

CITY OF COOS BAY URBAN RENEWAL AGENCY
Agenda Staff Report

MEETING DATE	AGENDA ITEM NUMBER
April 1, 2014	

TO: Chair Mark Daily and Board Members

FROM: Jim Hossley, Public Works Director

THROUGH: Rodger Craddock, City Manager

ISSUE: Oregon Department of Transportation Design Plans of Hwy 101 / Bayshore Sidewalk Project.

BACKGROUND:

The City of Coos Bay, Oregon Department of Transportation, and Coos Bay Rail partnered to create pedestrian access and construct a fence along the eastside of Hwy 101 / Bayshore (see the attached IGA authorized by the URA on March 19, 2013). The sidewalk/fence will start at the Historical Rail Museum and continue to First Street. The right-of-way (ROW) is owned by ODOT; therefore, ODOT traffic engineers designed the construction documents (design plans) which are attached. Early on in the design phase, Councilor Vaughan provided a rendering which was forward to ODOT with Council's request they consider fence posts depicted in the rendering instead of a stamped concrete alternative.

Over the past year ODOT has worked to secure needed portions of property from the Port for the project, and they completed the project design plans.

The purpose of this presentation is to present to the Council ODOT's design, and to seek approval to expend URA funds and the funds received from the Port.

ADVANTAGES:

Enhance the beatification of the downtown area, create connectivity from Oregon Coast Historic Railway Museum into downtown Coos Bay, and provide a safety barrier to keep pedestrians out of the rail yard.

DISADVANTAGES:

None

BUDGET IMPLICATIONS:

URA is funding \$50,000 toward the project (prepping and powder coating the fencing stock we have in inventory plus the construction of an additional 50 sections / fence panels) plus in-kind labor to prep the site (demolition) for the construction. The Port of Coos Bay Rail has contributed \$35,500 towards the project. ODOT has provided nearly \$60,000 in engineering

and design, and they have committed to funding \$140,000 towards the construction of this project. The construction work to be performed by ODOT's independent contractor and managed by the City of Coos Bay.

RELATED CITY GOAL:

This project is in keeping with the following two City goals:

- “To maintain and improve the City’s physical infrastructure and provide quality services for current and future citizens.”
- “To create a vibrant community for City citizens and entrepreneurs.”

ACTION REQUESTED:

If it pleases the Agency, approve the expenditure of funds not to exceed \$85,500 for this project - \$50,000 from the URA and \$35,500 received from the Oregon International Port of Coos Bay for this project in April 2013.

Attachments:

1. IGA between the Oregon International Port of Coos Bay and Coos Bay regarding the fence and sidewalk installation along Bayshore Ave.
2. Council Vaughan’s concept rendering.
3. ODOT’s project plans
4. ODOT’s standard steel handrail designs

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE OREGON INTERNATIONAL PORT OF COOS BAY AND THE CITY OF COOS
BAY REGARDING FENCE AND SIDEWALK INSTALLATION ALONG
BAYSHORE AVENUE (US HWY 101 NORTH)**

Recitals:

1) The Oregon International Port of Coos Bay (Port) and the City of Coos Bay (City) are municipal corporations, organized and operating under the Constitution and laws of the State of Oregon.

2) The Oregon International Port of Coos Bay has undertaken a project to make improvements to the Coos Bay Rail Line to permit the resumption of rail traffic on the rail line, and a portion of these improvements are located along Bayshore Avenue, in the City of Coos Bay. The Port has advised the City that it proposed to construct a fence along the east side of Bayshore Avenue in an effort to minimize trespass and thus promote pedestrian safety as related to the railroad tracks. The Port proposed to install a painted/coated chain link fence from the south end of the existing railed fence (at Anderson Avenue) south 1200 linear feet to the vicinity of the Rail Museum. The estimated cost for the purchase and installation of the chain link fence is \$26,400.00.

3) Currently, pedestrians on the east side of Bayshore Avenue travel parallel with Bayshore in the unimproved area behind the curb. Additionally, parallel vehicle parking is provided along the east side of Bayshore Avenue. The installation of the fencing as proposed by the Port would likely force pedestrians wishing to go to the City boardwalk and docks, and those persons exiting vehicles parked on the east side of Bayshore Avenue, into the vehicular travel portion of Bayshore Avenue/US 101 North.

4) The City has negotiated with the Oregon Department of Transportation (ODOT) to have ODOT construct a five (5) foot wide sidewalk along the east side of Bayshore Avenue from Front Street south to the Rail Museum. In return, the City has agreed with ODOT to demolish the existing curb and gutter on the east side of Bayshore Avenue, excavate for a new sidewalk, and install base material for the sidewalk. ODOT has also agreed to install 12"x12"x4' concrete posts, to support surplus bridge railings similar to the railing currently in place north of the proposed new fencing. This additional bridge railing, 1200 linear feet, would be installed in lieu of the chain link fence proposed by the Port, as mentioned in recital number 2, above. The City will acquire the additional bridge railing from its current owner, the Oregon Coast Historical Railway, in exchange for some drainage and lighting

improvements on City owned Rail Museum property. The City will transport the railing to and from a contractor for refurbishment and to be powder coated. The City will install the additional railing to the new concrete posts to be installed by ODOT. The cost to the City for materials, equipment and labor for this project is estimated to be \$85,995.00, not including improvements to the Rail Museum property. ODOT's estimated cost for the design and construction of the sidewalk and posts is \$145,800.00.

5) It is in the public interest that the Port and the City enter into an intergovernmental agreement, pursuant to ORS 190.010, which would govern the work to be performed for installing for the fencing and sidewalk and to allocate the expenses and resources of the parties to complete this project, upon the terms and conditions set forth herein.

Agreement:

Section 1: Recitals

The above recitals are true and accurate and are hereby incorporated by this reference into this Agreement.

Section 2: Port Responsibility.

The Port agrees that in lieu of installing the chain link fence referenced in recital number 2, above, the Port will contribute the sum of THIRTY FIVE THOUSAND AND 500/00 DOLLARS (\$35,500.00) to the City toward the cost of the City's proposed sidewalk and fencing project referenced in recital number 4, above, and the Port will not be responsible for installing the chain link fence as the Port proposed. City agrees to proceed with the project as described in recital number 4, above. The City will invoice the Port for the \$35,500.00 contribution upon completion of the contract for the refurbishing/powder coating of the 1200 linear feet of railing, referenced in recital number 4, above, and the Port agrees to pay the \$35,500.00 to the City within 30 days of the date of the invoice. The Port will also provide ODOT additional right-of-way necessary to accommodate the new sidewalk and fence posts, subject to approval from ODOT Rail Division and Coos Bay Rail Link-CBR.

Section 3: Merger. This agreement sets forth the entire understanding of the parties with respect to the subject matter of this agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

Section 4: Severability.

If any provision of this agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the

remaining provisions of this agreement shall not be in any way impaired.

Section 5: Modification.

This agreement may not be altered, modified, supplemented, or amended in any manner whatsoever, except by mutual agreement of the parties in writing. Any such modification, supplementation, or amendment, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if signed by the parties to this agreement.

Section 6: Attorney Fees.

In the event any action, suit, arbitration or other proceeding shall be instituted by either party to this Agreement to enforce any provision of this Agreement or any matter arising therefrom, or to interpret any provision of this Agreement, including any proceeding to compel arbitration, the prevailing party shall be entitled to recover from the other a reasonable attorney fee to be determined by the court or arbitrator(s). In addition to recovery of a reasonable attorney fee, the prevailing party shall be entitled to recover from the other, costs and disbursements, including all costs of arbitration and the arbitrator(s) fees, and expert witness fees, as fixed by the court or tribunal in which the case is heard.

In the event any such action, suit, arbitration or other proceeding is appealed to any higher court or courts, the prevailing party shall recover from the other a reasonable attorney fee for prosecuting or defending such appeal or appeals, in addition to the reasonable attorney fees in the lower court or courts or arbitration proceeding, such fee to be determined by the appellate court or lower court or arbitrator, as the appellate court may determine. In addition to recovery of a reasonable attorney fee on appeal, the prevailing party shall be entitled to recovery from the other costs and disbursements and expert witness fees as fixed by the appellate court. All costs and disbursements which may be awarded pursuant to this paragraph shall bear interest at the maximum legal rate from the date they are incurred until the date they are paid by the losing party.

Section 7: Arbitration.

7.1 Any controversy or claim arising out of or relating to this Agreement, including, without limitation, the making, performance or interpretation of this Agreement, shall be settled by arbitration in Coos County, Oregon, and any Judgment on the arbitration award may be entered in any court having Jurisdiction over the subject matter of the controversy.

7.2 Any party asserting a claim arising out of or relating to this Agreement may make a written demand for arbitration. In this event, the parties shall agree to submit their controversy to binding arbitration before a single arbitrator. The arbitrator shall be an attorney licensed to practice law in the State of Oregon. If the parties cannot agree within 30 days to the selection of a single arbitrator after the election to arbitrate, either party may request that the selection of an arbitrator be made by a Judge of the Circuit Court of the State of Oregon for Coos County. The dispute shall be heard by the arbitrator selected within 90 days thereafter, unless the parties agree otherwise.

7.3 The parties will pay their own costs of arbitration, and each will be obligated for one-half of the arbitrator's fee. The provisions of Section 6 shall also apply to arbitration, and in the event of arbitration under the provisions of this Agreement, the prevailing party shall be awarded reasonable attorney fees and related costs.

7.4 If arbitration is commenced, the parties agree to permit discovery proceedings of the type provided by the Oregon Rules of Civil Procedure both in advance of, and during recess of, the arbitration hearings. ORS 183.450(1) through (4), where applicable, shall control the admission of evidence at the hearing in any arbitration conducted hereunder, provided however no error by the arbitrator in application of the statute shall be grounds as such for vacating the arbitrator's award. Each party shall be entitled to present evidence and argument to the arbitrator. The arbitrator shall give written notice to the parties stating the arbitration determination and shall furnish to each party a signed copy of such determination and Judgment so the award may be entered in any court having Jurisdiction over the parties. The parties agree that all facts and other information relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law.

7.5 The parties agree that the arbitrator shall have no Jurisdiction to render an award and/or Judgment for punitive damages. The parties agree that the decision of the arbitrator shall be final and binding on the parties and a Judgment may be entered on the arbitrator's award. Unless otherwise inconsistent herewith, the provisions of ORS Chapter 36 shall apply to any arbitration hereunder. The duty to arbitrate shall survive the cancellation or termination of this Agreement.

7.6 Service of process in connection therewith shall be made by certified mail. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be the existence of the agreement to arbitrate and the failure of one Party to comply with that agreement, and those issues shall be determined summarily by the court without a jury. All other issues shall be decided by the arbitrator, whose decision thereon shall be final and binding. There may be no appeal of an order compelling arbitration except as part of an appeal concerning confirmation of the decision of the arbitrator.

7.7 Neither Party shall institute any legal proceeding against the other to enforce any right hereunder or for breach hereof, except that either Party may institute litigation (i) to enforce its rights of arbitration hereunder (ii) to confirm and have judgment entered upon any arbitration award issued hereunder, and (iii) to stay the running of any statute of limitation or prevent any other occurrence (including, without limitation, the passage of time) which would constitute laches, estoppel, waiver or any other such legal consequence that suit is necessary to avoid, provided, however, that neither Party shall pursue litigation under item (iii) beyond such action as is necessary to prevent prejudice to its cause of action pending ultimate resolution by arbitration under this Section 5.19.

7.8 If any dispute between the Parties arises from or in connection with any claim of litigation initiated by any third party (either as claimant, plaintiff, counterclaimant, or defendant/third Party plaintiff), then, unless the Parties agree otherwise, the resolution of that dispute under the arbitration provisions of this Section may at the option of either Party be deferred until the resolution of that third-party claim or litigation, provided, however that

in the event of any such dispute in connection with a claim or litigation so initiated by a third party, either Party may at any time initiate arbitration under this Section 7 to determine prospective liability between the Parties upon facts which are stipulated, admitted solely for the purpose of arbitrating prospective liability, or not reasonably in dispute. The issue of whether any fact is "reasonably in dispute" under the preceding sentence shall be subject to mandatory arbitration hereunder upon the demand of either Party. In the event either party is made a party to such claim or litigation so initiated by a third party, City and Port shall select its own counsel and have complete control over all claim or litigation decisions concerning its participation in that claim or litigation, regardless of whether either party is required to, or in fact does, initiate a crossclaim, counterclaim, or third-party claim under Subclause (iii) of Subsection 7.7 above, and regardless of either Parties indemnity obligations under Section 5.1 above.

Section 8: Governing Laws.

The laws of the State of Oregon shall govern the construction and interpretation of this Agreement and all rights and obligations of the Parties under it, except that the legal effect of any indemnity obligation under this Agreement for claims arising from personal injury or property damage shall be governed by the law of the state in which that personal injury or property damage occurred.

Section 9: Captions.

All headings and section captions are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

Section 10: Indemnification and Responsibility.

A. To the extent allowed under Article XI, Section 7, of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300), both parties agree to indemnify and save harmless the other party against all claims, demands, liabilities, and judgments arising out of, related to, or in connection with any negligent act or omission of its employees and agents in the performance of services provided under this agreement. Both parties agree to comply with all Federal, State, county, and local laws, ordinances, and regulations applicable to the work to be done under this agreement. Both parties agree to comply with all Federal and State laws prohibiting discrimination on the basis of race, gender, national origin, religion, age, or disability. Failure or neglect of either party to comply with any or all such laws, ordinances, rules, and regulations shall not relieve that party of these obligations nor of the requirements of this Agreement.

B. Except as otherwise limited by the Article XI, Section 7, of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300), each party shall be responsible for its tortious acts and those of its officers or employees arising out of, or in any way connected with, the acts of each party under this Agreement.


Section 11: Counterparts.

This Agreement may be executed by the parties in separate counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute

one and same instrument.

Section 10: Effective Date. This agreement shall become effective only after adoption by the governing bodies of both City and Port.

IN WITNESS WHEREOF, the parties have signed duplicate originals of this Agreement to become effective on the date and year when signed by all Parties.



David Koch - CEO
Oregon International Port of Coos Bay

Date Signed: 4/10/2013

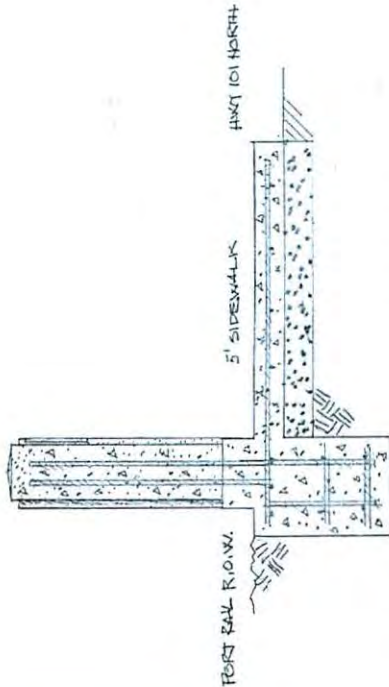


Roger Craddock - City Manager

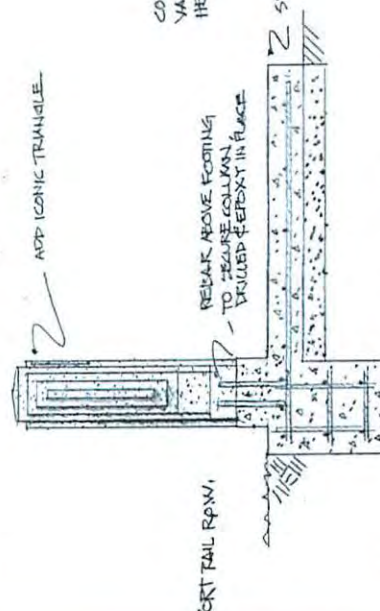
Date Signed: 4-10-13

PROPOSAL FOR FENCE, HWY 101 NORTH, COMMERCIAL - HALL AVE., COOS BAY OR

CONDE McCULLOUGH WAS ODOT'S BRIDGE DESIGNER/ENGINEER IN THE 30'S AND LEFT A LEGACY OF ICONIC OREGON HIGHWAY ARCHITECTURE OF STEEL & CONCRETE. THIS PROPOSAL IS INTENDED TO ACKNOWLEDGE OUR HERITAGE, RECOGNIZE ITS VALUE & MAINTAIN A CONTINUITY OF FORM & MATERIAL THROUGH THE TWO COMMUNITIES. WHILE WORKING ON THE COOS BAY BOARDWALK IN 1991 FOR CROW/CLAY ARCHITECTS AS A MEMBER OF THE DESIGN TEAM, I HELPED PROCURE THE RAILING FROM AN ODOT PROJECT CALI'S THE SANTANA BRIDGE REPLACEMENT. THE END COLUMNS WERE CHART HERE BY THE LOCAL CONTRACTOR WORKING ON THE PROJECT. AS THE McCULLOUGH BRIDGE (AS WE SOMETIMES CALL IT) NEARS ITS RESTORATION, IT SEEM APPROPRIATE TO CONTINUE SOME OF ITS ICONIC FORMS & CELEBRATE A TRULY GIFTED ODOT DESIGNER & ENGINEER.

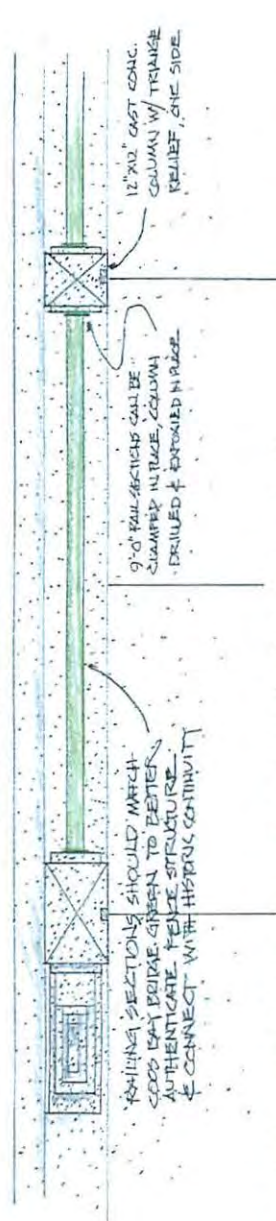


3 SECTION / ELEVATION, 12'X12' CAST CON. COLUMN
1/2" = 1'-0"

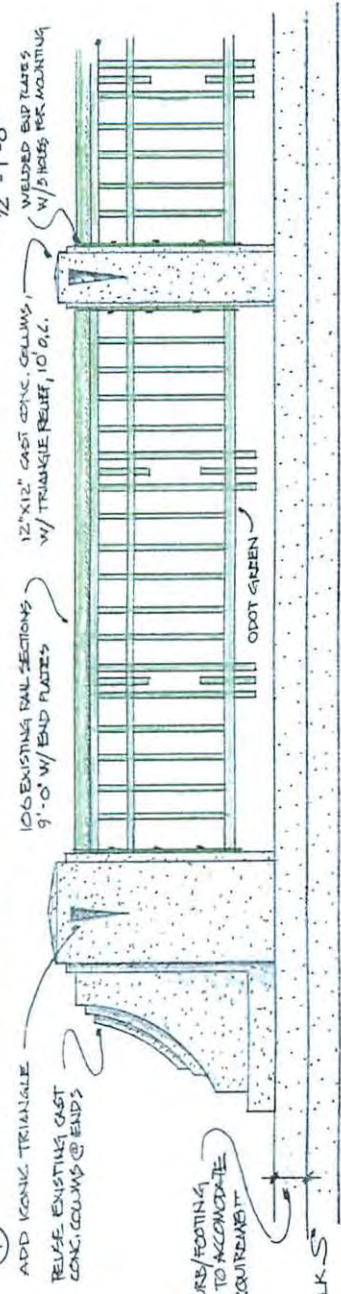


4 SECTION / ELEVATION, END COLUMN
1/2" = 1'-0"

PORT RAILROAD R.O.W.



4 PLAN VIEW, EXIST. END COLUMN W/ PROPOSED 12'X12' CAST CON., 10' O.C.
1/2" = 1'-0"



2 ELEVATION, EXISTING END COLUMN W/ PROPOSED 12'X12' COLUMNS, 10' O.C.
1/2" = 1'-0"

1 CONCEPTUAL PROPOSAL FOR HWY 101 NORTH / RAIL RAILINGS, COMMERCIAL - HALL AVE., COOS BAY OR
MIKE VAUGHAN LANDSCAPE DESIGN - 598 N. 4TH ST., COOS BAY OR 97420 • 541.294.4522 • dsign@frontier.com • 3/23/13

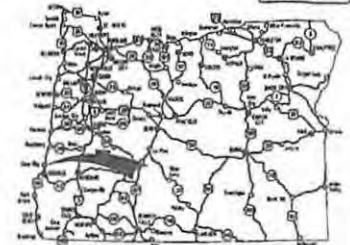
DRAFT DESIGN
ACCEPTED PLANS
FOR INFORMATION ONLY

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	Title Sheet
1A	Index Of Sheets Cont. & Std. Dwg. Nos.

STATE OF OREGON
DEPARTMENT OF TRANSPORTATION
PLANS FOR PROPOSED PROJECT
SIDEWALKS

HWY 101: COOS BAY SIDEWALK
RAILROAD MUSEUM TO N FRONT ST.

OREGON COAST HIGHWAY
COOS COUNTY
APRIL, 2014



Overall Length Of Project - 0.46 Miles

ATTENTION:
Oregon Law Requires You To Follow Rules Adopted By The Oregon Utility Notification Center. Those Rules Are Set Forth In OAR 922-001-0010 Through OAR 922-001-0020. You May Obtain Copies Of The Rules By Calling The Center. Note: The Telephone Number For The Oregon Utility Center Is (503) 232-1987.

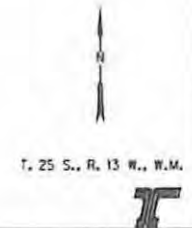
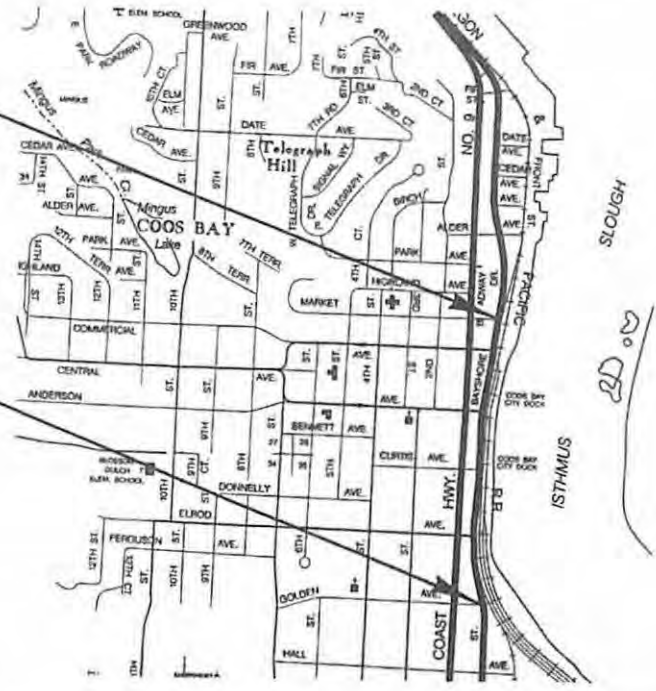
LET'S ALL
WORK TOGETHER
TO MAKE THIS
JOB SAFE

END OF PROJECT

STA. "TFC" 25+88.22 (M.P. 238.15)

BEGINNING OF PROJECT

STA. "TFC" 100+00 (M.P. 238.61)



OREGON TRANSPORTATION COMMISSION
Pat Egan CHAIR
David Lehman COMMISSIONER
Mary F. Olson COMMISSIONER
Mark Frohnmayer COMMISSIONER
Tommy Bowry COMMISSIONER
Matthew L. Corrett DIRECTOR OF TRANSPORTATION

These plans were developed using ODOT design standards. Exceptions to these standards, if any, have been submitted and approved by the ODOT Chief Engineer or their delegated authority.

Approving Authority: _____
Signature & Date
Mark Thompson Reg. 3 Tech Ctr. Mgr.
Print name and title
Concurrence by ODOT Chief Engineer

HWY 101: COOS BAY SIDEWALK
RAILROAD MUSEUM TO N FRONT ST.
OREGON COAST HIGHWAY
COOS COUNTY

FEDERAL HIGHWAY ADMINISTRATION	PROJECT NUMBER	SHEET NO.
OREGON DIVISION	"	1

**DRAFT DESIGN
ACCEPTED PLANS
REVISIONS ONLY**

INDEX OF SHEETS, CONT.	
SHEET NO.	DESCRIPTION
2	Typical Sections
2B	Details
2C	Traffic Control Plans
3, 4	General Construction

Standard Org. Nos.

- RD300 - Trench Backfill, Bedding, Pipe Zone And Man. Installations
- RD371 - Concrete Inlet Base Type CG-3
- RD372 - Concrete Inlet Top, Option 1, Type CG-3

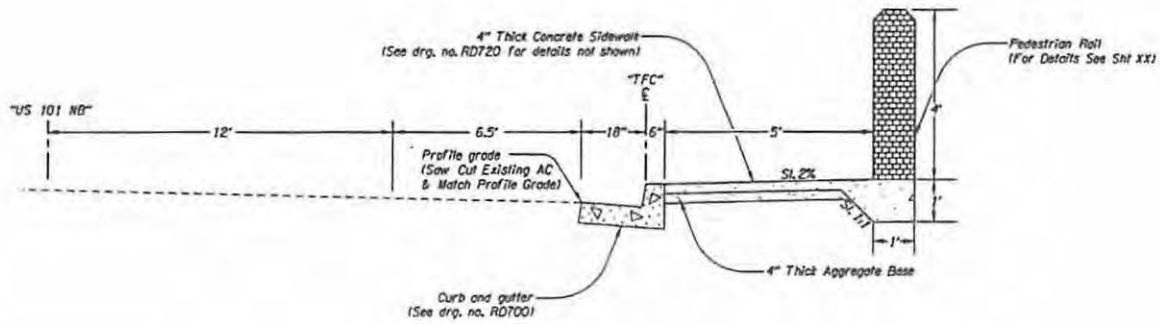
- RD700 - Curbs
- RD720 - Sidewalks
- RD755 - Sidewalk Ramp Details

R/W Map No.

HWY 101: COOS BAY SIDEWALK RAILROAD MUSEUM TO N FRONT ST. OREGON COAST HIGHWAY COOS COUNTY		
FEDERAL HIGHWAY ADMINISTRATION	PROJECT NUMBER	SHEET NO.
OREGON DIVISION		1A

Standard Drawings located on the web at:
http://www.oregon.gov/ODOT/HRIT/ENG/SERVICES/pages/standard_drawings_home.aspx

??V-??

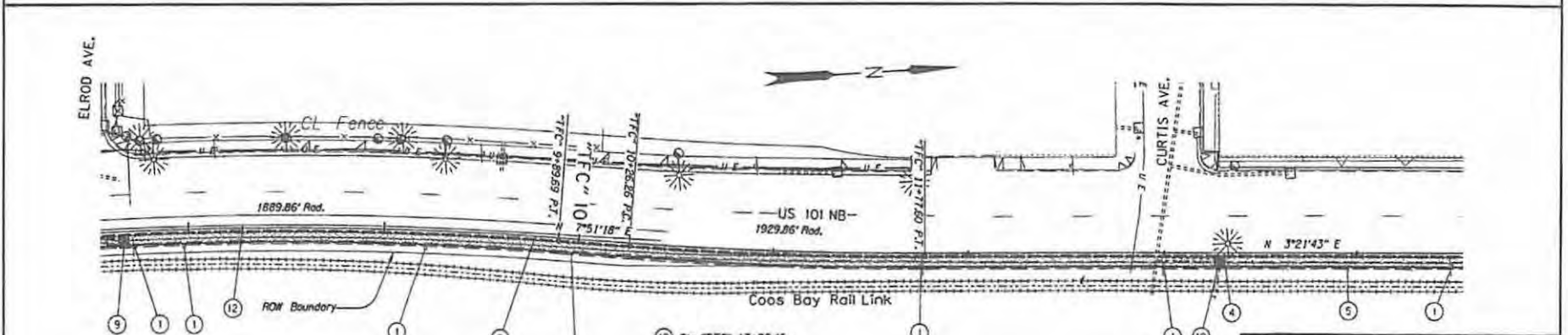
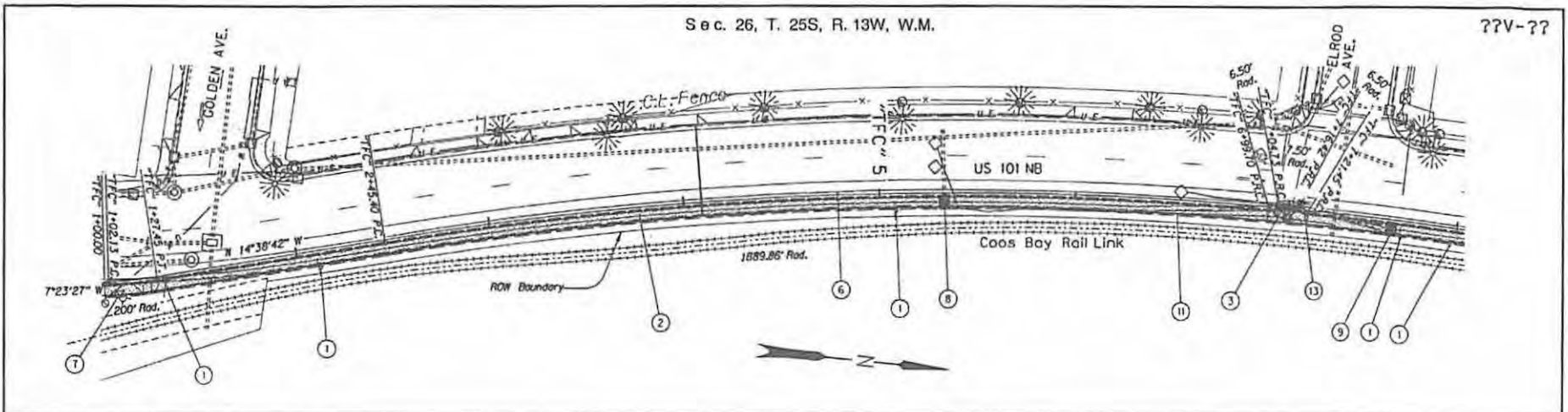


STA. "TFC" 1+00 to "TFC" 25+88.22

	OREGON DEPARTMENT OF TRANSPORTATION
	REGION 3 - TECHNICAL CENTER
	HWY 101: COOS BAY SIDEWALK RAILROAD MUSEUM TO H FRONT ST. PACIFIC COAST HIGHWAY COOS COUNTY
Designed By - Jared W. Carpenter Reviewed By - Brian L. Santo Drafted By - Jared W. Carpenter	
TYPICAL SECTIONS	SHEET NO. 2

Sec. 26, T. 25S, R. 13W, W.M.

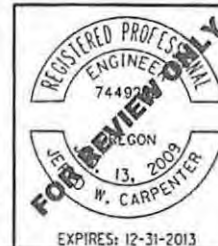
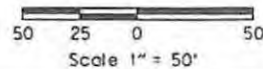
??V-??



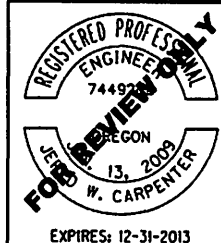
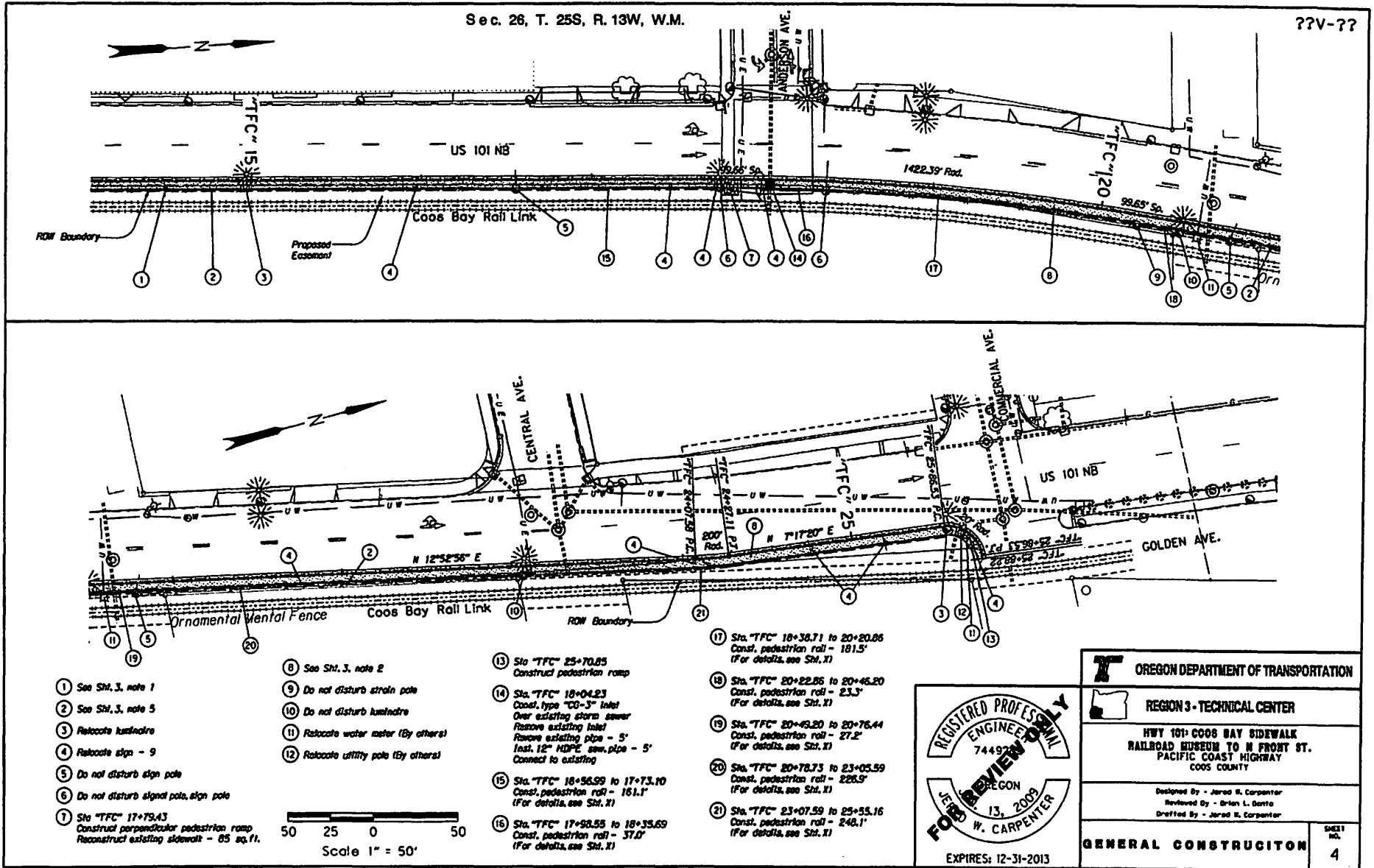
- ① Relocate Sign - 9
- ② Sta. "TFC" 1+00.00 to Sta. "TFC" 25+88.22
Const. Conc. Sidewalk - 12,387 sq. ft.
Const. 18" Curb & Gutter (E+7") - 2,499 ft.
(For Details, See RD700 & RD720)
- ③ Sta. "TFC" 7+10.50
Const. Parallel Pedestrian Ramp with Sidewalk Bulb-Out around Existing Signal Pole
(For Details, See RD755)
- ④ Relocate Luminaires
- ⑤ Remove Handrail - 984 ft.

- ⑥ Remove Stripe - 940 ft.
- ⑦ Adjust Water Valve (By Others)
- ⑧ Sta. "TFC" 5+33.50
Const. Type "CG-3" Inlet Over Existing Storm Sewer
Remove Existing Inlet
- ⑨ Sta. "TFC" 7+66.25
Const. Type "CG-3" Inlet
Remove Existing Inlet
Remove Existing Pipe - 17'
Inst. 12" HDPE Sew. Pipe - 17'
Connect to Existing
(For Details, See RD300, RD371, & RD372)

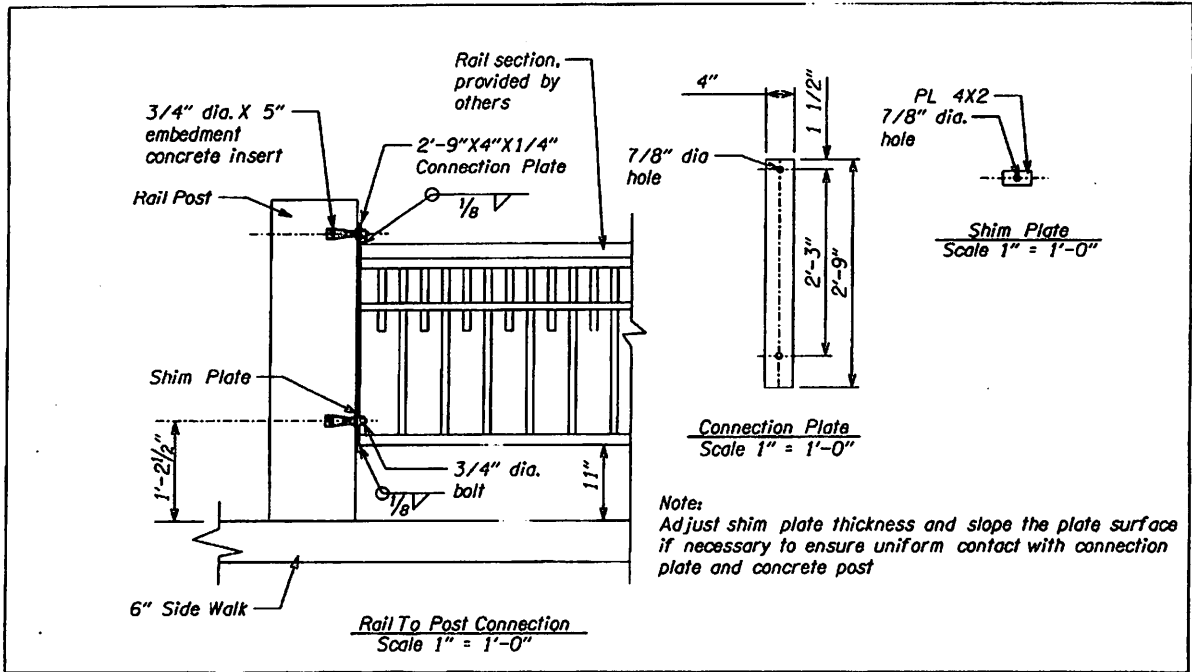
- ⑩ Sta. "TFC" 13+28.46
Const. Type "CG-3" Inlet
Remove Existing Inlet
Remove Existing Pipe - 10'
Inst. 12" HDPE Sew. Pipe - 10'
Connect to Existing - 2
- ⑪ Sta. "TFC" 1+00.00 to 16+53.99
Const. Pedestrian Rail - 1550.8'
(For Details, See SH. X)
- ⑫ Remove bike lane stripe - 940'
- ⑬ Remove bike lane stencil

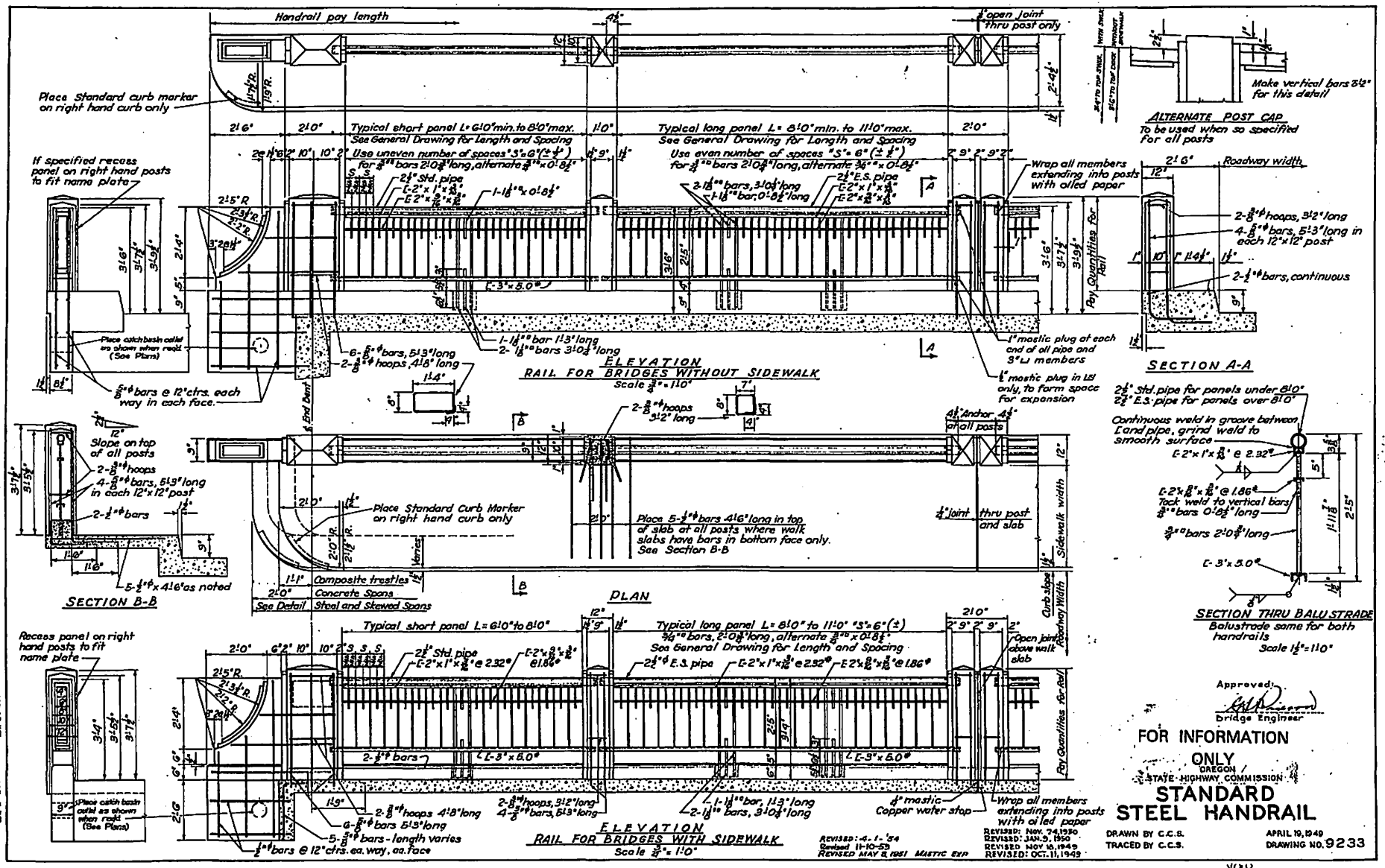


OREGON DEPARTMENT OF TRANSPORTATION	
REGION 3 - TECHNICAL CENTER	
HWY 101 COOS BAY SIDEWALK RAILROAD MUSEUM TO N FRONT ST. PACIFIC COAST HIGHWAY COOS COUNTY	
Designed By - Jared W. Carpenter Reviewed By - Brian L. Banta Drafted By - Jared W. Carpenter	
GENERAL CONSTRUCTION	SHEET NO. 3



OREGON DEPARTMENT OF TRANSPORTATION	
REGION 3 - TECHNICAL CENTER	
HWY 101 COOS BAY SIDEWALK RAILROAD MUSEUM TO N FRONT ST. PACIFIC COAST HIGHWAY COOS COUNTY	
Designed By - Jared H. Carpenter Reviewed By - Brian L. Gatto Drafted By - Jared H. Carpenter	
GENERAL CONSTRUCTION	SHEET NO. 4





REVISED: 4-1-54
Revised 11-10-53
REVISED MAY 8, 1961 MASTIC EXP

REVISED: Nov. 24, 1950
REVISED: JAN. 5, 1956
REVISED: NOV. 9, 1949
REVISED: OCT. 11, 1949

Approved: *[Signature]*
Bridge Engineer

FOR INFORMATION ONLY
OREGON STATE HIGHWAY COMMISSION
STANDARD STEEL HANDRAIL

DRAWN BY C.C.S.
TRACED BY C.C.S.

APRIL 10, 1949
DRAWING NO. 9233

VCLV