upon its approval and adoption.

Duly passed by the City Council this 1st day of March 2011.


Keith S. Mays, Mayor

Attest:


Sylvia Murphy, CMC, City Recorder

Resolution 2011-017

March 1, 2011

Page 1 of 1, with Exhibit A (Draft Contract & Exhibits w/ Estimate-of-Expense, 32 pages)

P&W Agreement No. #08PWR10R

CONSTRUCTION AND MAINTENANCE AGREEMENT

This Agreement, made this _____ day of _____, 2011, by and between the PORTLAND & WESTERN RAILROAD, INC., a New York corporation, hereinafter called the "Railway", and the City of Sherwood, of the State of Oregon, whose address is 22560 SW Pine Street, Sherwood, OR 97140, hereinafter called the "Agency";

WITNESSETH:

WHEREAS, in the interest of aiding motor vehicle traffic, the Agency is proposing a project for the a new railroad-highway grade crossing at Oregon Street where the centerline of it crosses the Railway's right-of-way and tracks located at Milepost P-757.90 as shown on Exhibit "A" sketch attached hereto and made a part hereof.

WHEREAS, the Railway will be required to perform certain work within the right-of-way of the Railway and on facilities Railway leases from Union Pacific Railroad Company ("Railway facilities"); and

WHEREAS, the parties hereto desire that the work to be performed by the Agency in connection with said construction be performed in accordance with plans and specifications to be prepared by the Agency; and

WHEREAS, the Agency is willing to undertake the construction of said project with Agency funds and the Railway is willing to consent to the execution of the said project upon the terms and conditions herein stated and not otherwise; and

WHEREAS, the parties hereto desire to contract with reference to the work to be done by each of them in connection therewith for the protection of Railway facilities and the payment of costs and expenses therein involved;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is mutually agreed as follows:

I

The Agency shall perform its work in accordance with detailed plans and specifications which shall be prepared by the Agency and submitted to the Railway for approval and approved by Railway when such plans and specifications are applicable or affect any Railway facilities, and no work pursuant to said plans and specifications shall be performed on Railway facilities prior to receipt of written notice to proceed given by Railway to the Agency engineer or their respective authorized representatives. Nothing provided in the Agreement with respect to said plans and specifications shall be construed or deemed to be ratification of or adoption by the Railway of said plans or specifications.

II

The Agency and the Railway shall perform the various items of work as indicated in Oregon Department of Transportation Order Number 50673, entered March 25th, 2008, and the Amending Order, Number 50833, entered March 11th, 2010, both of which are attached hereto and made part of.

III

All work herein provided for, to be done by the Agency or its contractors ("Contractor") on the Railway facilities, shall be performed by the Agency or any Contractor in a matter satisfactory to the Railway and shall be performed at such time and in such a manner as not to interfere unnecessarily with the Railway facilities, including without limitation movement of trains or traffic upon the tracks of the Railway. The Agency or any Contractor shall use all care and precaution necessary to avoid accident, damage, or interference with the Railway facilities, including without limitation the Railway's tracks or to the trains or traffic using its tracks, and notify the Railway in advance in accordance with Exhibit B hereto whenever it is about to perform work adjacent to the Railway facilities to enable the Railway to furnish flagging and such other protective services and devices as in Railway's judgment is necessary, and the Agency shall reimburse the Railway for the cost thereof. The Railway will submit complete billing for flagging and their protective services and devices at the earliest practical date, and the Agency shall pay such bills promptly. Wherever the safeguarding of Railway facilities, including without limitation Railway's trains or traffic of the Railway, is mentioned in this Agreement, it is intended to cover and include all users of the Railway facilities having permission for such use.

Attached hereto, marked as Exhibit "B", and by this reference made a part hereof, is a Contractor's Right of Entry Agreement, which the Agency and any Contractor and its subcontractors and agents performing work under this Agreement shall be required to enter into prior to commencing any work hereunder. In addition, prior to commencing any work hereunder, any Contractor and any of its subcontractors or agents shall be required to acknowledge and agree to the terms and conditions of this Agreement, including without limitation the exhibits and attachments referenced herein.

Reference in Exhibit "B" to "Contractor" shall be the party performing the work under this Agreement and reference in Exhibit "B" to "Railroad" shall mean "Railway" as defined hereunder. "Railroad Representative" in Exhibit "B" shall mean Railway's Director of Finance, Carrie King.

IV

In accordance with the provisions of 23CFR, part 646, which by this reference is incorporated in this Agreement, the Railway will receive no ascertainable net benefits from said project and, therefore, is not required to contribute to the cost of said project.

V

The Agency, without expense to the Railway, shall secure from the owner or owners of that certain property lying adjacent to and outside of the Railway facilities all necessary easements, permits or other interest therein necessary for the occupation and use of said property during the construction, maintenance and operation of the roadway and its appurtenances.

VI

It is understood that Exhibit "C", attached hereto and made part hereof, is a current estimate of the cost of the work to be performed by the Railway at Agency's expense and is for informational purposes only.

The Agency shall reimburse the Railway for all costs and expenses incurred by the Railway in connection with the acquisition of materials and performance of construction work as indicated in this Agreement. The Railway may submit progress bills to the Agency during the progress of the work included in this Agreement for the actual costs and expenses and the Agency shall pay such bills promptly.

After Railway has let for bid the work to be performed under this Agreement, Agency will have seven days to review and provide its approval or comments to Railway. Upon Agency's approval or expiration of the seven days, Railway will award and execute the construction contract after which construction may immediately commence.

It is further agreed that a final and complete billing of all actual incurred costs and expenses, ascertained in accordance with the provisions of 23 CFR (Code of Federal Regulations) part 646, and 23 CFR part 140, subpart 1, which by this reference are incorporated in this Agreement, shall be made at the earliest practical date. The Agency shall, upon presentation of final billing, promptly reimburse the Railway for such costs and expenses.

VII

All contracts between the Agency and any Contractor, for the construction provided for, or maintenance work on the highway within the Railway facilities, including any easement area described herein or shown on exhibits attached hereto, will require the Contractor to protect and hold harmless the Railway and any other railroad company, including but not limited to the Railway, occupying or using the Railway facilities against all loss, liability and damage arising from activities of the Contractor, its forces or any of its subcontractors or agents, and will further provide that the Contractor and any of its subcontractors or agents shall carry insurance of kinds and amounts specified in Exhibit "B-1", which is attached hereto and made part hereof:

A certificate of insurance must be provided to the Railway by each Contractor, and any of its subcontractors or agents, prior to commencement of work by such Contractor, or subcontractor or agent.

If the Agency, any Contractor, subcontractors, or agents in the performance of the work herein provided for or by failure to do or perform anything for which it is responsible under the provision hereof, shall damage or destroy any property of the Railway, such damage or destruction shall be corrected by the Agency in the event any Contractor or such Contractor's insurance carriers fail to repair or restore the same.

VIII

Upon completion of the project, the Agency, at its sole cost and expense, shall maintain all improvements, advanced warning signs, and other appurtenances, with the exception of the crossing which will be maintained by the Railway and the Agency as provided by law with the Railway, at its sole cost and expense, responsible for maintaining that portion of the crossing

lying between lines drawn perpendicular to the end of ties, and the Agency responsible for maintaining the remaining portion of the roadway at the crossing.

IX

Either party hereto may assign any receivable to them under this Agreement; provided, however, such assignments shall not relieve the assignor of any of its rights or obligations under this Agreement.

X

If the Railway enters into a contract or agreement with a contractor to perform any of the work, which the Railway is required to perform under the terms of this Agreement by reason of the construction of the Agency's project, the Railway, for itself, its assigns and successors in interest, agrees that it will not discriminate in its choice of contractors and will include all the nondiscrimination provisions set forth in Exhibit "D" attached hereto and made part hereof, in any such contract or agreement.

XI

In case said road shall at any time cease to be used as a public road, or shall by operation of law become vacated or abandoned, the rights and benefits to the Agency under this Agreement shall immediately cease, and Railway shall be entitled to repossess the land to which it has executed easements and permits to the Agency, and to use the same thereafter as if this Agreement had never been executed, without the necessity of any further legal proceedings.

XII

This Agreement shall inure to the benefit of and be binding on the parties hereto, their successors and assigns.

XIII

The Railway shall petition, on behalf of the Agency, for and in consideration of the sum to be announced by separate instrument, Union Pacific Railroad Company, for an easement for roadway purposes only upon and across the surface of the Railway facilities. The proposed easement description for said roadway is shown on Exhibit "E" attached hereto and made part hereof.

XIV

The Railway, its contractors if any, and all employers providing work, labor or materials under this Agreement, including any Agency Contractor, subcontractor or agents, are subject employers under the Oregon Workers Compensation law and shall comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126. In other words, prevailing wages apply unless an exemption applies.

XV

The Railway hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of the Railway's knowledge, the Railway is not in violation of any of the tax laws described in ORS 305.380(4).

DRAFT

XVI

No person shall be employed to perform work under this Agreement for more than ten (10) hours in any one day or forty (40) hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, the Railway shall pay the employee at least time and a half pay or any other amounts required by law:

- (a) For all overtime in excess of eight (8) hours a day or forty (40) hours in any on week
When the work week is five consecutive days, Monday through Friday; or
- (b) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week
when the work week is four consecutive days, Monday through Friday; and
- (c) For all work performed an Saturday and on any legal holiday specified in ORS 279.334

This paragraph will not apply to the Railway's work under this Agreement if the Railway is currently a party to a collective bargaining agreement with any labor organization in which case such collective bargaining agreement shall govern such employee's pay.

XV

In the event of conflict between any of the exhibits or attachments hereto and this Agreement, this Agreement shall govern.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in the year first herein above written.

Approved as to Legal Form

AGENCY:
CITY OF SHERWOOD

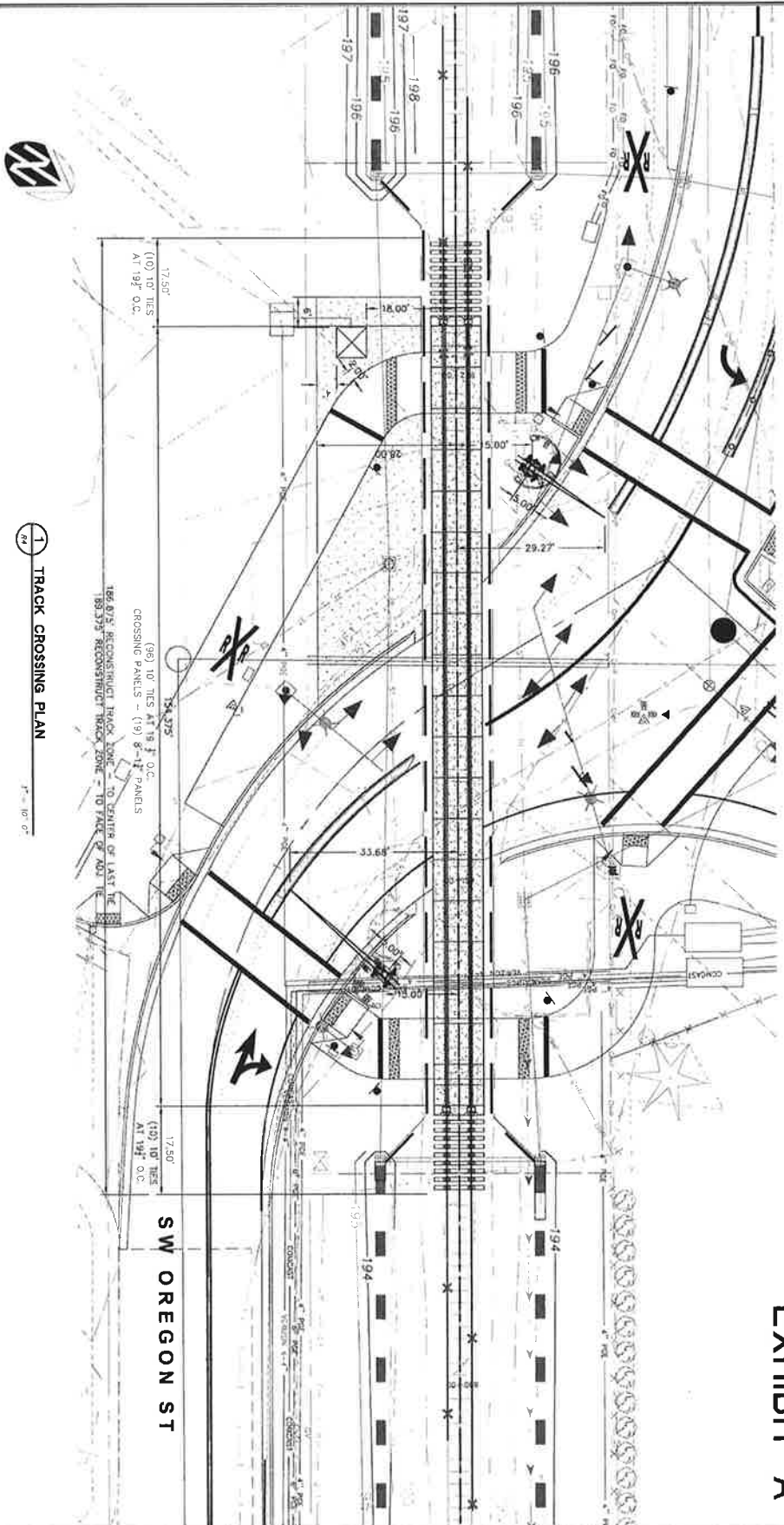
by: _____

Its: _____

RAILWAY:
PORTLAND & WESTERN RAILROAD, INC

Ronald G. Russ
President

EXHIBIT A



1 TRACK CROSSING PLAN

1"=10' SCALE

- LEGEND**
- Q OF NEW TRACK ALIGNMENT
 - EXISTING ALIGNMENT
 - DITCH (D)
 - GRADE LINE (REF. SECTION) (SL)
 - AOS 14-12 FEET PIPE (PP)
 - LIVING FLOW LINE
 - TRACK NOTE
 - EXISTING TRACK JOINT \ N.W.D

REDUCED DRAWINGS - DO NOT SCALE

EXH. A 	PORTLAND & WESTERN RAILROAD 650 HAWTHORNE AVE., SE SALEM, OR 97301 (503) 365-7717	OREGON STREET SHERWOOD, OREGON TRACK CROSSING PLAN		Thomas W. Wiser, P.E. Consulting Railway Engineer 22750 SW Miami Drive Tualatin, Oregon 97062 503 / 691-6035																								
	<table border="1"> <thead> <tr> <th>NO.</th> <th>REVISION</th> <th>DATE</th> <th>BY</th> <th>REASON FOR</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	REVISION	DATE	BY	REASON FOR																						EXP. 6/30/12
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EXHIBIT B
CONTRACTOR RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK-FLAGGING

Contractor agrees to notify the Railroad Representative at least 48 hours in advance of Contractor commencing its work and at least 24 hours in advance of proposed performance of any work by Contractor in which any person or equipment will be within 25 feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within 25 feet of any track. Upon receipt of notice the Railroad Representative will determine and inform Contractor whether a flagman will be present and whether Contractor need implement any special protective or safety measures. If any flagmen or other special protective or safety measures are performed by the Railroad, such services will be provided at Contractor's expense with the understanding that if the Railroad provides any flagging or other services Contractor shall not be relieved of any of its responsibilities or liabilities set forth herein.

Section 2. NO INTERFERENCE WITH RAILROAD'S OPERATION

No work performed by Contractor shall cause any interference with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Railroad, its lessees, licensees or others, unless specifically permitted under this Agreement, or specifically authorized in advance by the Railroad Representative. Nothing shall be done or suffered to be done by Contractor at any time that would in any manner impair the safety of the Railroad's tracks, property and facilities. When not in use, Contractor's machinery and materials shall be kept at least 50 feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroad's tracks except at existing open public crossings.

Section 3. MECHANIC'S LIENS

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of the Railroad for any such work performed. Contractor shall indemnify, defend and hold harmless the Railroad from and against all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

Section 4. PROTECTION OF FIBER OPTIC CABLE SYSTEMS

- a). Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone the Railroad at 1-800-336-9193 to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Contractor's expense, and will commence no work on the right of way until all such protection or relocation has been accomplished.
- b). In addition to other indemnity provisions in this Agreement Contractor shall indemnify, defend and hold the Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its contractors, agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractors, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 5. COMPLIANCE WITH LAWS

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. Contractor shall use only such methods as are consistent with safety, both as concerns Railroad, Contractor, and their respective directors, officers, agents and employees, and property of the Railroad and the public in general. Contractor (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's property. If any failure by Contractor or its contractors, agents and/or employees to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, Contractor shall indemnify and hold the Railroad harmless for any such fine, penalty, cost or charge, including without limitation attorney's fees, court costs and expenses. Contractor further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge or expense to the Railroad.

Section 6. SAFETY INSTRUCTIONS

Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work pursuant to this Agreement. Contractor shall comply with Railroad's safety rules, which are by reference made a part of this Agreement, together with all ordinances, rules or regulations of any Federal, state or local governmental authority. As reinforcement and in furtherance of overall safety measures to be observed by Contractor (and not by way of limitation), the following special safety rules shall be followed:

- a). Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services can be provided to any person that may be injured on the job site. Contractor shall promptly notify the Railroad of any U.S. Occupational Safety and Health Administration reportable injuries occurring to any person that may arise during the work performed on the job site. Contractor shall have a non-delegable duty to control its employees and agents, including its subcontractors, while they are on the job site or any other property of the Railroad to be certain they do not use, be under the influence of, or have in their possession, any alcoholic beverage, drug, narcotic or other substance that may inhibit the safe performance of work by the employee, agent or subcontractor as may be the case.
- b). The employees of Contractor shall be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing or free use of their hands or feet. Only waist length shirts with sleeves and trousers that cover the entire leg are to be worn. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. The employees should wear sturdy and protective work boots and at least the following protective equipment
 - (1) Protective headgear that meets American National Standard-Z89.1-latest revision. It is suggested that all hardhats be affixed with Contractor's or subcontractor's company logo or name;
 - (2) Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.1-latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, burning, etc.; and
 - (3) Hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site.
- c). All heavy equipment provided or leased by Contractor shall be equipped with audible back-up warning devices. If in the opinion of the Railroad Representative any of Contractor's or any of its subcontractor's equipment is unsafe for use on the Railroad's right-of-way, Contractor, at the request of the Railroad Representative, shall remove such equipment from the Railroad's right-of-way.

- d). Contactor acknowledges that the track(s) of Railroad is/are active and that the Contractor and other invitees will use extreme care when utilizing the Railroad's right-of-way or working near said track(s) in order to prevent accidents and injuries. Said extreme care shall include, but not be limited to, stopping, looking and listening for the approach of any train, rail car, or on-track equipment. Contractor further agrees that when utilizing the Railroad's right-of-way, no equipment or vehicle shall be stopped on any track, or within twenty-five (25) feet of the center line of any track and that no equipment, vehicle or workmen shall attempt to utilize the Railroad's right-of-way when any train, rail car, or on-track equipment is approaching. Contractor and other invitees shall not temporarily or permanently block any sight view area of the railroad or the Railroad's right-of-way, by parking or allowing parking of equipment or vehicles, by stockpiling materials, or by any other means. Contractor shall not at any time permanently block the track or the Railroad's right-of-way or foul the Railroad's right-of-way in any way, including but not limited to causing the buildup of mud or ice on or around the rails or flange ways which might prevent the safe passage of any train or rail mounted maintenance or inspection equipment. Contractor shall not use, nor permit to be used, any part of Railroad's property within fifty (50) feet of any track of Railroad for parking or storage. The Railroad's right-of-way shall be used by Contractor and any other invitee only during daylight hours.

Section 7. INDEMNITY

- a). As used in this Section, "Railroad" includes its officers, agents, and employees and other railroad companies using the Railroad's property at or near the location of Contractor's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Railroad's officers, agents and employees, Contractor's officers, agents and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Contractor's property, damage to the roadbed, tracks, equipment, or other property of the Railroad, or property in Railroad's care or custody).
- b). As a major inducement and in consideration of the license and permission herein granted, Contractor agrees to indemnify, defend and hold harmless the Railroad from any Loss which is due to or arises from any cause and is associated in whole or in part with the work performed under this Agreement, a breach of this Agreement or the failure to observe the health and safety provisions herein, or any activity, omission or negligence arising out of performance or nonperformance of this Agreement.
- c). In addition to any other insurance coverages required under this Agreement, the Contractor shall maintain whatever insurance coverage is necessary to adequately underwrite its general and contractual liability under the terms of this Agreement. Furnishing of insurance by the Contractor shall not limit the Contractor's liability under this Agreement, but shall be additional security therefore. The fact that insurance is obtained by you or by Railroad on your behalf will not be deemed to release or diminish your liability, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from you or any third party will not be limited by the amount of the required insurance coverage. Contractor shall not have or seek recourse against Railroad for, and shall waive, any claim or cause of action for alleged Loss.

Section 8. RESTORATION OF PROPERTY

In the event the Railroad authorizes Contractor to take down any fence of the Railroad or in any manner move or disturb any of the other property of the Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same was in before such fence was taken down or such other property was moved or disturbed.

Section 9. WAIVER OF BREACH

The waiver by the Railroad of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of the Railroad to avail itself of any remedy for any subsequent breach thereof.

Section 10. ASSIGNMENT – SUBCONTRACTING

Contractor shall not assign, sublet or subcontract this Agreement, or any interest therein, without the written consent of the Railroad and any attempt to so assign, sublet or subcontract without the written consent of the Railroad shall be void. If the Railroad gives Contractor permission to all or any portion of the work herein described, Contractor is and shall remain responsible for all work of subcontractors and all work of subcontractors shall be governed by the terms of this Agreement.

Section 11. PREVAILING WAGES

Contractor acknowledges and agrees that any work done this Agreement, whether by employees, agents or subcontractors of Contractor, is governed by Oregon prevailing wage laws, rules and regulations.

Contractor: _____
(full legal name)

By: _____
Name: _____, Authorized Representative
Title: _____

EXHIBIT B-1
Contract Insurance Requirements

1.01 The Contractor shall, at its own cost and expense, prior to entry onto the Property or the commencement of any work pursuant to the Agreement, procure and thereafter maintain for the duration of the Agreement the following insurance coverage:

- A. The Contractor shall maintain Public Liability or Commercial General Liability Insurance ("CGL"), including Contractual Liability Coverage, covering all liabilities assumed by the Contractor under this Agreement, without exception or restriction of any kind, with a combined single limit of not less than Five Million Dollars (\$5,000,000) for Bodily Injury and/or Property Damage Liability per occurrence, and an aggregate limit of not less than Ten Million Dollars (\$10,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a Waiver of Subrogation in favor of the Railroad and shall name the Railroad as Additional Insured. An Umbrella policy may be utilized to satisfy the required limits of liability under this section.
- B. The Contractor shall maintain Commercial Automobile Insurance for all owned, non-owned or hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage Liability. Such policy shall be endorsed to provide a Waiver of Subrogation in favor of the Railroad and shall name the Railroad as Additional Insured. If hauling hazardous materials, such Policy is to be endorsed with the MCS – 90 endorsement as well as CA 9948 Pollution Liability – Broadened Pollution for Covered Autos.
- C. The Contractor shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury by Accident, Each Accident; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Policy Limit; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Each Employee. Such policy shall be endorsed to provide a Waiver of Subrogation in favor of the Railroad.
- D. If required by Railroad, the Contractor shall maintain Railroad Protective Liability Insurance written in favor of Railroad with limits of Five Million Dollars (\$5,000,000) each occurrence and Ten Million Dollars (\$10,000,000) aggregate limit covering all operations within 50 feet of railroad track.
- E. The Contractor shall maintain Pollution Legal Liability Insurance with minimum limits of \$5,000,000 per occurrence covering all operations of Contractor. Such policy shall be endorsed to provide a Waiver of Subrogation in favor of the Railroad.
- F. The Contractor shall maintain Professional Liability Insurance with minimum limits of \$1,000,000 per occurrence covering all operations of Contractor.

- G. If subcontractors are utilized by the Contractor, Contractor shall furnish evidence that, with respect to the operations performed by subcontractors, such subcontractors are in compliance with all requirements of this Section 1.
- H. All railroad exclusions shall be removed by policy endorsements.

1.02 The insurance specified in this Agreement must be effected under form policies underwritten by insurers licensed in the state where the work is to be performed, and carry a minimum Best's rating of "A-" and size "Class VI" or better. The Railroad reserves the right to reject any insurance coverage provided by an insurer that is rated less than the rating specified in this Section 1.

1.03 All coverages shall be primary and non-contributory to any insurance coverage maintained by the Railroad.

1.04 All insurance policies shall be endorsed to provide the Railroad with thirty (30) days prior written notice of cancellation, non-renewal or material changes.

1.05 Contractor shall furnish, to Railroad, certificates of insurance evidencing the insurance coverages, terms and conditions required and specified in this Agreement, at least ten days prior to commencement of any activities on or about the property. Said certificates should reference this Agreement by date and shall be furnished to the Railroad at the following address, or such other address as the Railroad may hereafter specify:

Portland & Western Railroad, Inc.
200 Hawthorne Ave. SE, Suite C-320
Salem, Oregon 97301

1.06 If any policies providing the required coverage are written on a Claims-Made basis, the following shall apply:

1. The retroactive date shall be prior to the commencement of the work,
2. The Contractor shall maintain such policies on a continuous basis, and
3. If there is a change in insurer or policies are cancelled or not renewed, the Contractor shall purchase an extended reporting period of not less than three (3) years after the Completion Date.

1.07 Contractor shall arrange for adequate time for reporting of any loss under this Agreement.

1.08 Furnishing of Insurance by the Contractor shall not limit the Contractor's liability under this Agreement, but shall be additional security therefore. The fact that insurance is obtained by you or by Railroad on your behalf will not be deemed to release or diminish your liability, including, without limitation, liability under the indemnity provisions of this

Agreement. Damages recoverable by Railroad from you or any third party will not be limited by the amount of the required insurance coverage.

1.09 The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Agreement was in effect and the insurance was in force.

1.10 Failure to provide the required insurance coverage or endorsement (including contractual liability endorsement) or adequate reporting time shall be at the Contractor's sole risk and Railroad, in its sole discretion, may terminate this Agreement for such failure.

1.11 All policies required above (except Statutory Workers' Compensation and Employers' Liability Insurance and Professional Liability Insurance) must include the Railroad as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage) which must be stated on the certificate of insurance. The coverage provided to the Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CG 20 48, provide coverage for the Company's negligence whether partial, active or passive, and shall not be limited by your liability under this Agreement.

1.12 Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (i) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement; or (ii) all punitive damages are prohibited by all states in which this Agreement will be performed.



Exhibit C

Estimate of Expense

Railroad: Portland & Western Railroad
District: Westside District
Project: Oregon Street, Sherwood
Station: Sherwood
08PWR10R

Construction Engineering / Observations Wiser Engineering	\$20,000.00
P&W Railroad - Administration:	\$ 5,000.00
Crossing Construction Estimate (see attached):	\$ 390,512.13
Flagging:	\$ 18,000.00
Contingency:	\$ 43,351.21
	<hr/> <hr/>
	\$476,863.34

EXHIBIT "D"

Appendix A

Nondiscrimination Provisions of Title VI of the Civil Rights Act of 1964.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- (1) Compliance with Regulations: The Contractor will comply with comply with the Regulation of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment Appendixes "A", "B" and "C".
- (3) Solicitations for Subcontracts: Including Procurements of Materials And Equipment: Solicitations for Subcontracts: Including Procurements of Materials And Equipment: In all solicitations either by competitive under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.
- (4) Information and Reports: The Contractor will provide all information and reports required by The Regulations of orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sate Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Highway Department or the Federal Highway Administration as appropriate and shall set forth what efforts it has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
- (A) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - (B) cancellation, termination, or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The Contractor will include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, order or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter in such litigation to protect the interest of the State, and in addition, the Contractor may request the United States to enter into such litigations to protect the interests of the United States.

PROHIBITION OF DISCRIMINATION ON THE BASIS OF SEX

"S 324", Prohibition of discrimination on the basis of sex.

No person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal assistance under this title or carried on under this title. This provision will be enforced through agency provisions and rules similar to those already established, with respect to racial and other discrimination, under Title VI of the Civil Rights Act of 1964. However, this remedy is not exclusive and will not prejudice or cut off any other legal remedies available to a discriminatee."



Exhibit "E"
Legal Description
Permanent Easement – Southern Pacific Transportation Company

Permanent Easement

Being a strip of land located in the North One-Half of Section 32, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon and being a portion of that property conveyed to "Southern Pacific Transportation Company", by deed document recorded in Book "Q", Page 520 of the Washington County Deed Records, and being 100.00 feet on each side of the following described centerline:

Commencing at a Brass Cap marking the North One-Quarter Corner of Section 32, Township 2 South, Range 1 West, Willamette Meridian;

Thence along the Center line of said Section, South 00°35'26" East, 597.57 feet to the Northwest Right-of-Way line of Southern Pacific Transportation Company, by deed document recorded in Book "Q", Page 520 of the Washington County Deed Records;

Thence along said Northwesterly Right-of-Way line, North 47°15'08" East, 14.68 feet to the True Point of Beginning of the centerline to be described;

Thence leaving said Northwesterly Right-of-Way line, South 42°44'52" East, when measured perpendicular to said Right-of-Way line, 60.00 feet to the Southeast Right-of-Way line of said parcel, and the point of terminus.

The side lines of said 200.00 foot easement to be extended or shortened to meet at the Northwesterly and Southeasterly Right-of Way lines of said Southern Pacific Transportation Company parcel.

Containing 0.28 acres more or less.



RENEWAL DATE: 7-01-11

EXHIBIT "F"

LOCATED IN THE N 1/2 OF SECTION 32, TOWNSHIP 2
 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN,
 WASHINGTON COUNTY, OR

LINE TABLE		
LINE	LENGTH	BEARING
L1	14.68'	N47°15'08"E
L2	60.00'	S42°44'52"E

PERMANENT
 EASEMENT AREA



= 0.28 ACRES±



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 JULY 18, 1982
 TERRY GOODMAN
 1989

RENEWAL DATE: 7-01-11



HDI
 DESIGN GROUP

engineers landscape architects planners surveyors

300 W 15th Street
 Vancouver, WA 98660-2927
 360/695-3488
 503/924-4005
 360/695-8767 fax

DRAWN BY: MCW

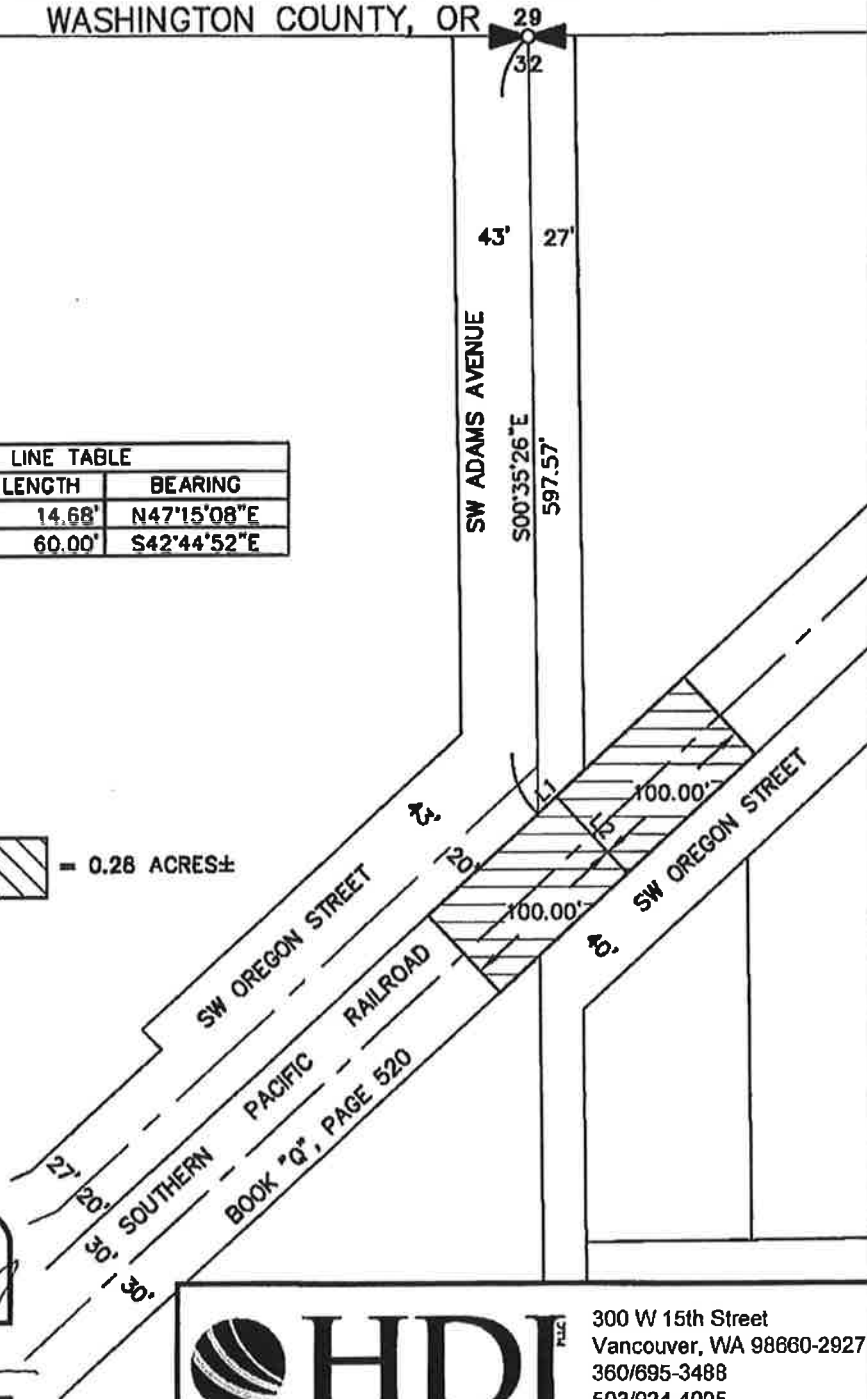
SCALE: 1"=100'

DATE: 09/01/2010

CHECKED BY: TLG

JOB NO.: 2336-00

SHEET 1 OF 1



ORDER NO. 50833

ENTERED 3/11/2010

ODOT CROSSING NO. P-757.90
U.S. DOT NO. 754216N

**BEFORE THE OREGON DEPARTMENT
OF TRANSPORTATION**

RX 1454

In the Matter of the Alteration of the Railroad-Highway)
Grade Crossing at SW Oregon Street and UNION)
PACIFIC RAILROAD COMPANY, a Delaware Corporation,)
leased to PORTLAND & WESTERN RAILROAD (PNWR),)
INC., West Side District, in Sherwood, Washington County,)
Oregon.)

**AMENDING
ORDER**

The Department entered Order No. 50673 on March 25, 2008, authorizing alteration of the subject crossing. Order No. 50673 specified that construction of the crossing shall be completed within two years of the entered date of the Order.

By letter dated February 19, 2010, City requested an extension of the construction deadline set forth in Order No. 50673. The recent economic downturn has delayed the availability of City's project funding and the completion of the requisite storm water facilities in the project area. City is now able to move forward with construction bidding and complete the construction contract with PNWR, but will be unable to complete construction by March 25, 2010. Therefore, City requests a one-year extension of project completion deadline until March 25, 2011.

Rail Division staff of the Department has investigated the request for extension. No party has objected to the request for extension. Therefore, Order No. 50673 should be amended as follows:

IT IS THEREFORE ORDERED that:

1. Paragraph 1 of Order No. 50673 is amended to read:

The authority to construct the subject grade crossing is granted. Construction of the crossing shall be completed on or before March 25, 2011. Otherwise, the authority expires on that date.

ORDER NO. 50833

All other terms and provisions of Order No. 50673, not in conflict with this Order,
shall remain in full effect.

Made, entered, and effective

March 11, 2011

Kelly Taylor
Rail Division Administrator

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OREGON DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF SERVICE

RX 1454

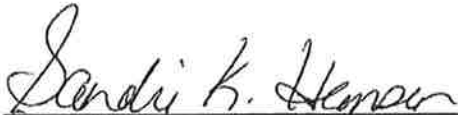
I, Sandie K. Hansen, Administrative Support of the Rail Division for the Department of Transportation of the State of Oregon, hereby certify that on the 11th day of March 2010, I served copies of Amending Order No. 50833 upon the appropriate parties listed below via regular mail at Salem, Oregon, with postage prepaid and addressed as their addresses appear in the records of the Department of Transportation.

Applicant

Jason Waters
City of Sherwood
22560 SW Pine Street
Sherwood OR 97140

Parties

Ron Russ
Portland & Western Railroad, Inc.
200 Hawthorne Ave SE STE. C-320
Salem OR 97301



Sandie K. Hansen, Administrative Support
Oregon Department of Transportation
Rail Division



Oregon

Theodore R. Kulongoski, Governor

Department of Transportation

Rail Division
555 13th St NE Ste 3
Salem, OR 97301-4179
(503) 986-4321
Fax: (503) 986-3183

March 26, 2008

File Code:

TO ALL PARTIES

RX 1454: In the Matter of the Alteration of the Railroad-Highway Grade Crossing at SW Oregon Street and UNION PACIFIC RAILROAD COMPANY, a Delaware Corporation, leased to PORTLAND & WESTERN RAILROAD (PNWR), INC., West Side District, in Sherwood, Washington County, Oregon.

Enclosed is your copy of final Order No. 50673, granting the legal authority to construct, alter or close a public crossing in the above-cited matter. This Order is a compliance document, the terms of which are binding upon the affected road authority(s) and railroad(s) and enforceable, if necessary, in a court of law.

All parties are requested to distribute copies of this Order to all persons in their agency or company who are involved in the project as supervisors, contractors and quality assurance inspectors. If the project supervisor should change, please assure that a copy of this Order, and the importance of its provisions, is provided to the new project manager and inspectors. Please monitor the construction to ensure ongoing compliance with the Order.

Order No. 50673 requires that all parties provide written notice of completion of the project to the Rail Division. Upon receipt of this notice, Rail Division Staff will carefully inspect the project for compliance with the Order. Any deficiency or non-compliance item(s) found by Staff will be sent to the party responsible for installation/maintenance of that item. Rail Division does not consider a project complete until it passes final inspection for compliance with the Order.

For most projects, the applicant has the major burden of quality control as they are bearing the costs of construction, installation of traffic control devices, etc. Parties are welcome to invite me to the pre-construction meeting, or call me with questions.

I wish you a successful project completion, in hopes that it will promote the safety of our citizens at railroad-highway crossings.

Michael "Swede" Hays
Railroad Compliance Specialist

Enclosure: Copy of Order No. 50673

ORDER NO. 50673

ENTERED 03/25/2008

ODOT CROSSING NO. P-757.90

U.S. DOT NO. 754216N

**BEFORE THE OREGON DEPARTMENT
OF TRANSPORTATION**

RX 1454

In the Matter of the Alteration of the Railroad-Highway)
Grade Crossing at SW Oregon Street and UNION)
PACIFIC RAILROAD COMPANY, a Delaware)
Corporation, leased to PORTLAND & WESTERN)
RAILROAD (PNWR), INC., West Side District, in)
Sherwood, Washington County, Oregon.)

ORDER

On December 18, 2007, City of Sherwood, made application under ORS 824.206 seeking authority to alter the subject grade crossing. The affected railroad is PNWR. The public authority in interest is the applicant.

Rail Division staff has investigated the application. On February 19, 2008, staff served the application and a Proposed Final Order (PFO) for all parties to review and acknowledge their agreement with its terms. No objections to the PFO were received from any party. All parties in this matter have agreed that the proposed crossing alterations are required by the public safety, necessity, convenience and general welfare. Therefore, under ORS 824.214, the Department may enter this Order without hearing.

The Appendix to this Order depicts the proposed realignment and improvements to the SW Oregon Street/SW Adams Avenue intersection adjacent to the grade crossing. The realigned roadway will intersect the tracks at an angle of ≈ 58 degrees. The average daily traffic volume at the reconfigured crossing is $\approx 9,000$ vehicles. There is a daily average of one freight train movement over the crossing at a maximum authorized speed of 25 miles per hour (mph). There have been no reported train-vehicle collisions at the crossing within the past 10 years.

As part of the project, applicant proposes to construct a multi-use path, raised medians, and designated pedestrian crosswalks, depicted in the Appendix to this Order. New flashing-light signals and automatic gates as depicted in the Appendix to this Order, Sheet 1, will be installed at the crossing to accommodate the realigned roadway.

New vehicle traffic signals (VTS) will be installed at the intersection SW Oregon Street and SW Adams Avenue. The VTS will be interconnected with the new crossing signals, as depicted in the Appendix to this Order. The interconnection will provide train preemption of traffic signal phases and shall operate such that when an approaching train is detected, all conflicting traffic moves will receive a RED signal indication.

ORDER NO. 50673

Applicant further proposes to install standard guardrail adjacent to the new crossing signals, along with new pedestrian crosswalk markings in lieu of stop clearance lines. A ground-mounted STOP HERE ON RED (R10-6) sign with attached High Level Warning device flag kit will be installed in the NE quadrant of the crossing as depicted in the Appendix to this Order. One NO TURN ON RED (R10-11a) sign will be mounted on the VTS cantilever arm facing westbound Oregon Street traffic.

From the foregoing, the Department finds that the requested crossing alterations are required by the public safety, necessity, convenience and general welfare. The application should be granted upon the following terms.

IT IS THEREFORE ORDERED that:

1. The authority to alter the subject grade crossing is granted. Alterations shall be completed within two years from the entered date of this Order. No authority to establish a Quiet Zone is granted by this Order.
2. Applicant (City of Sherwood) shall:
 - a. Construct and maintain that portion of the crossing lying outside lines drawn perpendicular to the end of ties to accommodate the roadway configuration and multi-use path, as depicted in the Appendix to this Order, and bear all the costs. The roadway approaches shall comply with OAR 741-120-0020 (1), (2), (3), and (4).
 - b. Furnish, install and maintain VTS at the intersection of SW Oregon Street and SW Adams Avenue to accommodate the train preemption operations described above in the body of this Order, and bear all the costs. During train preemption, the VTS shall operate as depicted in the Appendix to this Order, Sheet 3.
 - c. Furnish, install and maintain an interconnection between the VTS and ordered crossing signals, and bear all the costs. The interconnection shall provide train preemption of the normal operation of the traffic signals, as described above in the body of this Order.
 - d. Furnish, install and maintain standard guardrail (urban installation) according to OAR 741-110-0030 (6) adjacent to the ordered automatic signals at the crossing, and bear all the costs.
 - e. Furnish, install and maintain one ground-mounted STOP HERE ON RED (R10-6) sign with attached High Level Warning Device flag kit, and bear all the costs. The sign shall be mounted at the crossing, located in the NE quadrant of the crossing, as depicted in the Appendix to this Order, Sheet 2. The sign shall not obstruct approaching motorists' view of the ordered automatic signals.
 - f. Furnish, install and maintain one NO TURN ON RED (R10-11a) sign, mounted on the VTS cantilever arm and aimed at westbound traffic on SW Oregon Street, as

ORDER NO. 50673

depicted in the Appendix to this Order, Sheet 2, and bear all the costs.

- g. Furnish, install and maintain one side road advance warning (W10-4) sign facing southbound SW Adams traffic and three advance warning pavement markings (AWPM) on the multi-use path approaches to the crossing, according to OAR 741-110-0030 (5) (a) and 741-110-0030 (5) (d), respectively, and bear all the costs. The W10-4 sign and AWPM's shall be located as depicted in the Appendix to this Order, Sheet 1.
- h. Furnish, install and maintain four bicycle warning (OBW8-19L and -19R) signs on the multi-use path approaches to the crossing, located as depicted in the Appendix to this Order, Sheet 2, and bear all the costs.
- i. Furnish, install and maintain three standard non-mountable curb medians, located as depicted in the Appendix to this Order, Sheet 2, and bear all the costs.
- j. Furnish, install and maintain one YIELD (R1-2) sign, located as depicted in the Appendix to this Order, Sheet 1, and bear all the costs.
- k. Bear all the cost of work items listed in paragraphs 3.a., 3.b., 3.c., and 3.d., below.

3. Portland & Western Railroad shall:

- a. Subject to reimbursement by applicant, construct that portion of the crossing lying between lines drawn perpendicular to the end of ties of each track to accommodate the roadway configuration and multi-use path as depicted in the Appendix to this Order.
- b. Subject to reimbursement by applicant, furnish and install two flashing-light signals, and two automatic gate signals at the crossing. The signals shall be located as depicted in the Appendix to this Order, Sheet 2. The signals shall be activated according to OAR 741-110-0070 (1) and (2).
- c. Subject to reimbursement by applicant, furnish and install additional flashing-light signals aimed at southbound traffic on SW Adams Avenue, and located as depicted in the Appendix to this Order, Sheet 2.
- d. Subject to reimbursement by applicant, furnish and install the interface box, equipped with contact terminals and attached to the crossing signal house, and interconnection circuitry on the railroad side of the contact terminals to facilitate the traffic signal preemption as described above.
- e. Maintain the ordered automatic signals and circuitry, traffic signal interconnection circuitry on the railroad side of the contact terminals in the interface box, that portion of the crossing lying between lines drawn perpendicular to the end of ties, and bear all the costs.

ORDER NO. 50673

- f. Notify the Rail Division of the Department in writing or by facsimile transmission not less than five working days prior to the date that the ordered automatic signals will be activated and placed in service.
4. Each party shall notify the Rail Division of the Department in writing upon completion of its portion of the project.

All previous Orders of the Public Utility Commission or the Department relating to the subject grade crossing, not in conflict with this Order, remain in full effect.

Made, entered, and effective

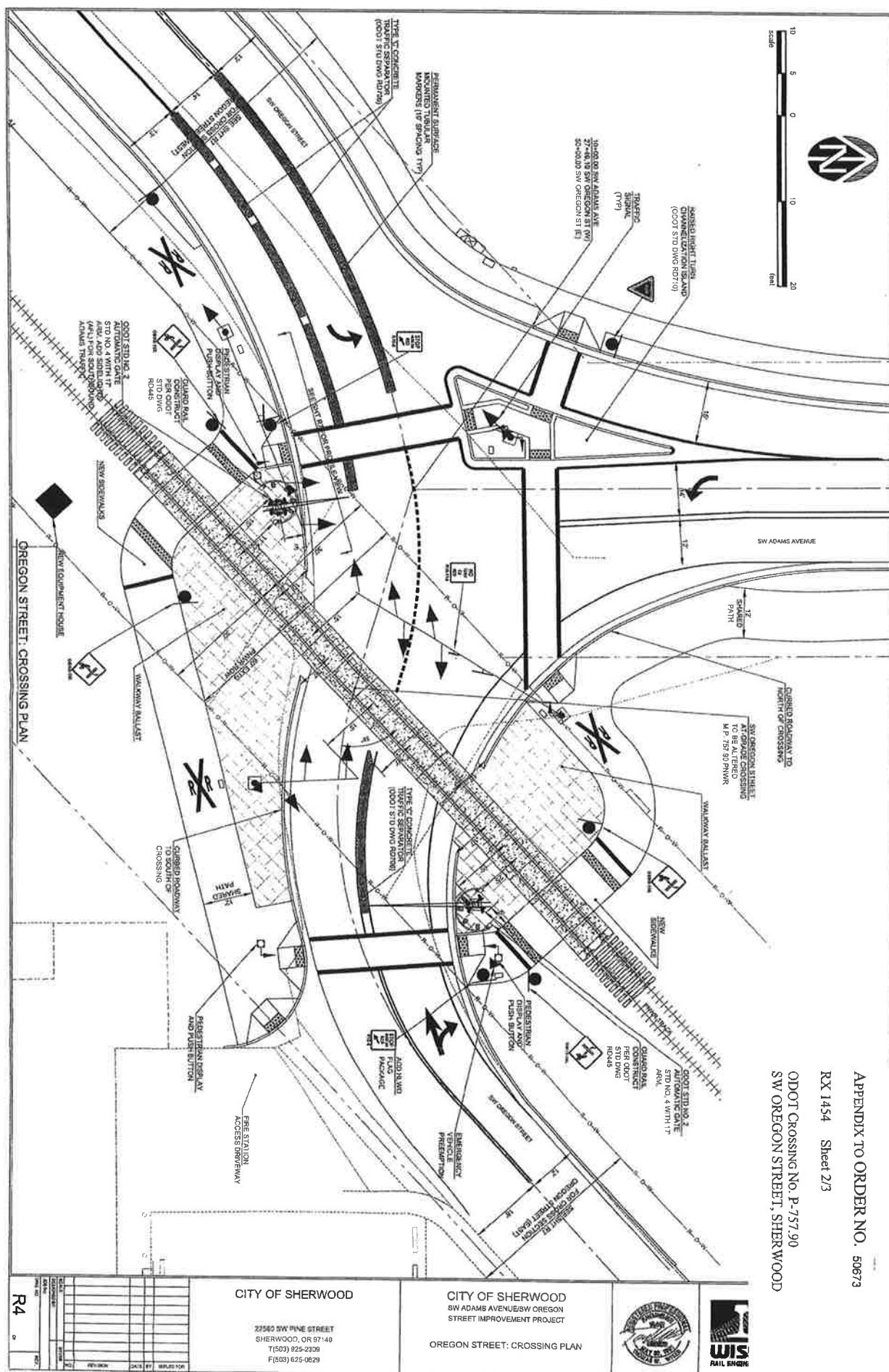
March 25, 2011

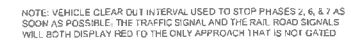
Kelly Taylor
Kelly Taylor
Rail Division Administrator

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PLAN: INTERSECTION OVERVIEW





CITY OF SHERWOOD
22550 SW 8TH STREET
SHERWOOD, OR 97140
TEL (503) 925-2309

[illegible]

DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF SERVICE

RX 1454

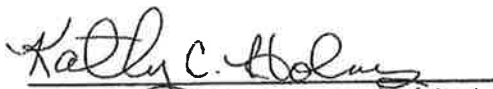
I, Kathy C. Holmes, Executive Assistant of the Rail Division for the Department of Transportation of the State of Oregon, hereby certify that on the 26th day of March, 2008, I served copies of Staff's Service Letter and Final Order No. 50673 upon the appropriate parties listed below via regular mail at Salem, Oregon, with postage prepaid and addressed as their addresses appear in the records of the Department of Transportation.

Applicant

Tom Pessemier
City of Sherwood
22560 SW Pine Street
Sherwood OR 97140

Parties

Dale A. Hansen, VP Engineering
Portland & Western Railroad Co
650 Hawthorne AVE SE STE 220
Salem OR


Kathy C. Holmes, Executive Assistant
Oregon Department of Transportation
Rail Division

Portland & Western Railroad

Sherwood Downtown Crossings - Preliminary Opinion of Probable Cost

Sherwood, Oregon

Description	Qty	Unit	Unit Cost	Total Cost
Oregon Street, Sherwood, Oregon				
a Mobilization	= 1	LS	\$20,000.00	<u>\$20,000.00</u>
b Erosion Control - 500 lf of silt fencing	= 1	LS	\$2,000.00	<u>\$2,000.00</u>
c Demolish & Remove existing crossing	= 1	LS	\$5,000.00	<u>\$5,000.00</u>
- Misc. Debris removal	= 1	LS	\$1,500.00	<u>\$1,500.00</u>
d Earthwork Cut - includes removal from the site	= 260	CY	\$123.00	<u>\$31,980.00</u>
- Overexcavation 1.5' and backfill w/ 4" minus	= 135	CY	\$47.00	<u>\$6,345.00</u>
- Ditch east	= 125	CY	\$18.00	<u>\$2,250.00</u>
- Ditch west	= 125	CY	\$17.00	<u>\$2,125.00</u>
e 136RE New rail, 80' lengths (beyond limits of crossing)	= 54.0	LF	\$102.00	<u>\$5,508.00</u>
115RE New rail, 80' lengths (beyond limits of crossing)	= 80.0	LF	\$102.00	<u>\$8,160.00</u>
f Standard Approach Welds, Comp Welds	= 8	EA	\$600.00	<u>\$4,800.00</u>
g Reconstruct Track	= 173.00	TF	\$286.00	<u>\$49,478.00</u>
Additional 9'-0" ties	= 20	EA	\$75.00	<u>\$1,500.00</u>
h Raise Existing Track (Includes ?? tie renewal) Max raise of 2" @ h.p.	= 931	LF	\$28.00	<u>\$26,068.00</u>
i Surface, Line & Dress	= 200	TF	\$2.00	<u>\$400.00</u>
j Furnish & relay 136RE #1 Relay CWR	= 0.0	TF	\$93.00	<u>\$0.00</u>
k Omega Concrete Crossing Panels, complete w/ labor	= 73.13	0	\$225.00	<u>\$16,453.13</u>
l Install Crossing Signal including the following:	= 1	LS	\$175,000.00	<u>\$175,000.00</u>
- Two (2) ODOT No. 2 Flashing Light Signal				
- Two (2) ODOT No. 4 Automatic Gate Signal				
- Conduit (??' conduit)				
- Control Box				
m Underground Power	= 1	LS	\$12,000.00	<u>\$12,000.00</u>

Portland & Western Railroad

Sherwood Downtown Crossings - Preliminary Opinion of Probable Cost

Sherwood, Oregon

Description	Qty	Unit	Unit Cost	Total Cost
n Signal Support	= 1	LS	\$2,500.00	<u>\$2,500.00</u>
o Surveying - Construction	= 1	LS	\$4,500.00	<u>\$4,500.00</u>
p Hydro Seeding	= 1	LS	\$3,000.00	<u>\$3,000.00</u>
q Vibratory Compact Crib, Shoulders	= 108.9	TF	\$50.00	<u>\$5,445.00</u>
r Performance and Payment Bond	= 1	LS	\$2,500.00	<u>\$2,500.00</u>
s Railroad Protective Insurance	= 1	LS	\$2,000.00	<u>\$2,000.00</u>
t Total Rail Contractor Construction Cost:				<u><u>\$390,512.13</u></u>
Additional Costs - P&WRR				
u Railroad Inspection, Flagging & Engineering	= 200	HR	\$90.00	<u>\$18,000.00</u>
v PNWR Railroad Office Engineering	1	LS	\$5,000.00	<u>\$5,000.00</u>
w Surveying - As required for Civil Engineering	= 1	LS	N/A	<u>\$0.00</u>
x Construction Observation	= 1	LS	\$20,000.00	<u>\$20,000.00</u>
y Signal Engineering	= 1	LS	N/A	<u>\$0.00</u>
z Total Additional Construction Cost:				<u><u>\$43,000.00</u></u>
aa Total Construction Cost:				<u><u>\$433,512.13</u></u>
ab Contingency:	= 10.00%	%	\$43,351.21	<u>\$43,351.21</u>
ac Total Construction Cost:				<u><u>\$476,863.34</u></u>