DATE: October 12, 1983
FROM: D. D. Ernst
Phone: 3-6014

DEPARTMENT OF TRANSPORTATION
INTRA-DEPARTMENTAL COMMUNICATION

SUBJECT: I-205 BRIDGE MAINTENANCE AGREEMENT

To: J. L. Clemen

Attached is a fully executed agreement between the States of Washington and Oregon whereby we will split, on a 50-50 basis, the maintenance and operation costs of the I-205 bridge across the Columbia River.

DDE:ba

Attachment

cc: Duane Berentson
    V. W. Korf
    A. D. Andreas
    E. W. Ferguson, w/attach.
AGREEMENT FOR PERPETUAL MAINTENANCE

This agreement, made and entered into by and between the State of Oregon, by and through its Department of Transportation, Highway Division, hereinafter called Oregon, and the State of Washington, acting by and through its State Transportation Commission and its Secretary of Transportation, hereinafter called Washington.

WITNESSETH

WHEREAS, Section IX of the agreement dated December 19, 1977 between Oregon and Washington for construction of the Columbia River I-205 bridge entitled "Perpetual Maintenance" called for an agreement to be prepared for sharing of maintenance costs in accordance with letters of intent dated December 13, 1971 and January 5, 1972, and;

WHEREAS, the two states have mutually agreed upon the need for maintenance and operation of the Columbia River I-205 bridge, including approaches thereto, in both states, across the Columbia River between Portland, Oregon and Vancouver, Washington to accommodate the present and anticipated volume of traffic, and;

WHEREAS, Oregon and Washington wish to establish said maintenance responsibilities and to provide for payment of costs for the operation and maintenance of said bridge.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows.

I

Work included under this agreement as maintenance and repair shall consist of the upkeep and restoration of the bridge in as nearly as possible its original "as constructed" or subsequently modified condition. Also included is snow removal, sanding, sweeping, striping, repair and protection of river piers (12-26) and any other operation or activity necessary for maintenance of the structure in a usable condition.

II

Washington concurrence shall be obtained prior to making major improvements and prior to performing major rehabilitation, repairs or restoration except in an emergency.

III

Maintenance and repair of the bridge will be performed by or caused to be performed by Oregon. Upon request by Oregon during emergencies or inclement weather, Washington may, as equipment is available, assist in maintenance of the bridge.
IV

Washington shall maintain approaches in Washington at its expense. If requested by Washington during inclement weather or under emergency conditions, Oregon may, as equipment is available, assist in maintenance of Washington's approaches.

V

Oregon shall maintain approaches in Oregon at its expense. If requested by Oregon during emergencies or inclement weather Washington may, as equipment is available, assist in maintenance of Oregon's approaches.

VI

Costs incurred by Oregon and by Washington under paragraph III shall be shared equally by the states. Costs incurred under paragraph II shall be shared equally by the states unless some other division of costs is agreed upon in writing in advance of any work that is performed. Costs incurred under paragraph IV shall be Washington's responsibility and costs incurred under paragraph V shall be Oregon's responsibility.

VII

As required and in a timely manner, for purposes of advance planning and budgeting, each state will advise the other of estimated costs both for routine maintenance and for major improvements, rehabilitation, repairs or restoration. In accordance with the normal accounting procedures in each state, Oregon shall bill Washington for costs which are Washington's responsibility in accordance with this agreement and Washington shall bill Oregon for costs incurred which are Oregon's responsibility in accordance with this agreement. Each state shall promptly reimburse the other state for costs incurred under this agreement.

VIII

The responsibility for maintenance of right of way adjacent to and under the bridge and any obligations incurred in connection with the acquisition of right of way shall be the responsibility of the individual states.

IX

Definition of terms: The term "Bridge" as used in this agreement shall mean the following - a northbound and southbound structure over the north channel of the Columbia River, Washington Station 133+82 to Oregon Station 83+32 for the northbound structure and Washington
Station 134+25 to Oregon Station 82+90 of the southbound structure including roadways, super structures, abutments, bicycle ways supported by the structures and piers. "Approaches" - the roadways leading to the bridges from Oregon Station 83+32 southerly for the northbound structure and from Oregon Station 82+90 southerly for the southbound structure; from Washington Station 133+82 northerly for the northbound structure and from Washington Station 134+25 northerly for the southbound structure.

Attached hereto and marked Exhibit A is an exhibit map showing the general location of the bridge, the location of river piers 12-26, the hereinabove described ends of the north channel bridge and the approximate locations of the southerly and northerly ends of the Oregon and Washington approaches.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals this 6th day of October, 1983.

The Oregon Transportation Commission, by a duly adopted delegation order, authorized its Chairman or Vice Chairman to act in its behalf in approving this agreement. Approval was given for this agreement on Sept. 26, 1983 by CHAIRMAN ANTHONY YTURRI which approval is on file in the Commission records. The delegation order also authorizes the State Highway Engineer to execute the contract on behalf of the Commission.

Approval Recommended:

Metro Region Engineer

APPROVED AS TO LEGAL SUFFICIENCY:

Assistant Attorney General

APPROVED AS TO FORM:

Assistant Attorney General

State of Oregon, by and through its Department of Transportation, Highway Division

STATE OF WASHINGTON
Washington State Transportation Commission

by

Secretary of Transportation
DATA

PROFILE GRADE (NORTHBOUND)

PROFILE GRADE (SOUTHBOUND)

360', 480', 600', 640', 720', Continuous Prestressed Concrete Spans
Measured along E. 1-205
-340° while Mid-Channel Lights

ELEV 2.66 + ELEV 0.00 COLUMBIA RIVER DATUM + M.L.W.
ELEV 0.00 + USC 6.5' + OSHD DATUM + W.S.L.

DEVELOPED ELEVATION

NOTES
For General Notes, see Greg