

**INTERGOVERNMENTAL AGREEMENT
BETWEEN TRIMET AND CITY OF PORTLAND
FOR PORTLAND MALL REVITALIZATION PROJECT DESIGN AND CONSTRUCTION
MANAGEMENT SERVICES**

SECOND AMENDMENT

**TriMet Contract No. GH070428TL
City Contract No. 52972**

THIS Second Amendment to the Portland Mall Revitalization Project Design And Construction Management Services Agreement ("Agreement") is entered into as of the effective date identified below the signatures to this Agreement and is between the Tri-County Metropolitan Transportation District of Oregon ("TriMet") and the City of Portland ("City") (TriMet and City collectively are hereinafter referred to as "the Parties"). This Second Amendment is written to make the following changes to the Agreement. All provisions of the Agreement along with the First Amendment shall remain in effect unless modified or superseded by this Second Amendment.

RECITALS

1. The following Recitals are hereby added:
 22. The First Amendment to the Agreement was fully executed between TriMet and the City on April 11, 2008.
 23. Additional understandings and agreements regarding services to be provided between the Parties not included in the First Amendment related to issues resolution, repair of Steel Bridge ramps, Project bicycle facilities, bus relocation services, street tree pruning, infiltration strip design and installation, and other items are summarized in this Amendment.

AGREEMENT

Changes to Entire Agreement

1. Add Exhibit F to the Agreement, which provides a summary crosswalk for the financial changes to the IGA.

Changes to Article II – TRIMET OBLIGATIONS

1. Article II (N), Issue Resolution, is hereby deleted in its entirety and replaced by the following:

N. Issue Resolution. It is understood by both Parties that a project of this size and complexity will raise issues requiring speedy resolution. In the event of any

issues or disputes between the City and TriMet, it is understood by both Parties that the dispute shall be referred for resolution as follows:

1. Refer the dispute to the City Project Manager and TriMet's Director of Mall Project Design and Construction, who shall make a good faith effort to resolve it;
2. If unresolved, refer it to City of Portland's Office of Transportation Director and to TriMet's Executive Director of Capital Projects and Facilities Management;
3. If unresolved, refer it to the City's Commissioner-in-Charge of Transportation and TriMet's General Manager for resolution.

In the event of any issues or disputes relating to facilities owned and maintained by City bureaus other than PDOT, the corresponding bureau Project Manager, Bureau Director, or Commissioner-in-Charge will participate in resolving the issue.

2. Article II (O), Changes to the Work, paragraph (5) is hereby modified as follows:

The word "City" shall be added before the word "Betterments" at the end of the first sentence of this paragraph.

3. Article II (P) Services to be Provided by TriMet shall be modified by adding:

9. Assist City in its obligation to comply with all federal provisions prescribed for third-party contracts by the federal grant agreement, as set forth in Article III (L).

4. Article II (Q), TriMet staff, item (1) is modified to read:

Replace "Construction Manager" with "Design Construction Manager"

5. Due to a typographical error, Article II contains two sections which are designated as Article II (R). To resolve this error, the following changes are made to the headings of Sections II (R) through (T):

Article II (R), Easements, is hereby changed to Article II (S), Easements

Article II (S), Maintenance Agreement, is hereby changed to Article II (T),
Maintenance Agreement

Article II (T), Continuing Control Agreement, is hereby changed to Article II (U),
Continuing Control Agreement

6. The following is added as Article II (V):

V. Steel Bridge Repair Work. Provide services related to the repair of the east side Steel Bridge approach ramps. Services include development of final design and construction documents, negotiations with the Project construction contractor, contractual documentation including financial tracking, and addition of the work to the Project construction contract. The Parties intend to split all costs of the repair work equally, regardless of who performs the work. Details on cost sharing and work tasks are shown in Exhibit G – Steel Bridge – East Approach Repair Work.

7. The following is added as Article II (W):

W. Bicycle Facilities. Per City Code, the Project is required to install long term bicycle parking facilities at each station area. The Code requirement is for 8 spaces at each of the 7 station areas (includes the Jackson station), for a total of 56 spaces. The Parties have reviewed this requirement and agree that public would be best served in this case by a combination of long term and short term spaces. TriMet will apply for an adjustment of the code requirements, with City Transportation's endorsement.

To achieve the desired results, TriMet shall:

1. Enter an intergovernmental agreement with Portland State University to provide for half of the required long term spaces (28 spaces) in a joint facility on campus. This agreement was executed on May 13, 2008 and is attached as Exhibit H.
2. Fulfill the remaining 28 space obligation through short term spaces at a 3:1 ratio ($3 \times 28 = 84$ spaces). These spaces will be distributed in the Central and North Mall.
3. Relocate existing long term bike lockers on the Mall in areas that better serve Project stations.
4. Remove, protect, and reinstall the 14 "custom" short term bike racks that were on the Mall pre-Project.
5. Remove and replace the existing pre-project short term bike staples on 5th and 6th with new "Mall standard" staples.
6. Install a total of three short term bike oases along the project alignment in the Central and North Mall. The oases will group some of the new Mall standard staples being installed by the Project at locations near stations.
7. Facilitate the installation of a fourth bike oasis along the project alignment in the Central or North Mall at the expense of the City (to be paid through Transportation's long term bicycle fund).
8. Install 12 extra "Mall standard" racks to be purchased by the City through Transportation's long term bicycle parking fund as part of the Project.

Changes to Article III – CITY OBLIGATIONS

1. The following is added to Article III as Article III (L):

L. Federal Funding Limitation. The Parties understand that federal funds will be used to pay for a portion of the Project. To the extent applicable to each of the respective parties, this Agreement is subject to all federal provisions prescribed for the third-party contracts by the federal grant agreement.

2. The following is added as Article III (M):

M. Bicycle Facilities. As outlined in Article II (X), Bicycle Facilities, TriMet will be applying for a code adjustment to allow the Project to install both long term and short term bicycle facilities. The City's Office of Transportation (PDOT) agrees to endorse this request. Additionally, PDOT shall, through its long term bicycle parking fund:

1. Provide to TriMet funds necessary to purchase 12 additional "Mall Standard" racks to be installed by the Project contractor.
2. Purchase through TriMet a bike oasis to increase the total number of oases along the Mall from 3 to 4. PDOT will pay for the cost of installation of this oasis. See Exhibit I for the cost estimate.

IV – CITY SERVICES TO BE PROVIDED

1. The following regarding relocation of buses from the Mall to 3rd and 4th Avenues is added as Article IV E.1.(j):

(j) Provide services related to the relocation of bus service from 5th and 6th Avenues to 3rd and 4th Avenues and Columbia and Jefferson Streets in January 2007 and the return of bus service to the Mall once Project construction and bus operations training is complete, which is expected to occur in Spring 2009. A summary of anticipated services to be provided by the Bureau of Maintenance is included as Exhibit J – Bus Relocation Services.

2. The following regarding Steel Bridge ramp repair is added as Article IV E.1.(k):

(k) Provide services related to the repair of the east side approach ramps to the Steel Bridge. Services include survey, development of preliminary design, review of construction documents, and support services during construction. The Parties intend to split all costs of the repair work equally, regardless of who performs the work.

3. The following regarding Transportation's mast arm betterment is added as Article IV E.3.(h):

(h) The City's Office of Transportation, Bureau of Transportation System Management will provide funding to replace side street traffic signal mast arms as a project betterment.

The anticipated cost for the new mast arms is anticipated to be \$400,000 per bid item LT-12.

4. The following regarding traffic signal controllers is added as Article IV E.3.(i):
 - (i) Provide the traffic signal controllers for the Project. Cost of providing controller model 170 will be a Project expense. Any additional cost to upgrade the controllers to model 2070 will be paid by the City as a betterment. The controllers will be installed by the Project contractor. Exhibit K details the betterment analysis.

5. The following is added to Bureau of Environmental Services Article IV F. as section (5):
 - (5) Provide services related to stormwater infiltration strips and stormwater planters in South Mall. Work includes furnishing, installing, and establishing plant material during the two year warranty period. Exhibit B, Transit Mall Light Rail Extension Project Staffing Plan BES Project #8188 should be deleted and replaced with the updated BES staffing plan reflecting the addition of these services and adjustment to others based on actual costs is summarized in Exhibit L. Total anticipated compensation to BES remains unchanged from the original IGA, however due to some savings during construction phase.

6. Modify Article IV(G) Bureau of Parks and Recreation by insertion of "City Nature" after "Project Manager, Parks" in the first sentence.

7. The following services related to street tree pruning and planter pots are added to Article IV(G) Bureau of Parks and Recreation:
 - (4) Perform all necessary pruning of existing street trees to be retained in the public right-of-way within the Project limits, including those associated with the temporary bus facilities on Columbia and Jefferson Streets and 3rd and 4th Avenues.
 - (5) Perform planter pot installation of soil, amendments, and plant materials, at Project expense.
 - (6) Repair section of Waterfront Park lawn damaged by inspection of the Steel Bridge west approach structure, as a Project expense.
 - (7) Assist TriMet and its construction contractor in developing construction plans and schedules for this work.
 - (8) Coordinate with TriMet's construction contractor to ensure the timely performance of this work upon notification when areas are ready for the work to occur.

Delete from Exhibit B in the IGA the Parks Project Staffing Estimate dated 1/26/2006 and replace it with Exhibit M - Updated Parks Project Staffing Estimate dated 5/29/08.

8. Modify Article IV (Q) as follows: Insert the clause "to the extent possible given limitations in its financial accounting system," after the word "shall" in the first sentence.

City of Portland

**Tri-County Metropolitan Transportation
District of Oregon**

By: Commissioner of Public Utilities

By: Executive Director

Dated: _____

Dated: _____

By: City Auditor

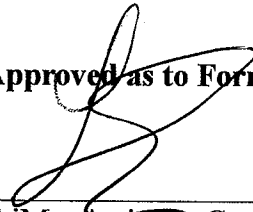
Approved as to Form:

APPROVED AS TO FORM



City Attorney
CITY ATTORNEY

Approved as to Form:



TriMet Assistant General Counsel

PORTLAND MALL REVITALIZATION PROJECT

EXHIBIT F

Financial Changes to IGA

PORTLAND MALL REVITALIZATION PROJECT - AMENDMENT NO. 2
 Adjustments to Scope
 6/12/2008

<u>ITEM</u>	<u>WHO DOES WORK</u>	<u>FINANCIAL RESPONSIBILITY</u>	<u>ESTIMATED EXPENSE</u>	<u>Per</u>
PDOT Changes				
Steel Bridge Repair Work (City share is \$1,000,000)	City/TriMet	TriMet/City 50-50 split	\$ 2,000,000	Exhibit G - Amend 2
Bus Relocations Services	City	TriMet	\$ 92,000	Exhibit J - Amend 2
Bicycle Facilities - (bike oasis)	TriMet	City	\$ 48,480	Exhibit I - Amend 2
Side Street Traffic Signal Mast Arms	TriMet	City	\$ 400,000	bid item L T-12 - Amend 2
Purchase Traffic Signal Controllers	City	TriMet/City	\$ 148,980	Exhibit K - Amend 2
Parks Changes				
Street Tree Pruning	City	TriMet	\$ 175,000	Exhibit M - Amend 2
Planter Pots - initial plantings	City	TriMet	\$ 72,000	Exhibit M - Amend 2
PWB Changes				
TRIMET/PWB MOU - TriMet share	City and TriMet	TriMet and City	\$ 3,962,000	Exhibit B and D - Amend 1
TRIMET/PWB MOU - City share	City and TriMet	TriMet and City	\$ 1,441,000	Exhibit B and D - Amend 1
BES Changes				
Addition of infiltration strip services and other adjustments (no net change in total compensation)	City	TriMet	\$ 0	Exhibit L - Amend 2

PORTLAND MALL REVITALIZATION PROJECT - IGA WITH AMEND #1 & 2
 Summary of Costs
 6/12/2009

	Original IGA	IGA Amend #1	IGA Amend #2	Revised Expense
TRIMET				
PDOT	\$ 2,592,594			\$ 2,759,084
BES	\$ 448,308			\$ 448,308
Parks	\$ 41,000			\$ 288,000
PWB MOU - TriMet Share	\$ 578,400	\$ 3,962,000		\$ 3,962,000
Steel Bridge repair work - TriMet share			\$ 1,000,000	\$ 1,000,000
Traffic Signal Controllers - reimburse PDOT			\$ 74,490	\$ 74,490
Bus relocation services - PDOT			\$ 92,000	\$ 92,000
Adjustments to BES scope (no net \$ change)			\$ -	\$ -
Street tree pruning - Parks			\$ 175,000	\$ 175,000
Planter pots - soil and initial plantings - Parks			\$ 72,000	\$ 72,000
TriMet Obligation Total	\$ 3,660,302	\$ 3,962,000	\$ 1,413,490	\$ 8,457,392
City				
PWB MOU - PWB share		\$ 1,441,000		\$ 1,441,000
Steel Bridge repair work - PDOT share			\$ 1,000,000	\$ 1,000,000
Traffic Signal Controllers - PDOT share			\$ 38,376	\$ 38,376
Bicycle Oasis - PDOT Betterment			\$ 48,480	\$ 48,480
Side street Mast Arms - PDOT betterment			\$ 400,000	\$ 400,000
City Obligation Total	\$ -	\$ 1,441,000	\$ 1,486,856	\$ 2,927,856

PORTLAND MALL REVITALIZATION PROJECT

EXHIBIT G

Steel Bridge – East Approach Repair Work

Downtown Mall Light Rail Transit Project
Steel Bridge - East Approach Repair Work
5/13/08

Element	Total Cost	City Share (50%)	TriMet Share (50%)	
A. Design B145 (0-50%) plus Engr and Survey	113,924	113,924		PDOT paid cost up front
B. Design B145 and B146 (50- 100%)	125,000		125,000	TriMet paid cost up front
Design Phase Total	238,924	113,924	125,000	note: 50% equal share would be \$119,462 (since intend to split all costs 50-50)
City Des Phase shortfall and TriMet overage		5,538	-5,538	
C. City structural staff services during construction	30,000	30,000		The actual expense will be split 50-50
D. TriMet structural services during construction (KPF)	30,000		30,000	The actual expense will be split 50-50
E. Phase 1 Strengthening (Gravity)	1,021,000	516,038	504,962	includes shortfall or overage from Des Ph
F. Phase 2 Strengthening (Lateral)	680,076	340,038	340,038	This is 50/50 split of NTE amount
Construction Phase Total *	1,761,076	886,076	875,000	
Project Total	\$2,000,000	1,000,000	1,000,000	

* addl 200k in construction contin budgeted but not included in estimate. Agreed to 50-50 split with \$100k avail each from PDOT and TriMet
Total contribution from each agency for project could total \$1.1M if contingency is needed.

Items A and B are actuals; C, D, E, and F are estimates.

PORTLAND MALL REVITALIZATION PROJECT

EXHIBIT H

Intergovernmental Agreement between PSU and TriMet regarding indoor bicycle facility

Request No 10054

Contract Summary

Date Printed: Wednesday, May 21, 2008

Contract Number GH080518LE

ModNo 0

Amount of Mod

\$150,000.00

Cumulative Amount

\$150,000.00

Vendor/Contractor

Portland State University

PO Box 751

Portland O 97207-0751

Contact: Ernest Tipton

Phone Number: (503) 725-4318

Federal ID: 93-0619733

Effective Date: 05/01/2008

Term End Date: 12/31/2009

Option to Extend To:

Description of Services

Notes:

10.1052880.000.00.3683.15644

5/1/08 - 12/31/09

Contract Requirement

PSU Bicycle Parking Facility

Mod Description

Contribution towards design and construction of bicycle parking facility at PSU Mall Project

Contract Administrator

Erz, Lance

Project Manager

Barnard, Rob

TriMet Contract No. GH080518LE

**INTERGOVERNMENTAL AGREEMENT
BETWEEN PORTLAND STATE UNIVERSITY AND
THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
FOR AN INDOOR BICYCLE PARKING FACILITY AT PSU**

This INTERGOVERNMENTAL AGREEMENT is entered into by and between the Tri-County Metropolitan Transportation District of Oregon, a mass transit district organized under the laws of the State of Oregon ("TriMet") and Portland State University, a public university in the Oregon University System ("PSU"), as of the effective date set forth below.

RECITALS

A. TriMet is constructing the Portland Mall Segment of the South Corridor Light Rail Project between Union Station and PSU (hereinafter "Mall Project").

B. Bicycle access to TriMet bus and light rail and Portland Streetcar service is an essential part of the region's multi-modal transportation system.

C. Chapter 33.266 of the Portland Zoning Code requires the Mall Project to provide a minimum of 56 long-term bicycle parking spaces (at least 8 spaces at each of the 7 light rail station pairs to be built along the Transit Mall). During the Design Review process for the Mall Project, TriMet was granted an Adjustment of this requirement, so that the required long-term bicycle parking can be combined and redistributed along the Transit Mall.

D. PSU has completed a feasibility study to redevelop the NE corner of the University Center Building (the "Property") located at the SW corner of SW 5th Ave and Harrison St. into a bike hub (the "Project") which would include a bicycle shop and secure, indoor bicycle parking. The feasibility study describes the Project and is attached hereto as Exhibit A and incorporated by this reference herein.

E. The Second Amendment to the Intergovernmental Grant Agreement between TriMet and the City sets forth certain Supplemental Urban Treatments to be constructed by TriMet as part of the Mall Project, including the construction of Enhanced Bicycle Facilities at the cost of \$300,000.

F. The Project will include the design and construction of secure indoor facilities; installation of bicycle racks capable of holding a total of at least 28 bicycles for use by the general public, accessible 24 hours a day, 7 days a week, 365 days a year; installation of additional bicycle racks for PSU students, faculty, staff & alumni; and construction of space for bicycle shop services. TriMet expects that the 28 general public bicycle parking spaces provided by the Project will meet half of the Mall Project's obligation for bicycle parking.

G. The Parties desire for the Project to be constructed on a schedule consistent with the construction of the Mall Project, and to open the Project for use at the same time as the Mall Project.

H. The parties desire to determine the operating and maintenance requirements for the Project based on approved project features, and to assign operating and maintenance responsibility solely to PSU.

I. TriMet and PSU have the authority to enter into intergovernmental agreements under ORS Chapter 190.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I PROJECT SCOPE OF WORK

1.1 The Parties agree that the scope of work for the Project includes the following: design, construction, operation and maintenance of a secure indoor bicycle parking facility on the Property; installation of bicycle racks capable of holding a total of at least 28 bicycles for use by the general public; installation of additional bicycle racks for PSU students, faculty, staff and alumni; and construction of space for bicycle shop and bicycle repair services.

ARTICLE II – OBLIGATIONS OF THE PARTIES DURING DESIGN AND CONSTRUCTION

2.1 PSU Obligations: PSU's responsibilities during design and construction of the Project will include design and construction, contract administration, coordination of design and construction issues associated with the Project, acquisition of real property, and contract close-out. As the lead agency, PSU shall:

2.1.1. Prepare and award contracts necessary for the Project, including, but not limited to, architectural, engineering, and other design services contracts, and construction contracts in accordance with applicable state and federal requirements.

2.1.2. Manage design and construction contracts for installation of furnishings and equipment to establish the PSU indoor bicycle parking facility in the ground floor of the new PSU Student Recreation Center.

2.1.3. Provide at least 28 bicycle parking spaces accessible to members of the general public in the PSU indoor bicycle parking facility.

2.1.4. Schedule Project status meetings as necessary with TriMet throughout design and construction of the Project, and coordinate overlapping design issues or construction activities between the Project and the Mall Project.

2.1.5. Submit final design drawings to TriMet for review and comment.

2.1.6. Design bicycle parking in accordance with Portland City Code 33.266.220.B and 33.266.220C.

2.2. TriMet Obligations:

2.2.1. TriMet shall pay the sum of \$150,000 to PSU as set forth in Section 4.1.1, below.

2.2.2. TriMet will post information at light rail stations detailing where long-term bicycle parking is located, in accordance with Portland City Code 33.266.220.6.C.a.

2.2.3. TriMet, through its Project Manager, shall assist PSU to integrate overlapping design issues between the Project and the Mall Project.

**ARTICLE III –
OPERATION AND MAINTENANCE**

3.1 PSU Obligations: PSU will assume responsibility for operation and maintenance of the indoor bicycle parking facility. As the lead agency, PSU shall:

3.1.1. Construct and commence operation of the indoor bicycle parking facility prior to opening day of the Mall Project, which is anticipated to occur in September 2009.

3.1.2. Provide access to the indoor bicycle parking facility for a minimum of 28 members of the general public outside the PSU community, either through rental agreements or membership. The PSU community includes students, faculty, staff and alumni.

3.1.3. Provide keycards that enable 24-hour access to the indoor bicycle parking facility.

3.1.4. In its discretion, charge a reasonable fee for public access to bicycle parking. This fee may be higher than the fee for PSU students, faculty, staff or alumni.

3.1.5. Provide members of the general public utilizing the indoor bicycle parking with the opportunity to become a member of the PSU Bicycle Co-op, or to obtain access to bicycle shop services, for a reasonable fee. This fee may be higher than the fee for PSU students, faculty, staff or alumni.

3.1.6. Make its best efforts to provide members of the general public utilizing the indoor bicycle parking facility access to showers and lockers in the PSU Student Recreation Center.

- 3.1.7. Maintain the bicycle parking facility and equipment in good working order.
- 3.2. In the event that opening day of the PSU indoor bicycle parking facility is delayed beyond opening day of the Mall Project, PSU will temporarily accommodate 28 bicycle parking spaces for the general public on PSU property within existing PSU bicycle parking facilities. Such facilities shall meet the standards for long-term bicycle parking under section 33.266.220 of the Portland Zoning Code.

ARTICLE IV – PROJECT BUDGET AND INVOICING

4.1. Project Budget: The total budget for design and construction of the Project is estimated at \$800,000, which is comprised of Mall Project funds in the amount of \$150,000, and PSU funds in the estimated amount of \$650,000. The parties' financial obligations for the Project are as follows:

4.1.1 TriMet agrees to pay \$150,000 from Mall Project funds for its share of the Project costs incurred by PSU. Such funds shall be paid as follows: one payment of \$75,000 within 30 days of receipt of an invoice from PSU, which invoice shall be submitted at the completion of the design phase of the project; one payment of \$75,000 within 30 days of receipt of an invoice from PSU, which invoice shall be submitted at substantial completion of the Project. PSU shall send its invoices to TriMet, attn: Sandy Bradley, 710 NE Holladay Street, Portland, OR 97232. In the event the Project is not substantially complete September 1, 2009, PSU will return to TriMet any amounts paid to TriMet pursuant to this IGA.

4.1.2 PSU agrees to fund all remaining costs for the Project, exclusive of TriMet's own project related expenses or any changes order work requested by TriMet. All changes requested by TriMet shall be mutually agreed to by the Parties through a duly executed amendment to the Agreement.

ARTICLE V – CONTINUING CONTROL AGREEMENT

5.1. To satisfy the continuing control requirements of the FTA as set forth in 49 U.S.C. § 5309(d)(1) and the City Code requirements set forth in City Code 33.266.200-220, PSU shall commit to grant to TriMet and the general public the use of the Property as set forth herein, and not to alter such use without the prior written agreement of the parties. In the event the parties agree to alter the use, PSU shall replace the 28 general public bike spaces in another, comparable location.

ARTICLE VI – GENERAL PROVISIONS

6.1. **Relationship of the Parties:** Each of the parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one party shall be deemed to be an employee, agent or contractor of the other party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.

6.2. **Project Managers:** All routine correspondence and communication regarding this Agreement shall be between the project managers.

TriMet's Project Manager is: Robert Barnard
TriMet
710 NE Holladay Street
Portland, OR 97232
(503) 962-8839

PSU's Project Manager is: Ernest Tipton
Portland State University
Facilities and Planning
PO Box 751
Portland, OR 97207-0751
(503) 725-4318

6.3. **No Third-Party Beneficiary:** Except as set forth herein, this Agreement is between the parties and creates no third-party beneficiaries. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third-parties unless third-persons are expressly described as intended to be beneficiaries of its terms.

6.4. **Compliance with Laws:** The parties shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, to the extent applicable, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279C.580, which hereby are incorporated by reference. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

6.5 Insurance Requirements:

6.5.1 PSU is a self-insured public university. The parties agree that PSU shall not be required to purchase the insurance described below unless PSU is no longer

self-insured. While this Agreement is in effect, PSU agrees that it shall require any contractors it uses to agree to comply with the insurance requirements provided below. Prior to commencement of work under this Agreement, PSU shall furnish to TriMet a certificate(s) of insurance, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements below. Failure of TriMet to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of TriMet to identify a deficiency from evidence that is provided shall not be construed as a waiver of PSU's obligation to either require such insurance from its contractors or maintain such insurance in the event PSU no longer is self-insured. PSU shall indemnify TriMet for any liability or damages that TriMet may incur due to PSU's failure to either require its contractors to purchase or maintain the required insurance or maintain such insurance in the event PSU no longer is self-insured.

6.5.2 PSU or its contractors shall be responsible for payment of all premiums and deductibles. Insurance shall, at a minimum, be maintained of the types and in the amounts described below:

6.5.2.1 Commercial General Liability (CGL) Insurance with a limit of not less than \$1,000,000 each occurrence.

6.5.2.2 Business Auto Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of the use of any auto (including owned, hired, and non-owned autos).

6.5.2.3 Workers Compensation and Employer's Liability Insurance. The employer's liability limit shall not be less than \$500,000 each accident for bodily injury by an accident and \$500,000 each employee for bodily injury by disease. The workers compensation limit shall be equivalent to or better than the Oregon statutory limits.

6.5.3 The insurance required under this Section shall:

6.5.3.1 Include TriMet and its directors, officers, employees and agents as additional insureds with respect to work or operations connected with the Agreement, and

6.5.3.2 Require the insurer to give TriMet not less than thirty (30) days notice prior to termination or cancellation of coverage.

6.6. **Indemnity:** Within the limits of the Oregon Constitution and the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the parties shall hold harmless, indemnify and defend the others and their directors, officers, employees and agents from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the negligent acts or omissions of the indemnitor, its officers, employees, or agents.

6.7. **Duration of Agreement:** This Agreement shall be in full force and effect from the date of last signature below until the completion of all obligations created by this Agreement, with the exception of Paragraph 5.1, above, which shall remain in effect for perpetuity unless waived by the parties in writing.

6.8. **Early Termination of Agreement:**

6.8.1. The parties, by mutual written agreement, may terminate this Agreement at any time.

6.8.2. Any party may terminate this Agreement in the event of a material breach of the Agreement by any other party. Prior to such termination, however, the party seeking the termination shall give the other parties written notice of the breach and of the party's intent to terminate. If the breaching party has not entirely cured the breach within thirty (30) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination. Such termination shall be effective as of the date the notice is sent.

6.8.3. In addition, TriMet may terminate this Agreement, in whole or in part, effective upon delivery of written notice to PSU, or at such later date as may be established by TriMet, under the following condition:

6.8.3.1 Any laws, regulations, rules or guidelines are modified, changed or interpreted in such a way that financial assistance or purchase of equipment provided for in this Agreement is no longer allowable or is no longer eligible for funding proposed by this Agreement.

6.8.4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

6.9. **Remedies:** The remedies provided under this Agreement shall not be exclusive. The parties also shall be entitled to any other equitable and legal remedies that are available.

6.10 Oregon Law, Dispute Resolution and Forum:

6.10.1. This Agreement shall be construed according to the laws of the State of Oregon.

6.10.2. The parties, prior to any litigation, shall attempt to settle any dispute arising under this Agreement, or the breach thereof, through mediation in Multnomah County, Oregon. The parties will attempt to agree on a single mediator. The cost of the mediation shall be shared equally, provided, however, that the mediator may award costs and fees to the prevailing party. If the parties agree on a mediator, the mediation shall be held within 60 days of selection of the mediator, unless a different schedule is otherwise agreed to by the parties. If the parties cannot agree on a mediator, or the matter is not settled during mediation, the parties shall have all other remedies available at law or in equity.

6.10.3. For purposes of this Agreement, the term "Bicycle" has the meaning set forth in ORS 801.150, i.e., a vehicle that:

- (1) Is designed to be operated on the ground on wheels;
- (2) Has a seat or saddle for use of the rider;
- (3) Is designed to travel with not more than three wheels in contact with the ground;
- (4) Is propelled exclusively by human power; and
- (5) Has every wheel more than 14 inches in diameter or two tandem wheels either of which is more than 14 inches in diameter.

6.11. **Documents are Public Property:** All records, reports, data, documents, systems and concepts, whether in the form of writings, figures, graphs, or models which are prepared or developed in connection with this Project, shall become public property. As related to third parties, this provision shall not waive any right or privilege not to disclose held by PSU or TriMet.

6.12 Copyright, Patent Rights, Trademarks, and Trade Secrets:

6.12.1. To the extent permitted by Oregon law, PSU shall hold harmless and indemnify TriMet from and pay the entire cost of defending any claim or suit brought against TriMet for alleged infringement of a copyright, patent, trademark, or trade secret based on designs supplied by PSU or infringements caused by PSU.

6.12.2. To the extent permitted by Oregon law, TriMet shall hold harmless and indemnify PSU and City from and pay the entire cost of defending any claim or suit brought against PSU or City for alleged infringement of a copyright, patent, trademark, or trade secret based on designs supplied by TriMet or infringements caused by TriMet.

6.13. **Federal Funding Limitation:** The parties hereto understand that federal funds will be used to pay for a portion of the Project. To the extent applicable to each of the respective parties, this Agreement is subject to all federal provisions prescribed for third-party contracts by the federal grant agreement.

6.14. **Subcontractors and Assignments:** No party to this Agreement may assign or delegate, in whole or in part, any of the rights or obligations set forth hereunder, without obtaining prior written approval from the other party, except that PSU shall be permitted to contract for all construction work related to the Project without approval from TriMet. TriMet shall incur no liability to third parties for payment owing or made by PSU for work associated with the Project.

6.15. **Notice:** All notices provided for hereunder shall be in writing and sufficient if deposited in US mail as certified mail, return receipt requested, addressed to the parties set forth below:

If to TriMet: TriMet
 General Counsel
 4012 SE 17th Avenue
 Portland, OR 97202

If to PSU: Portland State University
 Office of Facilities and Planning
 PO Box 751
 Portland, OR 97207-0751

With copy to: Department of Justice
 Education Section
 1162 Court Street NE
 Salem, OR 97310

6.16. **Severability:** If any terms or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent, be determined by a court to be invalid or unenforceable, the remainder of this Agreement and the application of those terms and provisions shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. All provisions concerning indemnity survive the termination of this Agreement for any cause.

6.17. **Interpretation of Agreement:** This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The Section headings contained in this Agreement are for ease of reference only and shall not be used in constructing or interpreting this Agreement.

6.18. **Entire Agreement; Modification; Waiver:** This Agreement constitutes the entire Agreement between the parties on the subject matter hereof and supersedes all prior or

contemporaneous written or oral understandings, representations or communications of every kind. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. No course of dealing between the parties and no usage of trade will be relevant to supplement any term used in this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by a party of that or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date of first signature below.

TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF
OREGON

By: Neil McFarlane
Neil McFarlane, Director
Capital Projects and Facilities

Dated: 5-7-08

Approved as to Legal Sufficiency for TriMet

[Signature]
TriMet Legal Department

PORTLAND STATE UNIVERSITY

By: Lindsay A. Desrochers
Lindsay A. Desrochers
Vice President, Finance & Administration

Dated: 5/13/08

Approved as to Legal Sufficiency for PSU

[Signature]
Henry H. Lazenby, Jr. 4-24-08
General Counsel

181954

(SAS)

181954

**Portland State University
Bike Hub
Feasibility Study**
September 5, 2006

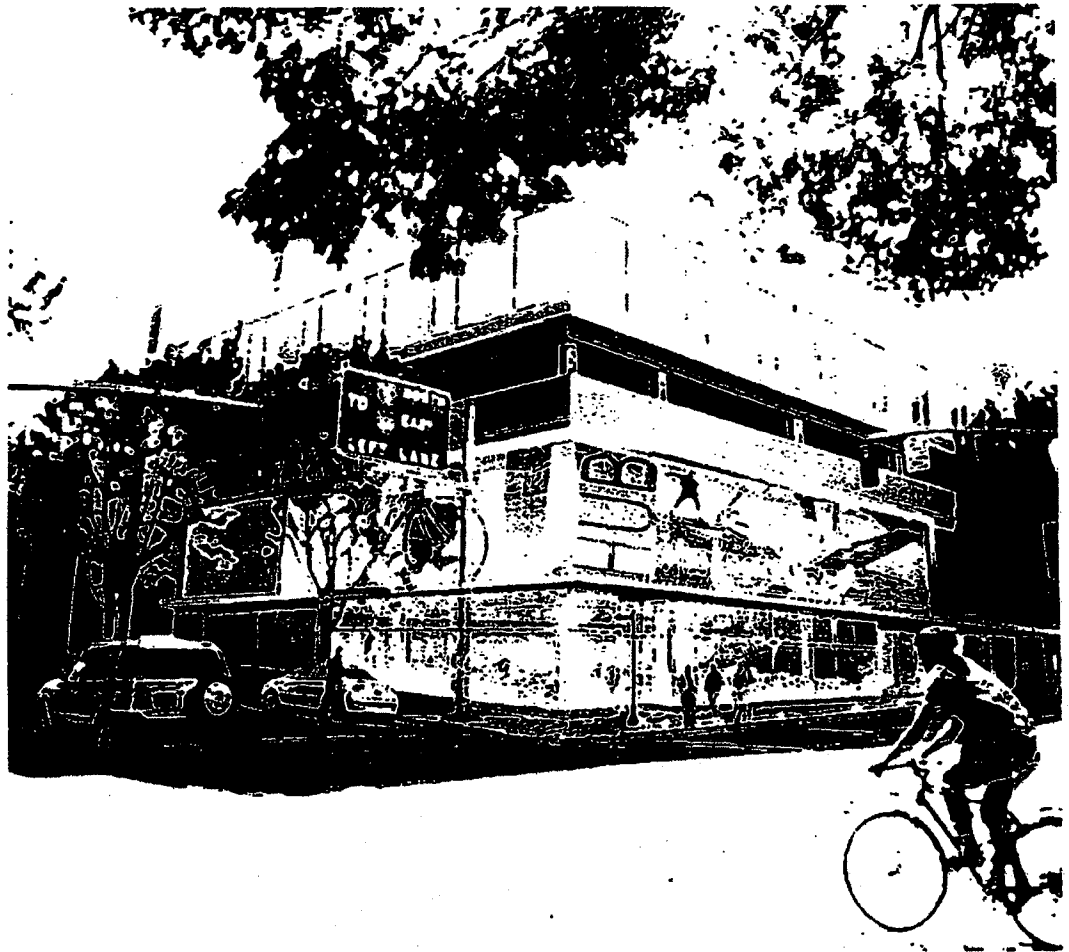


EXHIBIT A

Yost Grube Hall
Architects

181954

Project Team

Owner:

Portland State University

- Dan Zalkow – Manager, Transportation and Parking
- Eben Saling – Transportation and Parking
- Ian Stude – Manager, PSU Bike Co-op
- Francis X. McBride – Supervising Architect, Facilities

Architect:

Yost Grube Hall Architecture

1211 SW Fifth Avenue, Suite 2700

Portland, OR 97204-3782

503-221-0150

- Nels Hall – Design Principal
- Edward Running – Design Assist
- Miles Woofter – Project Architect

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Project Overview & Goals



Existing PSU Bike Co-op Shop

Portland State University is Oregon's fastest growing urban university. Located in the heart of downtown Portland, the university supports and encourages use of alternative transportation to commute to and from campus, including bicycling. As the population of the university increases, so will demand for secure bicycle parking, service facilities and cycling retail. PSU has recognized that existing campus bike parking will not meet the growing demand as more individuals choose bicycles to commute to work and school.

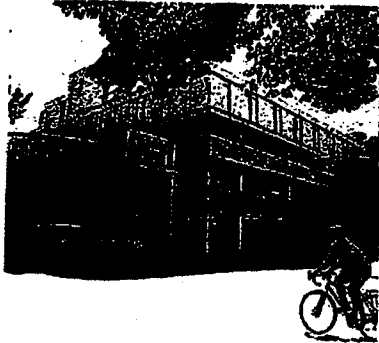
The following feasibility study was initiated by the PSU Bike Co-op to evaluate development of a centralized facility to meet the growing demand for space based on successful examples of campus bike facilities that encourage and support bicycle commuting. The study identifies primary facility goals, program requirements, physical space needs, and potential construction costs of a new facility, the "PSU Bike Hub", in the University Center Building.

The project design process began with definition of project goals and review of two plan concepts developed by PSU. YGH plan concepts and a draft study were reviewed in subsequent work sessions to clarify the intent and further define preferred alternatives. A key objective of the projected Bike Hub is to increase the visibility and use of the existing PSU Bike Co-op. Additional area for secure bike parking, bike maintenance, equipment storage and a retail display area for bicycling products will also improve the facility's ability to serve the PSU cycling community and encourage more PSU bicycle commuting.

Project goals were defined as follows:

- Increase annual bicycle trips to and from Portland State University
- Improve existing bicycle service function and capacity
- Increase existing facility storage and security of bicycles
- Provide self-service capacity for PSU Bike Co-op Members
- Provide area for retail sales
- Provide an open and welcoming facility to serve/attract customers
- Provide a restroom facility for staff
- Create flexible space, adaptable for future retail use
- Meet applicable ADA, zoning, and design standards

Existing Site & Building Conditions



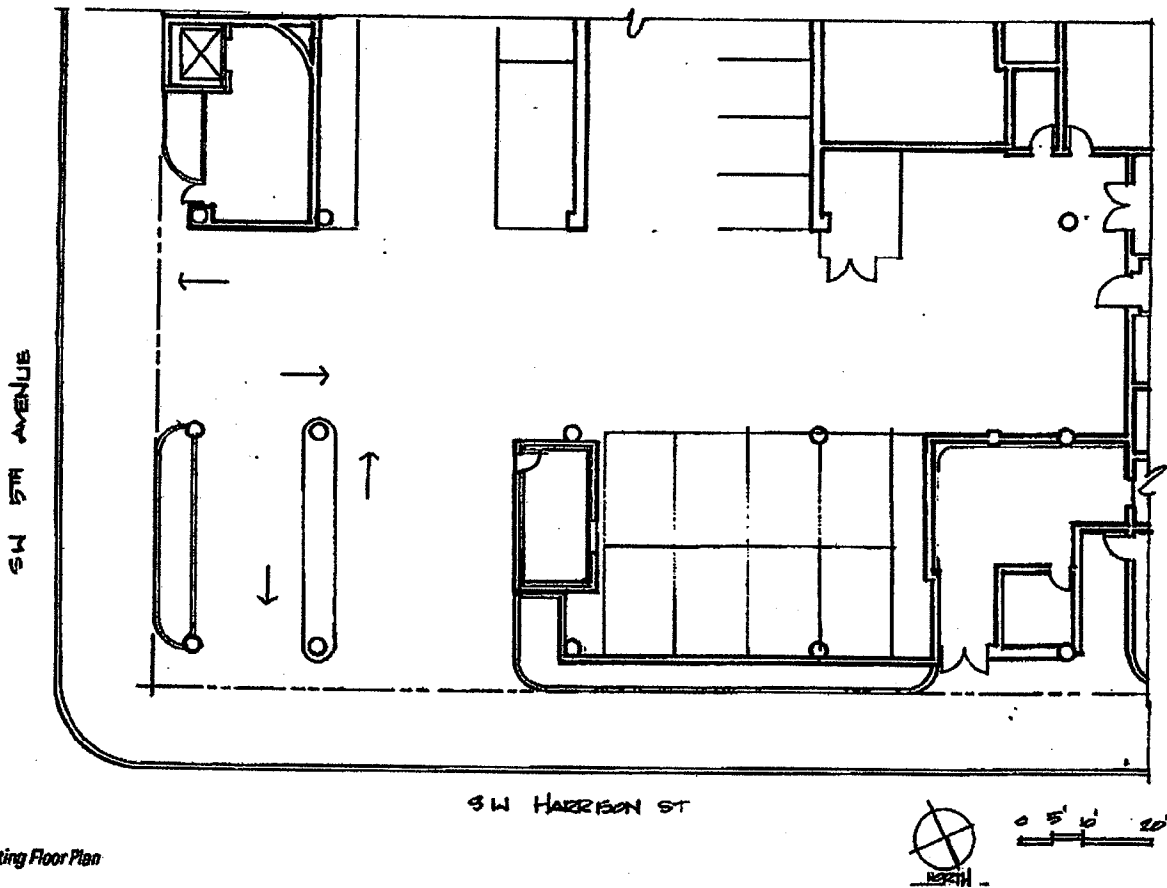
Existing Site Image

The PSU University Center Building (UCB) occupies the downtown Portland block bordered by SW 5th and SW 6th Avenues, SW Harrison and SW Hall Streets. The structure includes one full level of parking at the basement level with partial parking areas on the first, second, and third levels. Parking is also available on the first, second and third levels, but the area diminishes to the third level. Retail and office spaces occupy the remaining area on these levels on the 6th Avenue side. The entire upper level is dedicated to office area. The site slopes from a low point at the intersection of Harrison Street and 5th Avenue to the high point at Hall Street and 6th Avenue. Existing parking access is provided at Harrison Street to the first level and at Hall Street to the second level. First level access/exit is from Harrison Street and does not comply with current City of Portland code requirements. Future extension of the Light Rail Transit along 5th Avenue will make the vehicle exit directly to 5th Avenue more difficult. Access to the upper levels is provided by ramp from Harrison Street as well as from Hall Street.

The site is zoned CX - Central Commercial which allows many commercial functions including retail. Portland Zoning Code, Central City 510 standards apply to this site. Currently, not all of the requirements are fully met. Additional storefront area and cover will bring the site closer to conformance. Ground floor window area, required building lines, and active use areas do not meet the standards along 5th Avenue. The location of the proposed project will also require a City of Portland design review. The applicable guidelines for this process will be the Central City Fundamental Design Guidelines.

Existing Site & Building Conditions (cont.)

The existing PSU Bike Co-op is located in the UCB at the first level parking area, directly adjacent to the Harrison Street entry. The facility includes a small service and retail building that is approximately 10 feet wide x 20 feet long. The 200 square feet (SF) space includes a small work bench, a double sided maintenance stand, the Bike Co-op's desktop computer and office area. A very small area within this space is used for display of for sale equipment and supplies. Approximately 720 SF of fenced bicycle storage area using a total of 5 parking spaces is directly adjacent to the east. Visual connection from the Co-op is provided with a window, access to the storage is from the drive aisle and separate from the entry.

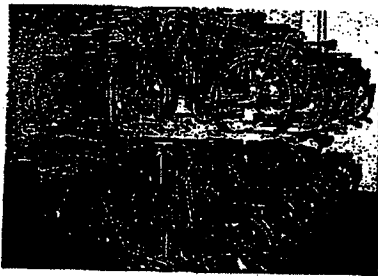


Existing Floor Plan

Program Requirements



Existing Bike Co-op Storage



Proposed Josta Bike Racks

The total program area required is based on the 2700 SF allocation included in the PCAT Site Development Study dated June 10, 2005 for the Central Bike Area. Area requirements for storage, service and retail were defined as follows:

Bicycle Storage Area	1215 SF (45%)
Service Area	810 SF (30%)
Retail Area	675 SF (25%)
Overall Total Area	2700 SF

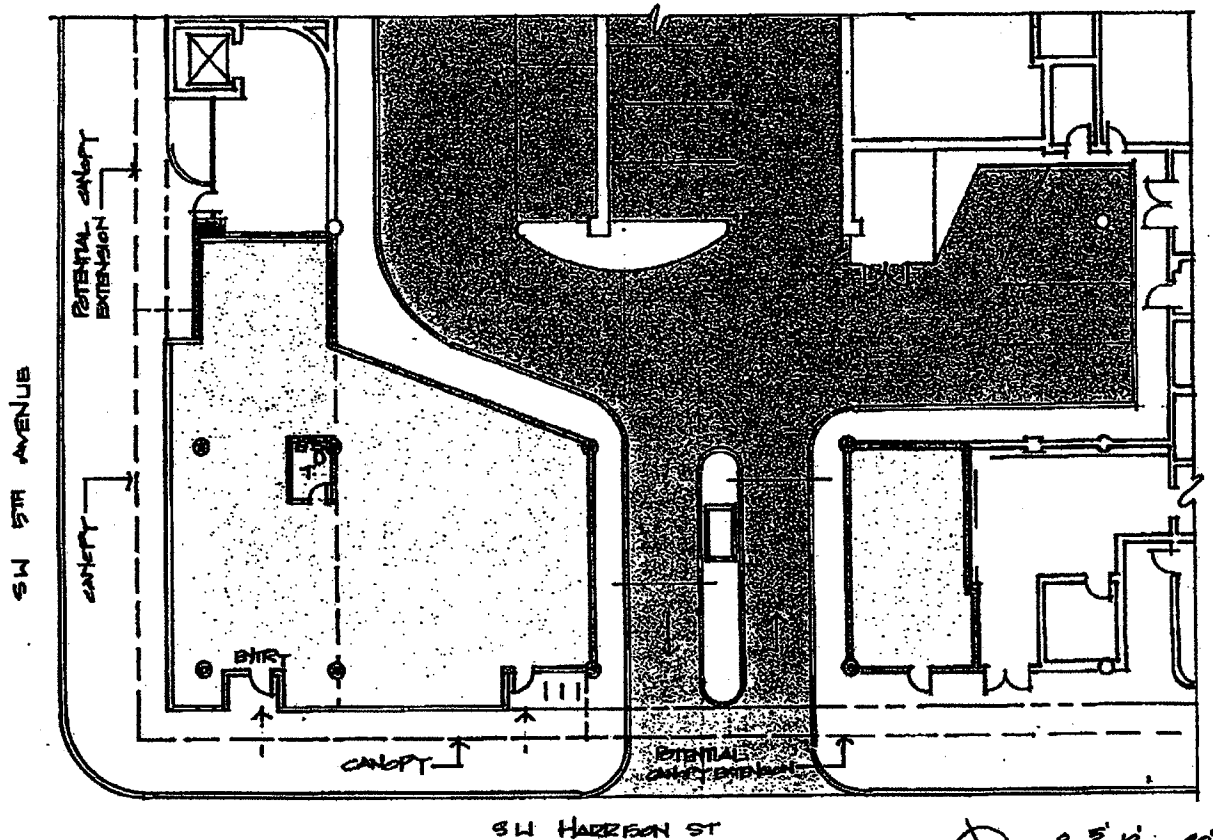
Proposed Bike Hub program requirements were discussed during worksessions and included the following:

- The bike service area is a primary component, and requires (3) three walk-in maintenance stands and (1) one double stand for staff maintenance
- The bike storage area is also a primary component and should accommodate 24/7 access to 100 bicycles in "Josta" Racks
- A small retail area should be included to display of for sale bicycle tools, equipment, supplies and clothing
- A wash sink should be provided adjacent to staff maintenance / service area
- A restroom should be provided for staff use
- A sales counter is required with register and should be adjacent to a retail storage area
- The facility design should showcase an "active workshop" atmosphere

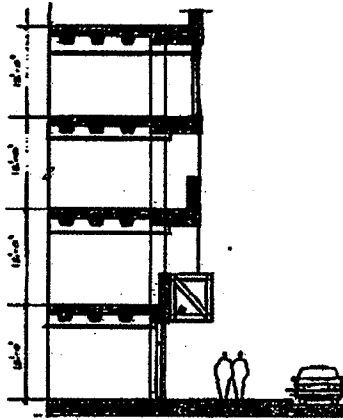
Design Concepts

The design process began with review of the two design options presented by PSU for reconfiguration of the 5th Avenue and Harrison Street corner of the University Center Building. The study proceeded with the development of a single larger, more flexible space which could potentially be used for future multiple retail tenants. The concept shifts the vehicle entry/exit further west on Harrison Street away from the intersection and deletes parking access from 5th Avenue. This design improves entry/exit for vehicles and accommodates future light rail development on 5th Avenue.

A "core and shell" plan diagram is included with this study showing the primary exterior and interior elements of the space, and the flexibility for a range of retail uses. The overall area included with the basic plan could possibly be divided to two tenant areas as indicated by the dashed line. Multiple mechanical, plumbing, and electrical systems located adjacent to existing vertical structure with each represented area are recommended (to maximize flexibility) to allow for multiple tenants in the future.



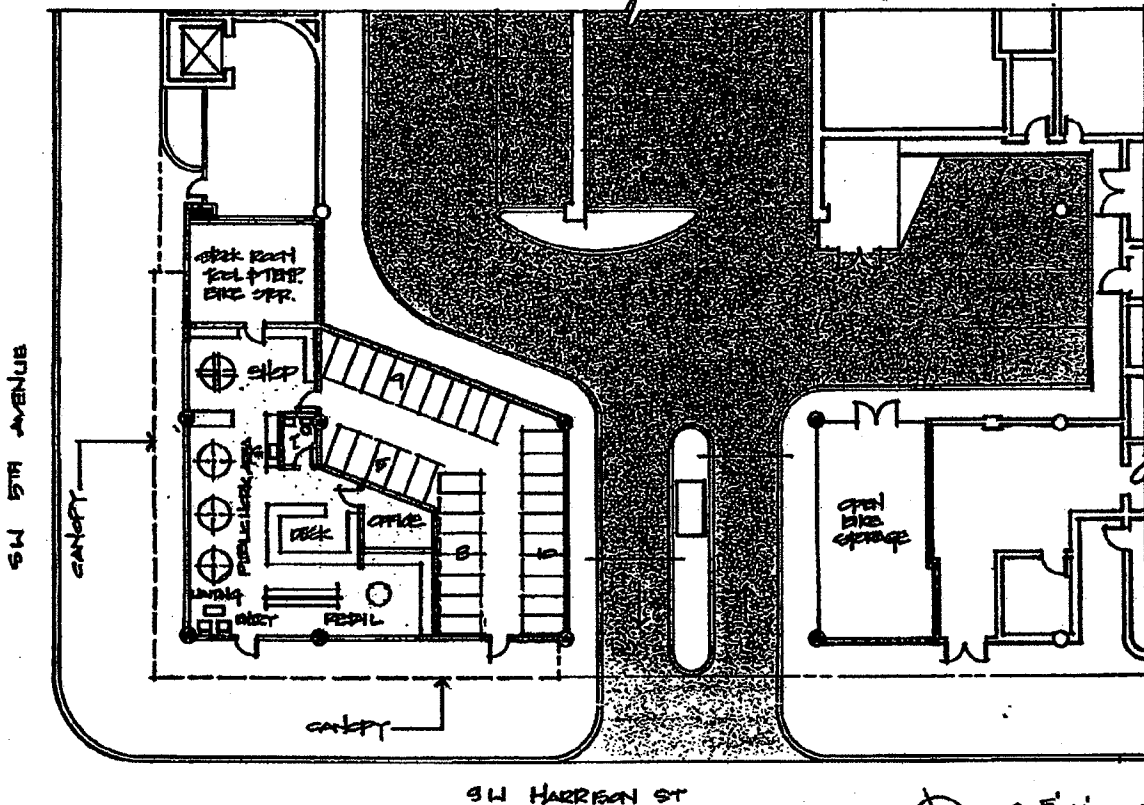
Design Concepts (cont.)



Basic Plan Section

Three concept plans are included documenting the potential of the existing space to accommodate retail, walk-in service and shop service program. The Basic Plan includes retail, walk-in, and shop services directly adjacent to 5th Avenue and Harrison Street. The retail area is located toward Harrison Street directly adjacent to the entry. Self service workstands are organized along 5th Avenue adjacent to the new storefront and visible from the sidewalk. Shop service workbench and storage are located to the south end of the space along 5th Avenue. Bicycle storage area is provided behind the retail service area adjacent to the parking structure entry lane. Access to bicycle storage is provided directly from the service zone as well as from Harrison Street for 24 hour/7 day access. The Basic Plan area shown accommodates 64 bicycles with the Josta Double Parker Bike Rack System. The Basic Plan option areas and percentage of area by program component are as follows:

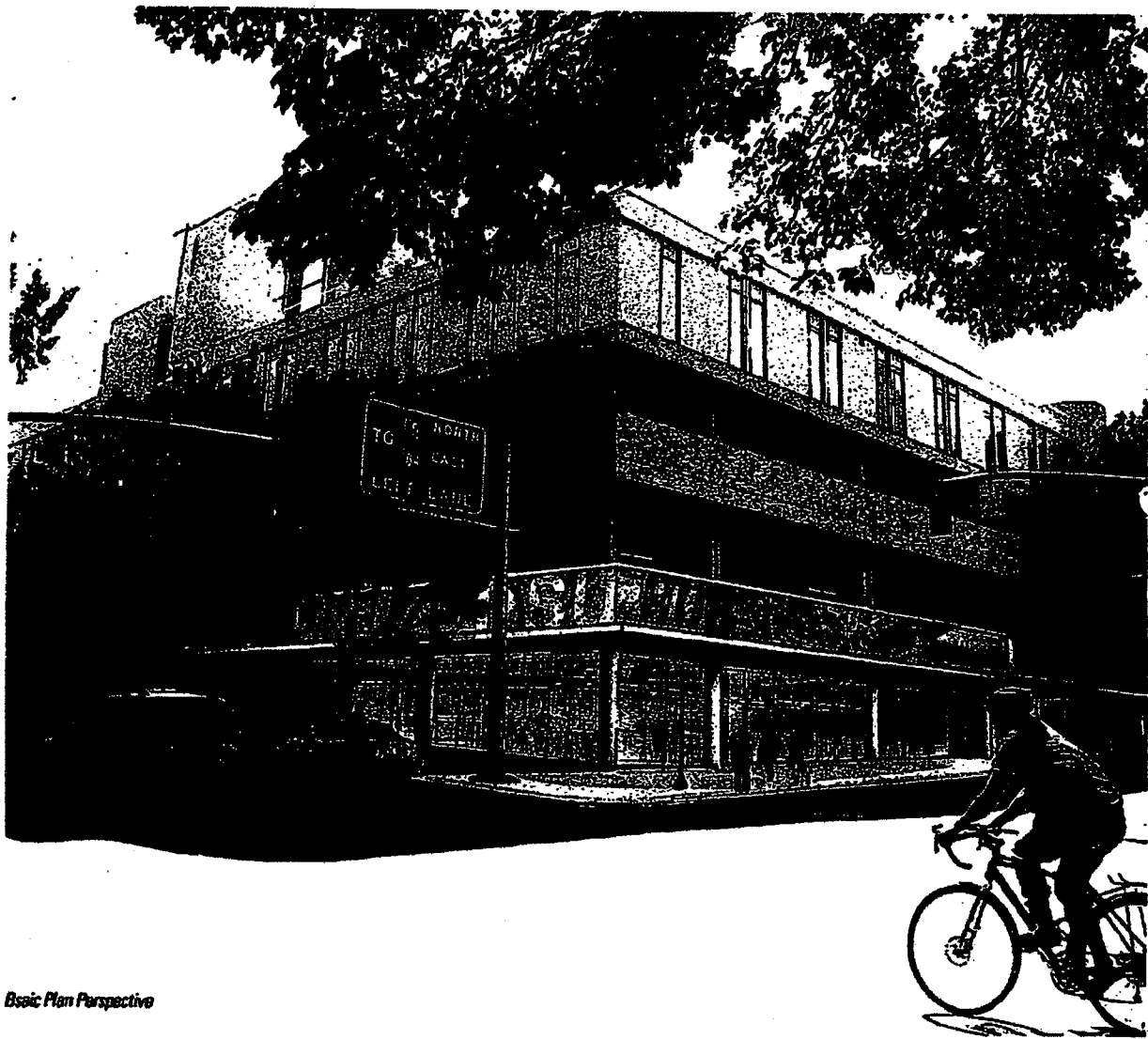
Bicycle Storage Area	1358 SF (43%)
Retail / Service Area	1777 SF (57%)
Overall Total Area	3135 SF



Basic Floor Plan

Design Concepts (cont.)

The section diagram of the Basic Plan shows the integration of the new store front system with a simple translucent canopy. The canopy provides pedestrian scale and required cover with options for backlit signage on the front of the canopy. The perspective view of the Basic Plan shows the extension of the canopy along both Harrison Street and 5th Avenue. This representation shows the potential to incorporate and upgrade the existing University Center Building entries.



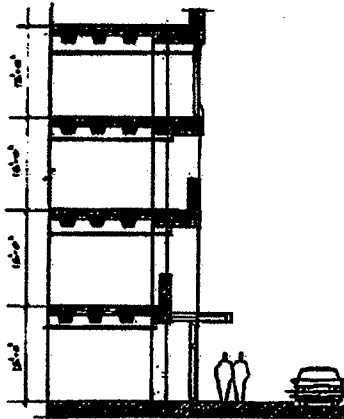
Basic Plan Perspective

Design Concepts (cont.)

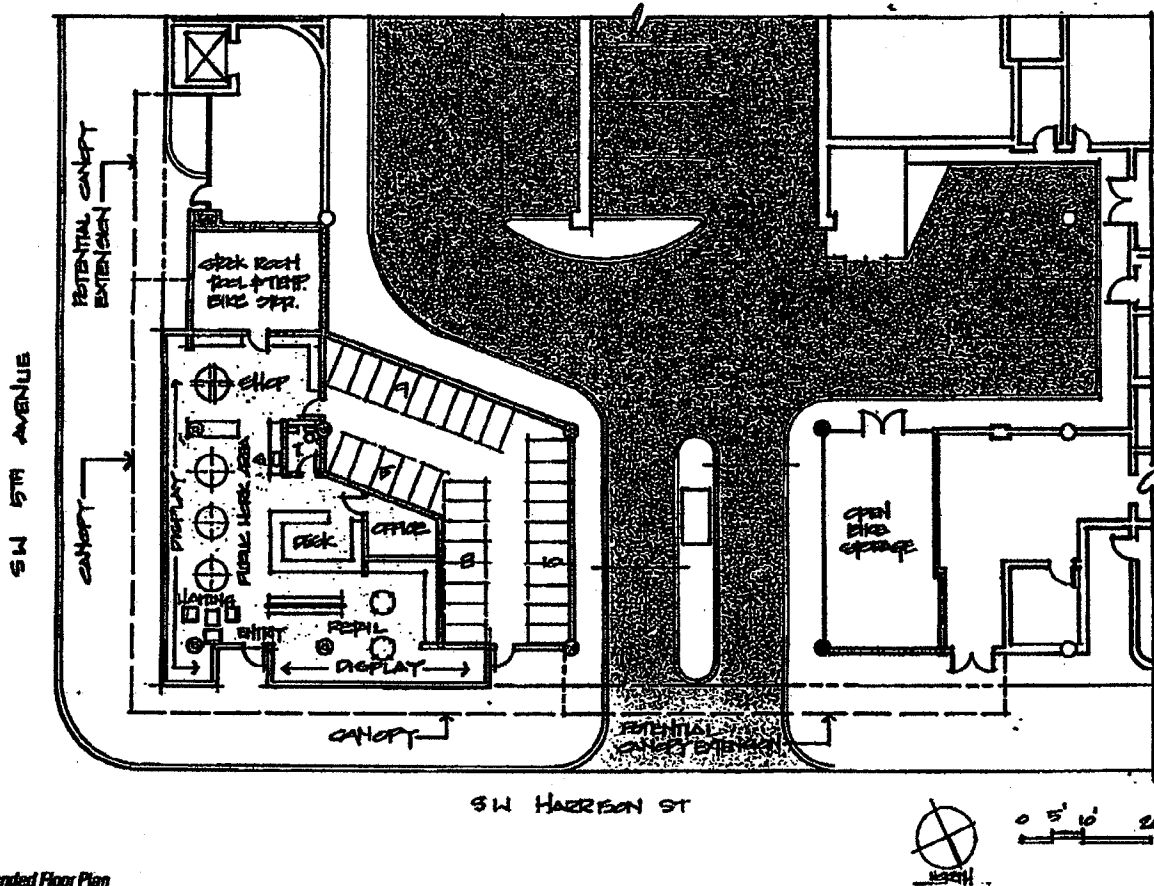
The Expanded Plan option adds street front perimeter area and creates architectural opportunities for the PSU Bike Hub and overall existing building. In addition to the added area, additional volume is created to provide enhanced display and signage options for the storefront facility at the corner. The façade and canopy system can also be extended to the south and west to improve the existing University Center Building entries.

The Expanded Plan option areas and percentage of area for each program component are:

Bicycle Storage Area	1770 SF (42%)
Retail / Service Area	2440 SF (58%)
Overall Total Area	4210 SF



Expanded Plan Section



Expanded Floor Plan

Design Concepts (cont.)

The section diagram included with the expanded design concept shows the integration of the new system with the existing structure of the University Center Building. Extending to the corner increases the opportunity for visual connection to the facility from 5th Avenue and Harrison Street. Canopies extend beyond the new storefront for increased pedestrian cover and greater opportunities for signage.



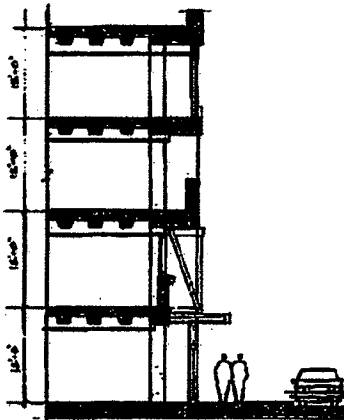
Expanded Plan Perspective

Yost Grube Hall Architecture

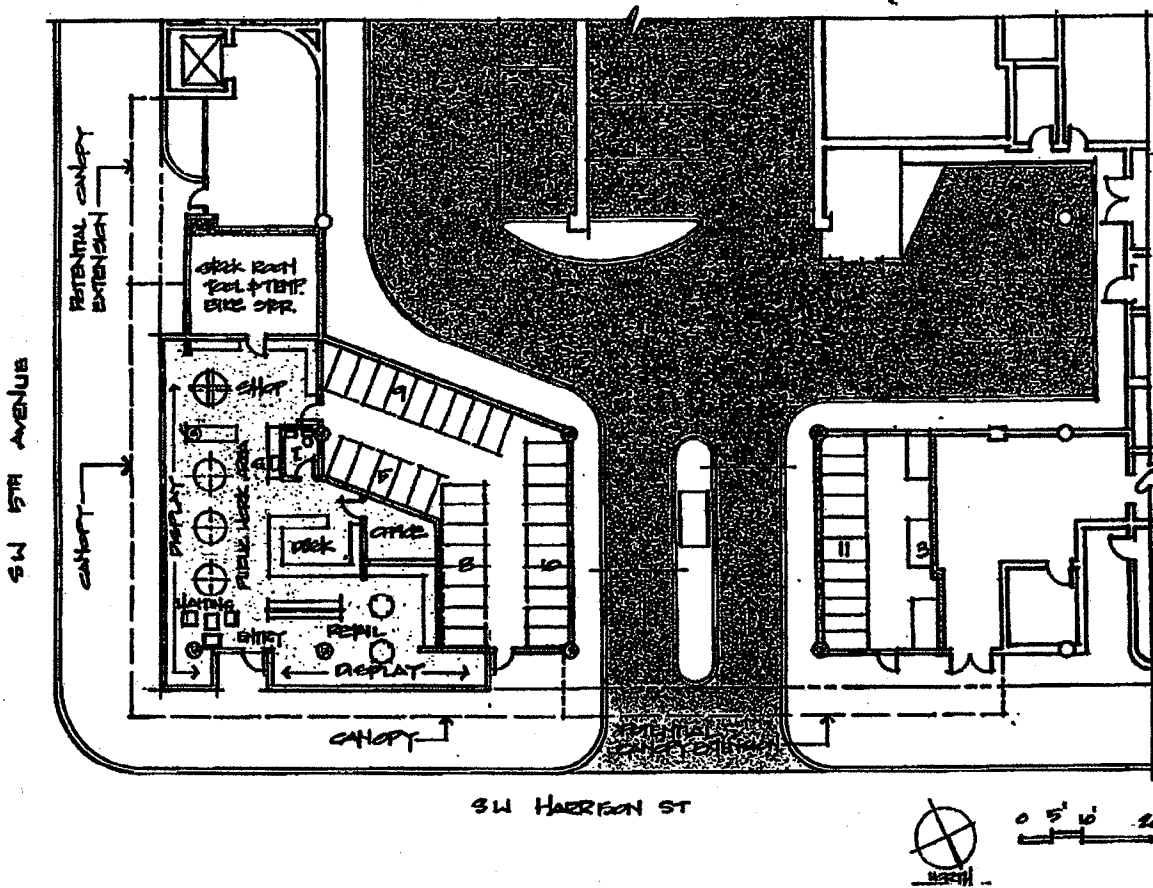
Portland State University Bike Hub
Feasibility Study September 5, 2006

Design Concepts (cont.)

The third plan option included with the study adds the satellite space area west of the vehicle entry on Harrison Street. This satellite space creates the opportunity for additional storage and either long term bicycle storage or end of trip 24 hour/7 day access. The perspective view shows the potential to create a highly visible active corner for the PSU Bike Hub with "super graphic" images on a canopy screen. As shown with the previous options this scheme affords the opportunity to consider improvements to UCB entries with the extension of the façade and canopy to the west and south.

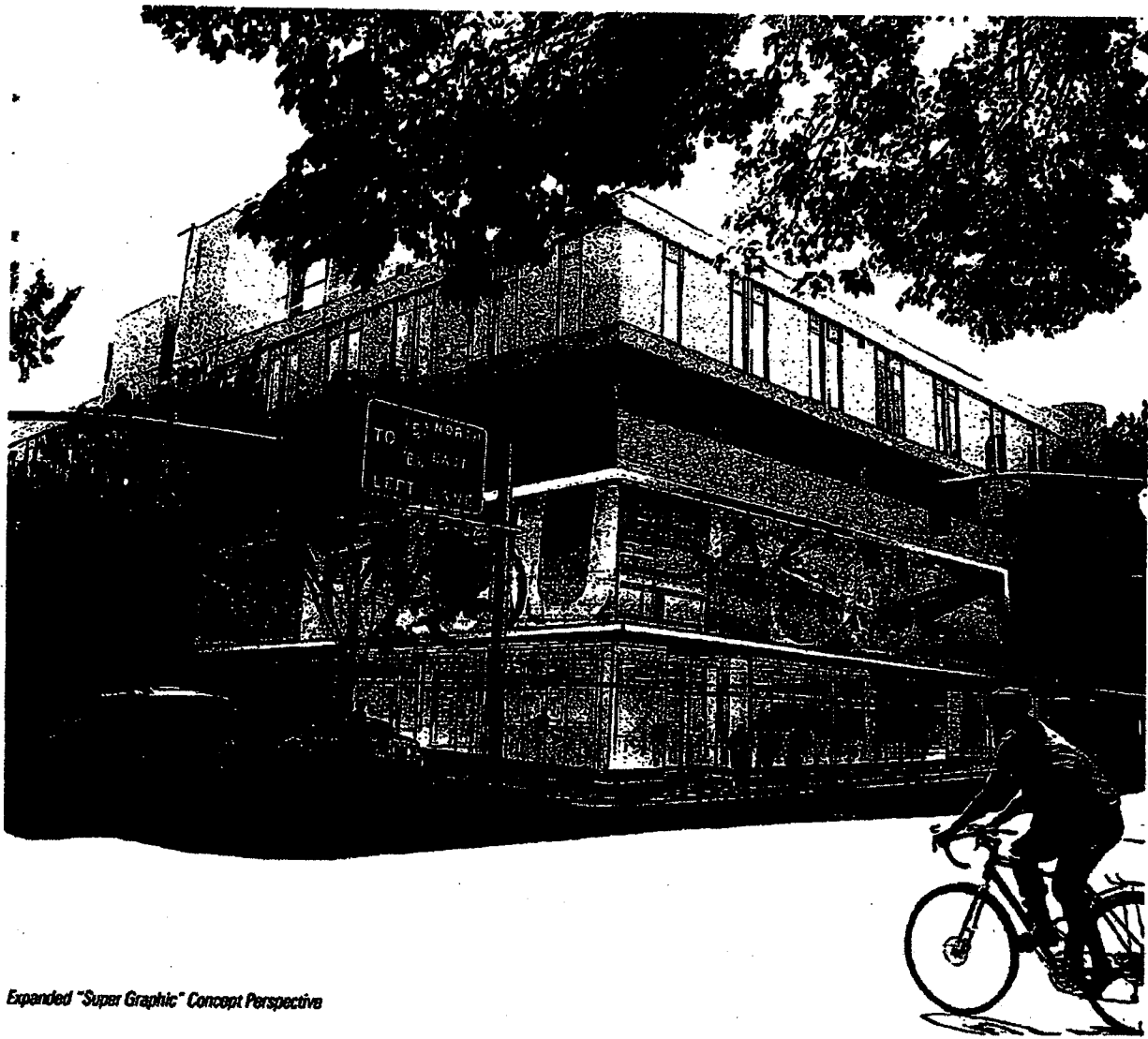


Expanded "Super Graphic" Concept Section



Expanded "Super Graphic" Concept Floor Plan

Design Concepts (cont.)



Expanded "Super Graphic" Concept Perspective

Yost Grube Hall Architecture

Portland State University Bike Hub
Feasibility Study September 5, 2006

Project Cost & Feasibility

A detailed cost estimate is included in the appendix showing an estimated direct construction cost of \$314,499 for the basic plan, \$475,610 for the expanded plan, and \$509,809 for the expanded plan with satellite space. The estimate includes a 15% estimating contingency and 10% construction contingency which are industry standard for a concept design estimate. All costs are in 2006 dollars and would need to include escalation to the final bid and construction date.

Feasibility of the project is dependent on available financial resources. Total project costs should include an allocation for "soft costs" for existing site conditions survey, project architect and engineer design costs, city review and permit costs, PSU project management costs, and any legal or finance costs. Typical "soft costs" for institutions like PSU would add 20% to the direct construction cost equating to \$62,900 and approximately \$377,399 excluding fixtures, furnishings, and equipment.

The concept design shows that the project is functionally feasible and can meet the defined program requirements for the Bike Hub. The design also shows that the project can improve the appearance of the existing PSU University Center Building and improve parking access in a manner which anticipates future light rail. For these reasons, the project should receive favorable design and planning review from the City of Portland.

Finally, in real estate economic analysis terms, the project costs of approximately \$100/sf compare favorable to new retail space development costs of over \$150/sf in downtown Portland for similar flexible streetfront retail space.

In addition to the detailed estimate, the following Appendix includes background information on the initial PSU design concepts, existing building information, exemplary facility examples, and project meeting notes.

Appendix

Detailed Cost Estimate

Initial Design Concepts

Facility and Equipment Examples

Existing Facility Photographs

Meeting Notes

Cost Estimate

PSU Bike Hub - Basic Plan

Portland State University
Portland Orgeon

BUDGET	TOTAL AREA	UNIT	
BASIC PLAN	3135	SF	
DIRECT CONSTRUCTION COSTS			
DESCRIPTION	SUBTOTAL	TOTAL	% OF TOTAL
A SUBSTRUCTURE & SITEWORK INCLUDING DEMOLITION & GARAGE REALIGNMENT		\$ 9,242	4.6%
B SHELL			
1 SUPERSTRUCTURE	0		
2 EXTERIOR ENCLOSURE	43,366		
3 ROOFING	640		
4 INTERIORS	2,167		
5 SPECIALTIES	1,207		
6 EQUIPMENT	0		
7 FURNISHINGS	640		
8 SPECIAL CONSTRUCTION	23,120		
		\$ 71,140	35.8%
C SERVICES			
1 CONVEYING	0		
2 MECHANICAL	47,025		
3 FIRE PROTECTION	9,405		
4 ELEC., TELECOMM, FIRE ALARM	42,323		
		\$ 98,753	49.7%
D TENANT IMPROVEMENTS			
		\$ 19,759	9.9%
	SUBTOTAL \$	198,893	100.0%
1 GENERAL REQUIREMENTS	10%	19,889	
2 OVERHEAD AND PROFIT	15%	29,834	
		SUBTOTAL \$	248,616
3 ESTIMATING CONTINGENCY	15%	37,292	
4 CONSTRUCTION CONTINGENCY	10%	28,591	
	TOTAL DIRECT CONSTRUCTION COST \$	314,499	
			\$100 COST per SF

PSU Bike Hub - Expanded Plan

Portland State University
Portland Oregon

BUDGET	TOTAL AREA	UNIT
BASIC PLAN	3135	SF
EXPANDED PLAN	3555	SF

DIRECT CONSTRUCTION COSTS

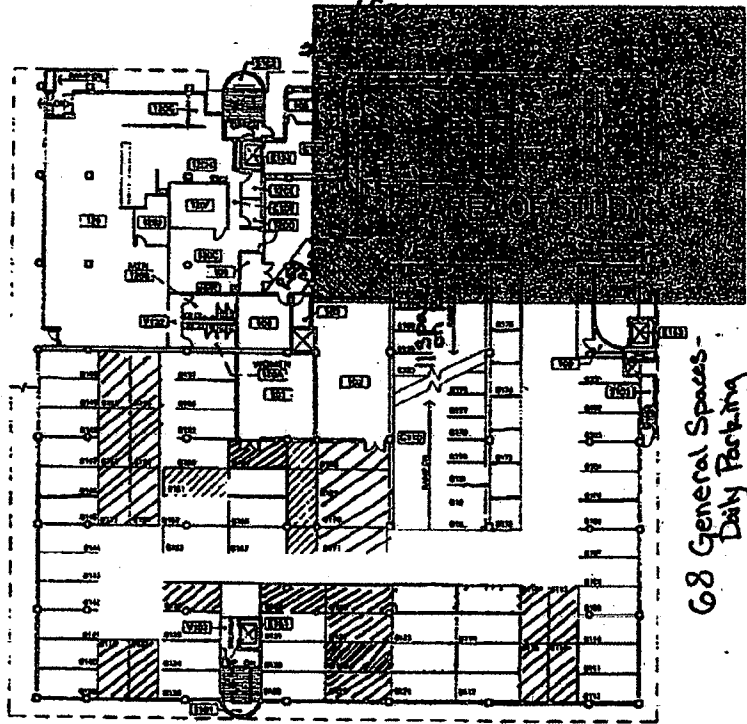
DESCRIPTION	SUBTOTAL	TOTAL	% OF TOTAL
A SUBSTRUCTURE & SITEWORK INCLUDING DEMOLITION & GARAGE REALIGNMENT	\$	9,242	3.1%
B SHELL			
1 SUPERSTRUCTURE	0		
2 EXTERIOR ENCLOSURE	43,366		
ADD'L FOR EXPANDED PLAN	3,200		
3 ROOFING	640		
ADD'L FOR EXPANDED PLAN	84,868		
4 INTERIORS	2,167		
ADD'L FOR EXPANDED PLAN	260		
5 SPECIALTIES	1,207		
6 EQUIPMENT	0		
7 FURNISHINGS	640		
8 SPECIAL CONSTRUCTION	21,140		
ADD'L FOR EXPANDED PLAN	2940		
	\$	160,428	53.3%
C SERVICES			
1 CONVEYING	0		
2 MECHANICAL	47,025		
ADD'L FOR EXPANDED PLAN	6300		
3 FIRE PROTECTION	9,405		
ADD'L FOR EXPANDED PLAN	1260		
4 ELEC., TELECOMM, FIRE ALARM	42,323		
ADD'L FOR EXPANDED PLAN	5040		
	\$	111,353	37.0%
D TENANT IMPROVEMENTS			
	\$	19,759	6.6%
	SUBTOTAL \$	300,781	100.0%
1 GENERAL REQUIREMENTS	10%	30,078	
2 OVERHEAD AND PROFIT	15%	45,117	
	SUBTOTAL \$	375,976	
3 ESTIMATING CONTINGENCY	15%	56,396	
4 CONSTRUCTION CONTINGENCY	10%	43,237	
	TOTAL DIRECT CONSTRUCTION COST \$	475,610	

\$134 COST per SF

PSU Bike Hub - Expanded Plan with Satellite Space

**Portland State University
Portland Oregon**

BUDGET	TOTAL AREA	UNIT		
BASIC PLAN	3135	SF		
EXPANDED PLAN	3555	SF		
EXPANDED PLAN WITH SATELLITE SPACE	4205	SF		
DIRECT CONSTRUCTION COSTS				
DESCRIPTION	SUBTOTAL	TOTAL	% OF TOTAL	
A SUBSTRUCTURE & SITEWORK INCLUDING DEMOLITION & GARAGE REALIGNMENT		\$ 9,241	2.9%	
B SHELL				
1 SUPERSTRUCTURE	0			
2 EXTERIOR ENCLOSURE	43,366			
ADD'L FOR EXPANDED PLAN	3,200			
3 ROOFING	640			
ADD'L FOR EXPANDED PLAN	84,868			
4 INTERIORS	2,167			
ADD'L FOR EXPANDED PLAN	168			
ADD'L FOR EXP'D PLAN W/ SATELLITE SPACE	260			
5 SPECIALTIES	1,207			
6 EQUIPMENT	0			
7 FURNISHINGS	640			
8 SPECIAL CONSTRUCTION	18,200			
ADD'L FOR EXPANDED PLAN	2940			
ADD'L FOR EXP'D PLAN W/ SATELLITE SPACE	4900			
		\$ 162,556	50.4%	
C SERVICES				
1 CONVEYING	0			
2 MECHANICAL	47,025			
ADD'L FOR EXPANDED PLAN	6300			
ADD'L FOR EXP'D PLAN W/ SATELLITE SPACE	9750			
3 FIRE PROTECTION	9,405			
ADD'L FOR EXPANDED PLAN	1260			
ADD'L FOR EXP'D PLAN W/ SATELLITE SPACE	1950			
4 BLEC., TELECOMM, FIRE ALARM	42,323			
ADD'L FOR EXPANDED PLAN	5040			
ADD'L FOR EXP'D PLAN W/ SATELLITE SPACE	7800			
		\$ 130,853	40.6%	
D TENANT IMPROVEMENTS				
		\$ 19,759	6.1%	
		SUBTOTAL \$ 322,409	100.0%	
1 GENERAL REQUIREMENTS	10%	32,241		
2 OVERHEAD AND PROFIT	15%	48,361		
		SUBTOTAL \$ 403,011		
3 ESTIMATING CONTINGENCY	15%	60,452		
4 CONSTRUCTION CONTINGENCY	10%	46,346		
		TOTAL DIRECT CONSTRUCTION COST \$ 509,809		
			\$121 COST per SF	



FIRST FLOOR PLAN



160 - A2

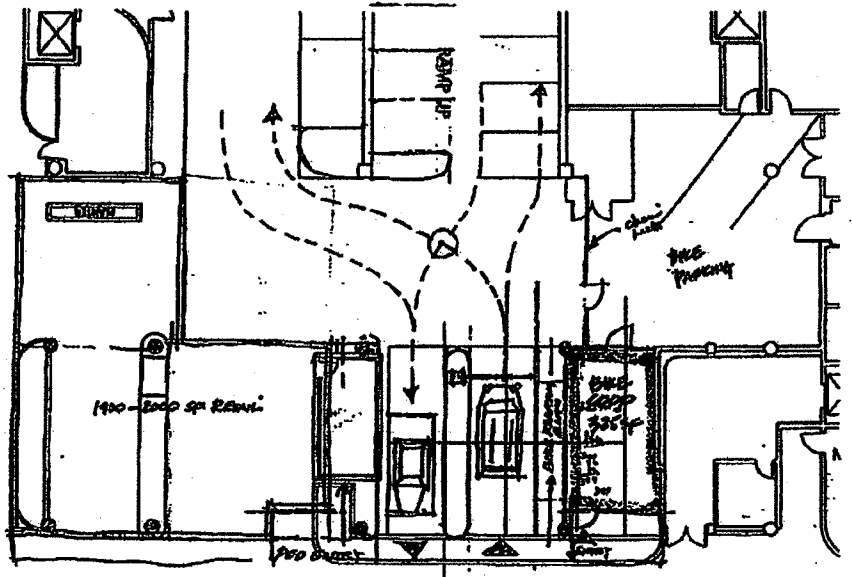
SCALE:
1/8" = 1'-0"

FIRST FLOOR PLAN
160, UNIVERSITY CENTER BUILDING
527 S.W. HALL

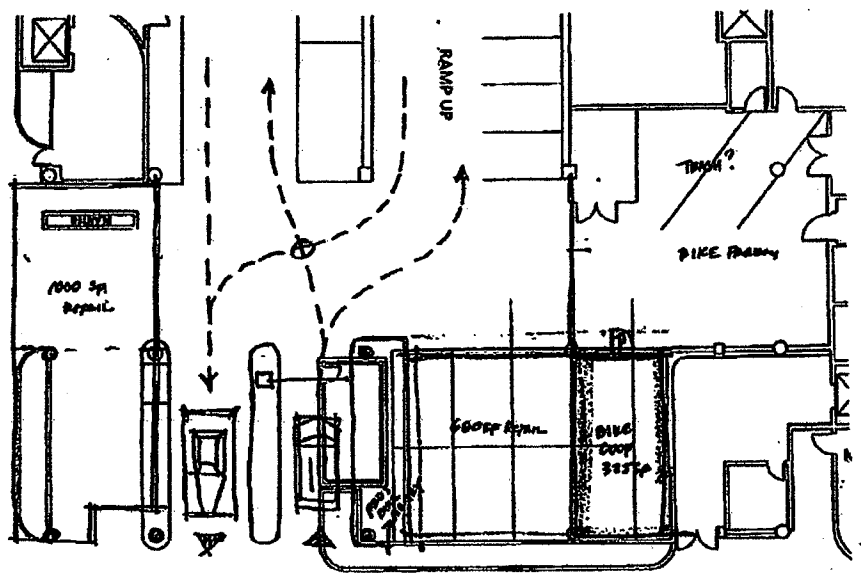
FACILITIES
617 SOUTHVIEW
NORTH-HEAVY TRAIL
PORTLAND, OR 97201
www.psu.edu
TEL: 503-754-3729
FAX: 503-754-3728

PORTLAND
STATE
UNIVERSITY

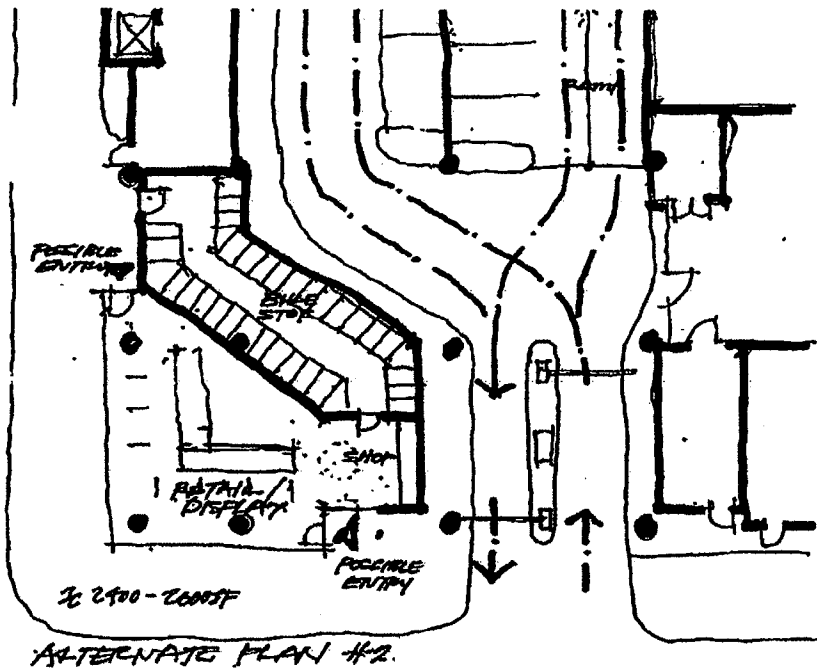
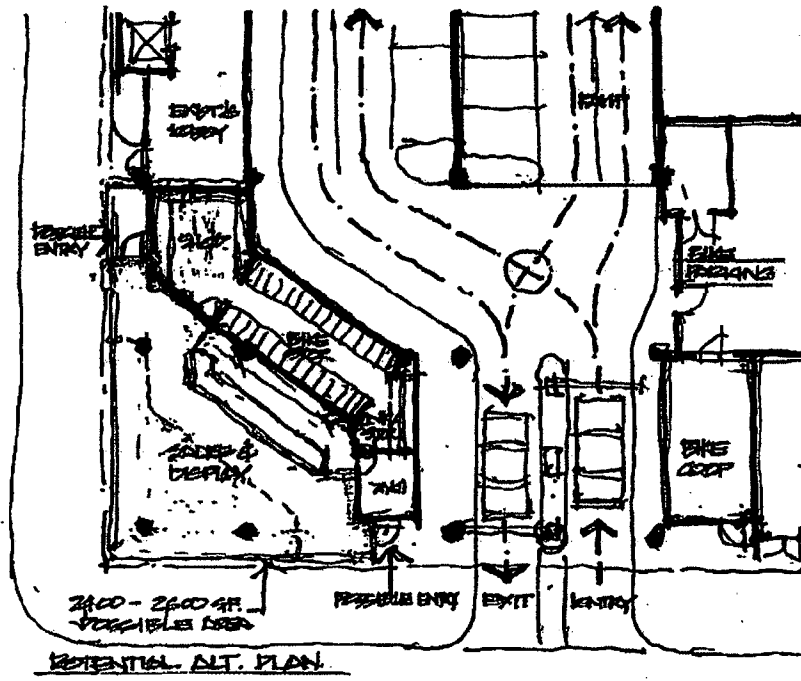
University Center Building Existing Plan - Harrison Street Level



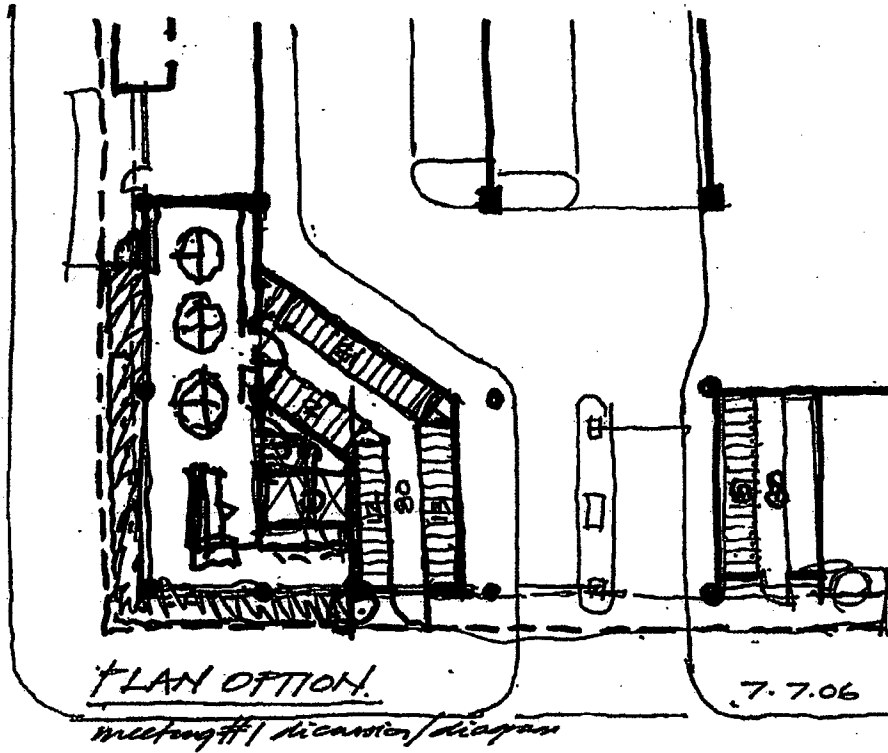
PSU Initial Design Concept - Single Lease Space



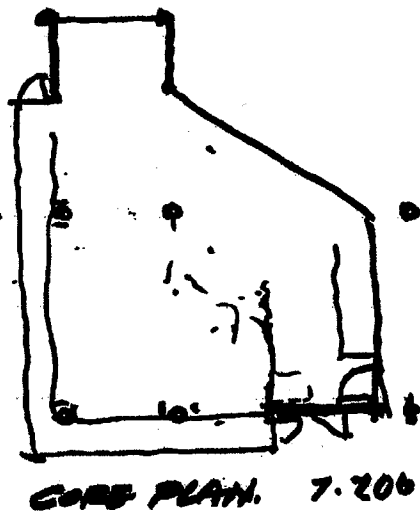
PSU Initial Design Concept - Single Lease Space



Design Concepts generated for July 7, 2006 work session

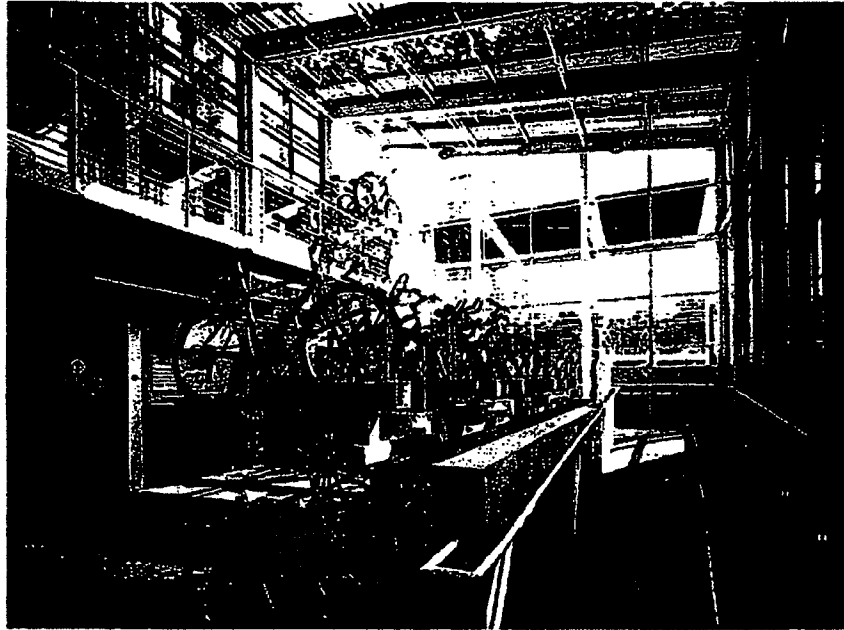


Work Session Diagram

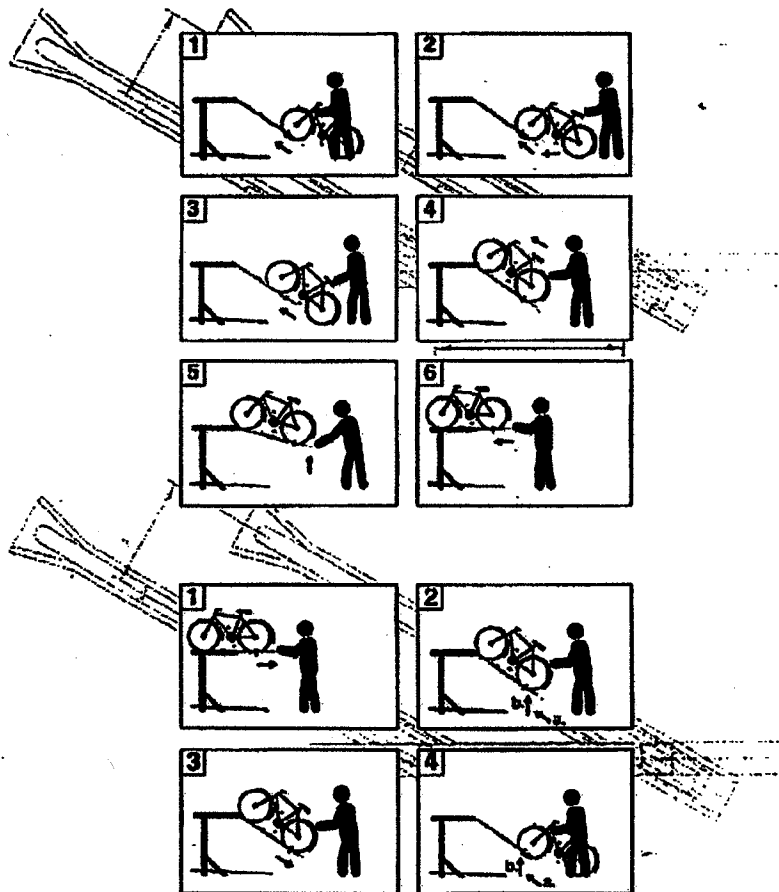
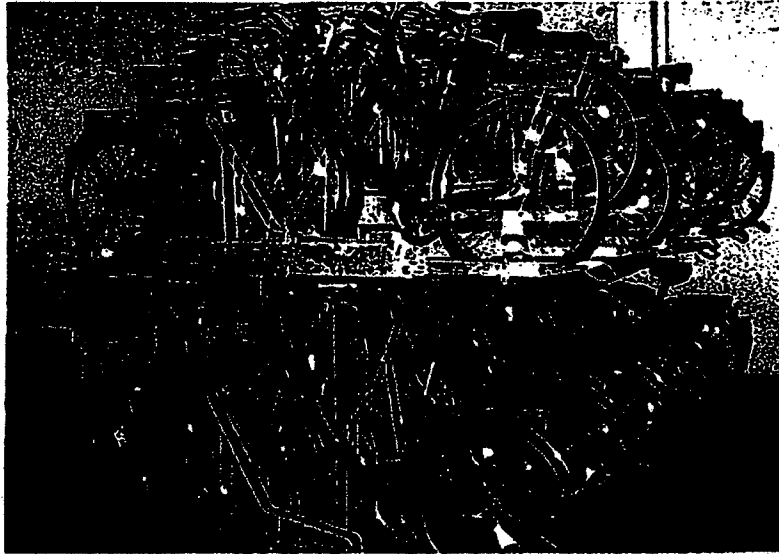


Work Session Core and Shell Diagram

Facility & Equipment Examples

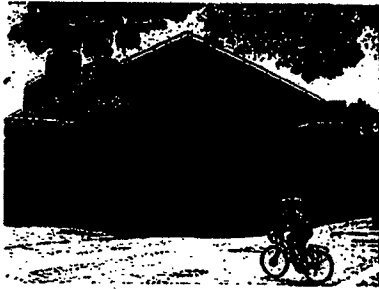


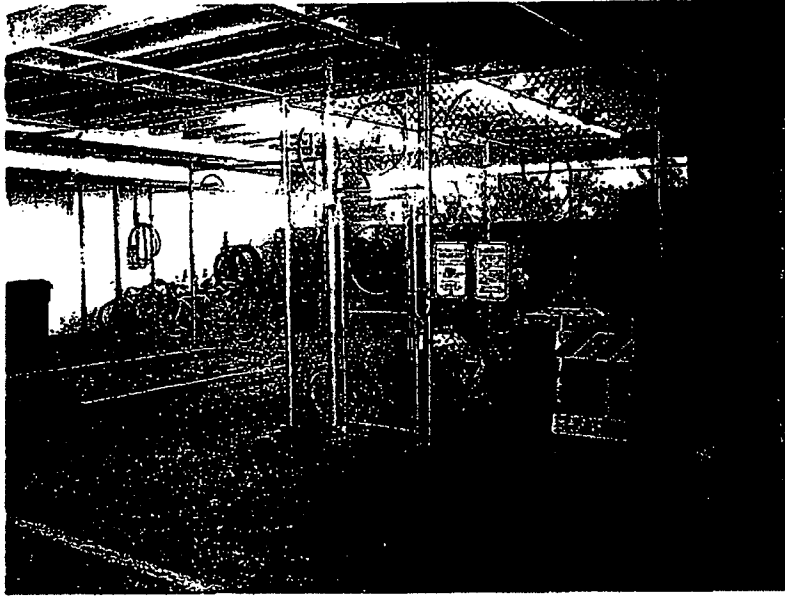
Chicago Bike Station



Josta Doppelparker

Existing Facility Photographs





Yost Grube Hall
 Architecture

1211 SW 5th Ave.
 Suite 2700
 Portland, Oregon
 97204-3782 USA
 Tel 503.221.0150
 Fax 503.295.0840
 Email info@ygh.com

Meeting Minutes

**PSU Bike Hub
 Initial Meeting
 Friday, May 26, 2006**

*Attendees
 (present in bold)*

Dan Zalkow, PSU (DZ)
Eben Saling, PSU (ES)
Michael Dennis, YGH (MW)
Miles Woofter, YGH (MW)

Prepared by Miles Woofter

Issue Date June 12, 2006 Revised June 22, 2006

The following represents the Architect's understanding of discussions held and decisions reached in the meeting. The minutes are organized in subject order and do not necessarily follow the chronological order of the meeting. Revisions should be communicated to YGH within one week.

ITEM#	ISSUE DESCRIPTION	ACTION
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1.0 History of Biked Hub/PCAT:

1.01	PCAT location – high volume location – great spot for bike parking and storage and bike shop. Parking/Bike Coop was concerned about the cost of this retail area given the performa at \$25-30.	
1.02	Approximate area allocation was split fairly equally between retail/service and parking. The total approximate area at PCAT was 2700sf	
1.03	Intent is to maximize bike parking and storage area with efficient rack system that allows stacking. Product example is Josta Racks manufactured in Germany.	

2.0 Current Bike Hub/Loop at 5th & Harrison Future Goals

2.01	Focus of Bike Hub and coop has been Service/Parking and storage in a very small space approximately 8x20=160sf for service and 720sf of parking and storage	
2.02	Ideally in the long term the goals for the Bike Hub and coop are: -dedicated retail area -3 to 4 adequately sized work stand locations. 1 for staff maintenance, 3 for member use. Service area should include sink. -Office area separate from service for single occupancy. -Parking and storage area for equipment, tools, and retail stock -Bathroom	
2.03	In terms of access and visibility the bike shop needs to be more open and friendly in order to attract riders and encourage students to commute by bike	

ITEM #	ISSUE DESCRIPTION	ACTION
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3.0 UCB (University Campus Building) Bike Hub options:

3.01	Review the existing area used by the Bike Hub for Maintenance and Parking and storage. The primary issues are limited service/maintenance area, and limited area for walk in service. No retail, poor access and limited visibility form Harrison and 5 th .	
3.02	Two options to enlarge the area at this location as created by PSU were reviewed. Both options include expansion to the east to occupy the corner of 5 th and Harrison. Option 1 shifts the parking entry west to create a larger corner retail area. Option 2 also shifts the parking entry west but not as far creating to spaces on either side of the access one designated for retail the other for parking and storage	
3.03	Goal is to meet demand for retail and service and use the remaining space for parking and storage for up to 100 spaces. The large space for parking and storage should be well lit. The parking spaces are intended to provide end of-trip bike parking.	
3.04	PSU will likely distribute bike parking around campus.	
3.05	Another space consideration is to include vending machine(s) that vend bike tubs and food. The drop in service area should include a small work bench area with bike stand and pump and basic tools	

4.0

4.01	PSU would like to evaluate/refine the following related to the proposed work at the UCB Bike Hub <ol style="list-style-type: none"> 1. General program and space requirements 2. Strength and weaknesses of each proposed option 3. Cost estimation 4. Construction time line 5. Real estate / Tenant options compatibility of use with tenant needs 	
4.02	YGH will provide a scope of services letter for the discussed design work	MW

END OF MEETING MINUTES

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Yost Grube Hall Architecture

Yost Grube Hall Architecture
 Appendix

Portland State University Bike Hub
 Feasibility Study September 5, 2006

Yost Grube Hall
 Architecture

1211 SW 5th Ave.
 Suite 2700
 Portland, Oregon
 97204-3782 USA
 Tel 503.221.0150
 Fax 503.295.0840
 Email info@ygh.com

Meeting Minutes

PSU Bike Hub
YGH Project No. 78903
Meeting Number 1: Owner Work Session

Meeting Date Friday July 7, 2006
Time 2:00pm-3:00pm
Location PSU - University Services Building

Attendees

Dan Zalkow, PSU (DZ)	Eben Saling, PSU (ES)
Francis X. McBride (FM)	Nels Hall, YGH Architecture (NH)
Ian Stude (IS)	Miles Woofter, YGH Architecture (MW)

Prepared by Miles Woofter

Issue Date July 18, 2006

The following represents the Architect's understanding of discussions held and decisions reached in the meeting. The minutes are organized in subject order and do not necessarily follow the chronological order of the meeting. Revisions should be communicated to YGH within one week.

MTG # / SEC # / ITEM #	ISSUE DESCRIPTION	ACTION
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1.1.0 Purpose of meeting

1.1.1	Review of proposed Bike Hub feasibility study , project goals and schedule	
1.1.2	6/26/06 Meeting Note Revisions Accepted	

1.2.0 Bike Shop Design Issues & Goals

1.2.1	Design options are based on approximately 2700 s.f. as diagrammed for space in studies for proposed PSU Recreation Facility and initial sketches for potential renovations to existing bike hub space at the University Campus Building by PSU.	
1.2.2	Based on YGH sketch approximately 2400-2600 s.f. if capturing angled area created by drive aisle. This creates an odd shape area but allows the program to be accommodated in one space and creates a useable flexible space for future re-use	MW 7.28.06
1.2.3	Service/Retail/Parking: potential for bike shop to move; design needs to be flexible retail.	
1.2.4	Enhancement of the corner, street level entries to the buildings upper levels and entry to parking; Cost could be an issue if the proposed work extends south and west of the corner to capture entry lobbies. PSU likes the idea and is interested in further development.	

ITEM #	ISSUE DESCRIPTION	ACTION
1.2.5	Goal of hub is to increase retail but also have primary focus on service; Having service area open to retail area is important; visual connection to service is desired.	
1.2.6	Intent is to have three (3) racks available for users/commuters and one (1) double headed for staff maintenance. Noted that a double head service stand will require clearance of 7'-0"	
1.2.7	Cooperative service destination with storage and retail needs to be apparent from street. Intent is to draw people into the shop with a visual connection to service and potential bike storage.	
1.2.8	Retail will likely include the following: racks, tires, rain gear, bags, helmets, gloves etc.	
1.2.9	Reviewed concept of capturing extra square footage by extending to ward the street underneath the third level cantilever above. PSU likes idea and request that YGH proceed with design intent and provide cost estimate for added square footage and extended store front coverage.	MW 7.28.06
1.2.10	24/7 access to bike parking; unique aspect is bike storage – will bring attention to location and PSU and Portland.	
1.2.11	Seattle Bike Station precedent– shot gun with storefront on each side – visible connection to bike storage	
1.2.12	Discussed using the space to the west defined by initial drawing as "Bike Coop" as 24/7 storage. Creating a storage area for building use is really not an option. Access issues to dumpsters and generators will need to be carefully considered and maintained. With reconfiguration of entry will not be an option for parking. Storage use for bike retail is not ideal due to separate space. Can consider space to accommodate potential user demand shift from end of trip bike storage to longer term storage.	
1.2.13	YGH to consider design review process with City of Portland and meeting with City planner.	MW 7.22.06
1.2.14	Space will require bathroom as well as work wash station/sink adjacent to shop/service area.	
1.2.15	Parking exit only; 5 th avenue issue related to transit. PSU will not be required by City of Portland to eliminate the exit but all will see benefits of eliminating this point of exit on to 5 th avenue.	
1.2.16	YGH to provide core & shell plan as well as tenant improvement options.	MW 7.28.06

Yost Grube Hall Architecture

Yost Grube Hall Architecture
Appendix

Portland State University Bike Hub
Feasibility Study September 5, 2006

PSU Bike Hub
Meeting # 1
Page 3

ITEM #	ISSUE DESCRIPTION	ACTION
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1.3.0 Feasibility Study and Schedule

1.3.1	<p>Focus of feasibility study for presentation to PSU VP's should be:</p> <ol style="list-style-type: none"> 1. Program clarification and verification. 2. Extent of work and area. 3. Cost variables associated with work. <p>Purpose is to review Study with Lindsay Desrochers specifically regarding:</p> <ol style="list-style-type: none"> 1. Where is bike shop – location. 2. If Hub relocates to PCAT Rec. Center, will proposed area at UCB be flexible retail space? 		
1.3.2	PSU would like study completed by September 1, 2006; YGH will provide rough draft for review by 7.28.06.		
1.3.3	YGH is to proceed with work under current OUS contract.		

END OF MEETING MINUTES

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Yost Grube Hall Architecture

Yost Grube Hall Architecture
Appendix

Portland State University Bike Hub
Feasibility Study September 5, 2006

Yost Grube Hall

Architecture

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Meeting Minutes

PSU Bike Hub
YGH Project No. 78903
Meeting Number 2: Owner Work Session

Meeting Date Friday August 16, 2006
Time 2:00pm-3:00pm
Location PSU - University Services Building

Attendees Attendees listed in bold text

Dan Zalkow, PSU (DZ)	Eben Saling, PSU (ES)
Francis X. McBride, PSU (FM)	Nels Hall, YGH (NH)
Ian Stude, PSU (IS)	Edward Running, YGH (ER)
Mitch Pryor, PSU (MP)	Miles Woofter, YGH (MW)

Prepared by Miles Woofter

Issue Date August 22, 2006

The following represents the Architect's understanding of discussions held, required action items and decisions reached during the meeting. The minutes are organized by subject and ordered sequentially by meeting number/section number/item number. Action items from previous meeting are included for review. Revisions should be communicated to YGH within one week.

MTG # / SEC # / ITEM #	ISSUE DESCRIPTION	ACTION
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2.1.0 Purpose of meeting

2.1.1	Review of proposed Bike Hub Draft feasibility study date August 10, 2006	
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2.2.0 Bike Hub Design Concept Review

2.2.1	Reviewed basic plan and expanded plan option. YGH to clarify area of adjacent "satellite area" and include in all diagrams. PSU requests that three plan options be included with study. 1. Basic plan showing only NE corner 2. Extended plan showing additional square footage to corner 3. Extended plan with additional area of satellite space YGH will include a matrix summarizing area and cost for each option.	
2.2.2	Josta racks as shown provide storage for 104 bicycles in 52 racks with the potential for 28 additional in the satellite area.	
2.2.3	Minimum clear area around service stands is 4'-0". Typical bicycle is diagrammed at 6'-0".	
2.2.4	YGH to reconfigure vehicle entry to accommodate parking attendant. Current plan shows 12' drive aisle. Parking attendant building at 5'-0" with 6'-0" island and 10'-6" drive aisle.	ER 8.24.06
2.2.5	Flexibility is a critical component for the Bike Hub. Service and or bicycle parking facilities may need to expand or contract depending on demand. YGH to review.	ER 8.24.06

PSU Bike Hub
Meeting # 2
Page 2

ITEM #	ISSUE DESCRIPTION	ACTION
2.2.6	Core area diagrammed centrally for the study is appropriate. PSU provided plan diagrams of the existing building levels for YGH to verify if venting for new plumbing is possible. YGH to review core location and associated systems.	MW 8.24.06
2.2.7	PSU will review 8.10.06 Draft and respond with comments as soon as possible.	
1.2.2	Based on YGH sketch approximately 2400-2600 s.f. if capturing angled area created by drive aisle. This creates an odd shape area but allows the program to be accommodated in one space and creates a useable flexible space for future re-use.	Closed. Refer to Draft
1.2.9	Reviewed concept of capturing extra square footage by extending toward the street underneath the third level cantilever above. PSU likes idea and request that YGH proceed with design intent and provide cost estimate for added square footage and extended store front coverage.	Closed. Refer to Draft
1.2.13	YGH to consider design review process with City of Portland and meeting with City planner.	Closed. Refer to Draft
1.2.16	YGH to provide core & shell plan as well as tenant improvement options.	Closed. Refer to Draft

2.3.0 Feasibility Study and Schedule

2.3.1	PSU requests cost for basic façade or storefront with out super graphics. Base design should be that required to meet code. Extension of the façade to 5 th Avenue and Harrison Street entries should be included.	
2.3.2	YGH will complete the study within 4 working days of receiving PSU review comments. Goal is to complete by beginning of September.	MW 9.1.06
1.3.2	PSU would like study completed by September 1, 2006; YGH will provide rough draft for review by 7.28.06.	Closed Refer to Draft

END OF MEETING MINUTES

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Yost Grube Hall Architecture

Yost Grube Hall Architecture
Appendix

Portland State University Bike Hub
Feasibility Study September 5, 2006

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 Architecture

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Meeting Minutes

PSU Bike Hub
Project No. 78903
Meeting Date: Friday, August 18, 2006
Meeting Time: 11:30am
Meeting Location: YGH Offices

Attendees

Nels Hall, YGH
Miles Woofter, YGH (Part-Time)
Ramona Harrington, Oregon Commercial Properties President

Prepared by Nels Hall

Issue Date August 21, 2006

The following represents the Architect's understanding of discussions held and decisions reached in the meeting. Revisions should be communicated to YGH. Italicized text indicates revisions.

ITEM #	ISSUE DESCRIPTION	ACTION
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1.1.0 Purpose of Meeting

1.2.0	The meeting was held to review the bike hub plan for flexible retail use potential. Ramona Harrington, as a real estate agent with extensive retail and PSU district experience, was invited to review the plans at YGH request to recommend any design revisions which may be necessary to maximize long-term retail lease value to the proposed facility. The meeting was arranged as part of the overall bike hub feasibility study with approval of PSU.	
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2.1.0 Bike Shop Design Review Comments

2.2.0	Ramona reviewed the proposed core and shell plan for the facility, as well as the proposed tenant fit-out plans to accommodate the bike hub program for storage, shop and retail space. She noted the following points:	
	2.2.1 The retail corner is an excellent, highly visible retail location. Current high transit use, as well as future light rail development, will increase the retail value of the space.	

ITEM # ISSUE DESCRIPTION ACTION

	2.2.2 The proposed infill of the corner with an active pedestrian oriented use is a major improvement to the current multi-lane entries from both Harrison and Fifth Avenue to the parking facility.		
	2.2.3 The potential long-term use of the space could include multiple tenants in the single space. Ramona noted that the tendency for service retail functions is to minimize space and that tenant space in the 1,000 to 2,000 square foot size is often the first to be leased. Based on the potential for multiple retail tenant use of the space, Ramona recommended YGH include the potential for two independent mechanical units to be installed in the future to serve two tenants and that the initial construction provide two separate water and sewer connection points at the back wall of the tenant space to accommodate potential multiple tenants.		
	2.2.4 The proposed basic plan cost differential to the expanded cost differential, which was significantly less than the \$70/square foot basic cost, made the additional approximately 400 square feet her recommended approach to the project to maximize valuable square footage for retail use.		
	2.2.5 Ramona noted that the canopies will be required by the City of Portland and that the whole corner is improved by the signage concept, which can increase the PSU District branding potential and contribute to the development of a vibrant university mixed-use/pedestrian/retail environment.		

3.1.0 Next Steps

3.2.0	YGH agreed to provide Ramona with draft meeting minutes for her review and discussed the potential for her to attend a review meeting with the client, Dan Zalkow, and other PSU personnel.		

END OF MEETING MINUTES

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Yost Grube Hall Architecture

Yost Grube Hall Architecture
Appendix

Portland State University Bike Hub
Feasibility Study September 5, 2008

PORTLAND MALL REVITALIZATION PROJECT

EXHIBIT I

PDOT-Funded Bike Oasis

EXHIBIT I

Portland Mall Revitalization Project

PDOT-funded short term bicycle parking elements

6/6/2008

Description	Quantity	Unit Price	Amount
Portland Mall "value Version" Shelter	1	\$40,000	\$40,000
Installation of Foundation, Complete	1	\$5,000	\$5,000
Portland Mall Stainless Steel Bike Racks	6	\$415	\$2,490
Installation of Bike Racks	6	\$165	\$990
Total			\$48,480.00

PORTLAND MALL REVITALIZATION PROJECT

EXHIBIT J

Bus Relocation Services

Stop Location	Description	Sidewalk Items						Total Sidewalk Costs
		Install Bus Stop Pole Sleeve (\$500/ea)		Construct Curb Extension		Construct Carriage Walk	Total Sidewalk Costs	
		Quantity	Cost	Quantity	Cost			
SW 3rd/Jefferson, FS	Half Street Bus Zone Stop with Shelter	1	\$ 500	0	\$ -	\$ -	\$ 500	
SW 3rd/ Madison, NS	Half Street Bus Zone Stop with Shelter	1	\$ 500	0	\$ -	\$ -	\$ 500	
SW 3rd/ Salmon, FS	Half Street Bus Zone Stop with Shelter	1	\$ 500	0	\$ -	\$ -	\$ 500	
SW 3rd/ Taylor, FS	Half Street Bus Zone Stop with Shelter	1	\$ 500	0	\$ -	\$ -	\$ 500	
SW 3rd/Yamhill, NS	Extend Curb Extension On-Street Bus Stop	1	\$ 500	0	\$ -	\$ -	\$ 500	
SW 3rd/ Alder, NS	Half Street Bus Zone Stop with Shelter	1	\$ 500	0	\$ -	\$ -	\$ 500	
SW 3rd/ Washington, NS	Extend Curb Extension On-Street Bus Stop	1	\$ 500	0	\$ -	\$ -	\$ 500	
SW 3rd/Oak, FS	Half Street Bus Zone Stop with Shelters	1	\$ 500	0	\$ -	\$ -	\$ 500	
SW 3rd/ Pine, FS	Half Street Bus Zone Stop with Shelter	1	\$ 500	0	\$ -	\$ -	\$ 500	
SW 3rd/ Pine, NS	Half Street Bus Zone Stop with Shelter	1	\$ 500	0	\$ -	\$ -	\$ 500	
SW Burnside/3rd	Bus Only Left Turn Lane & Signal	0	\$ -	0	\$ -	\$ -	\$ -	
NW 3rd/Couch, NS	Half Street Bus Zone Stop with Shelter	1	\$ 500	0	\$ -	\$ -	\$ 500	
NW 3rd/ Clisan, FS	Half Street Bus Zone Stop with Shelter	1	\$ 500	0	\$ -	\$ -	\$ 500	

Total 3RD AVE CHANGES \$ 5,000

SW 4th/ Mill, OP	Half Street Bus Zone with Carriage Walk	1	\$ 500	0	\$ -	\$ -	\$ -	\$ 500
SW 4th/ Clay, NS	Half Street Bus Zone Stop (no shelter)	1	\$ 500	0	\$ -	\$ -	\$ -	\$ 500
SW 4th/ Jefferson, midblock	Half Street Bus Zone Stop with Shelter	1	\$ 500	0	\$ -	\$ -	\$ -	\$ 500
SW 4th/Main, NS	Half Street Bus Zone Stop with Shelter	1	\$ 500	0	\$ -	\$ -	\$ -	\$ 500
SW 4th/Salmon, NS	Extend Curb Extension On-Street Bus Stop	1	\$ 500	0	\$ -	\$ -	\$ -	\$ 500
SW 4th/Taylor, NS	Half Street Bus Zone Stop with Shelter	1	\$ 500	0	\$ -	\$ -	\$ -	\$ 500
SW 4th/Morrison, NS	Extend Curb Extension On-Street Bus Stop	1	\$ 500	0	\$ -	\$ -	\$ -	\$ 500
SW 4th/Alder, FS	Full Street Bus Zone Stop with Shelter	2	\$ 1,000	0	\$ -	\$ -	\$ -	\$ 1,000
SW 4th/Oak, NS	Half Street Bus Zone Stop with Shelter	1	\$ 500	0	\$ -	\$ -	\$ -	\$ 500
SW 4th/Oak, FS	Half Street Bus Zone Stop with Shelter	1	\$ 500	0	\$ -	\$ -	\$ -	\$ 500
SW 4th/Ash, NS	Half Street Bus Zone Stop with Shelter	1	\$ 500	0	\$ -	\$ -	\$ -	\$ 500
NW 4th/Davis, NS	Half Street Bus Zone Stop with Shelter	1	\$ 500	0	\$ -	\$ -	\$ -	\$ 500

Total 4th AVE CHANGES \$ 6,500

Stop Location	Description	Install Bus Stop Pole Sleeve (\$500/ea)		Construct Curb Extension		Construct Carriage Walk	Total Sidewalk Costs
		Quantity	Cost	Quantity	Cost		
SW Columbia/5th, NS	Half Street Bus Zone Stop	1	\$ 500	0	\$ -	\$ -	\$ 500
SW Columbia/6th, NS	Half Street Bus Zone Stop	1	\$ 500	0	\$ -	\$ -	\$ 500
SW Columbia/8th, NS	Half Street Bus Zone Stop	1	\$ 500	0	\$ -	\$ -	\$ 500
SW Columbia/10th, NS	Half Street Bus Zone Stop	1	\$ 500	0	\$ -	\$ -	\$ 500
SW Columbia/12th, NS	Half Street Bus Zone Stop	1	\$ 500	0	\$ -	\$ -	\$ 500
SW Jefferson/5th, NS	Full Street Bus Zone Stop	2	\$ 1,000	0	\$ -	\$ -	\$ 1,000
SW Jefferson/Broadway, NS	Half Street Bus Zone Stop	1	\$ 500	0	\$ -	\$ -	\$ 500
SW Jefferson/10th, NS	Shelter	1	\$ 500	0	\$ -	\$ -	\$ 500
SW Jefferson/13th, NS	Curb Extension, On-street Bus Stop	1	\$ 500	0	\$ -	\$ -	\$ 500

Total Columbia/Jefferson CHANGES \$ 5,000

Total Sidewalk Items (with contin) \$ 20,195

Stop Location	Description	SW 3rd Avenue Parking Items										Total Parking costs
		Install Bus Zone Signage & Tape		Remove/Relocate Pay Station		On-Street Parking Stall Removal		Bike Rack Removal		Truck Loading Zone Relocation		
		Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
SW 3rd/Jefferson, FS	Half Street Bus Zone Stop with Shelter	130 LF	\$ 600	1	\$ 1,000	3	\$ -	0	\$ -	1	\$ -	\$ 1,600
SW 3rd/Madison, NS	Half Street Bus Zone Stop with Shelter	120 LF	\$ 200	0	\$ -	5	\$ -	0	\$ -			\$ 200
SW 3rd/Salmon, FS	Half Street Bus Zone Stop with Shelter	110 LF	\$ 200	0	\$ -	5	\$ -	0	\$ -			\$ 200
SW 3rd/Taylor, FS	Half Street Bus Zone Stop with Shelter	130 LF	\$ 150	1	\$ 1,000	4	\$ -	0	\$ -			\$ 1,150
SW 3rd/Yarnhill, NS	Extend Curb Extension On-Street Bus Stop	120 LF	\$ 600	1	\$ 1,000	6	\$ -	2	\$ 100	1	\$ -	\$ 1,700
SW 3rd/Alder, NS	Half Street Bus Zone Stop with Shelter	100 LF	\$ 200	1	\$ 1,000	5	\$ -	1	\$ 50	1	\$ -	\$ 1,250
SW 3rd/Washington, NS	Extend Curb Extension On-Street Bus Stop	100 LF	\$ 150	0	\$ -	3	\$ -	0	\$ -			\$ 150
SW 3rd/Oak, FS	Half Street Bus Zone Stop with Shelters	120 LF	\$ 200	1	\$ 1,000	6	\$ -	1	\$ 50			\$ 1,250
SW 3rd/Pine, FS	Half Street Bus Zone Stop with Shelter	120 LF	\$ 200	1	\$ 1,000	5	\$ -	0	\$ -			\$ 1,200
SW 3rd/Pine, NS	Half Street Bus Zone Stop with Shelter	110 LF	\$ 150	0	\$ -	4	\$ -	1	\$ 50			\$ 200
SW Burnside/3rd	Bus Only Left Turn Lane & Signal	N/A	\$ 100	0	\$ -	0	\$ -	0	\$ -			\$ 100
NW 3rd/Couch, NS	Half Street Bus Zone Stop with Shelter	120 LF	\$ 600	1	\$ 1,000	5	\$ -	2	\$ 100	1	\$ -	\$ 1,700
NW 3rd/Glisan, FS	Half Street Bus Zone Stop with Shelter	120 LF	\$ 400	1	\$ 1,000	4	\$ -	2	\$ 100			\$ 1,500
SW Salmon/3rd, NS (Ctrans)	Half Street Bus Zone Stop	90 LF	\$ 300	0	\$ -	4	\$ -	0	\$ -			\$ 300

59

\$ 12,500

Stop Location	Description	SW 4th Avenue Parking Items										Total Parking costs
		Install Bus Zone Signage & Tape		Remove/Relocate Pay Station		On-Street Parking Stall Removal		Bike Rack Removal		Loading Zone Relocation		
		Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
SW 4th/Hall	Remove 1 parking space		\$ -	0	\$ -	1	\$ 0	0	\$ -			\$ -
SW 4th/Clay, NS	Half Street Bus Zone Stop (no shelter)	110 LF	\$ 400	0	\$ -	4	\$ -	1	\$ 50			\$ 450
SW 4th/Jefferson, midblock	Half Street Bus Zone Stop with Shelter	100 LF	\$ 300	0	\$ -	0	\$ -	0	\$ -			\$ 300
SW 4th/Main, NS	Half Street Bus Zone Stop with Shelter	110 LF	\$ 300	0	\$ -	5	\$ -	0	\$ -			\$ 300
SW 4th/Salmon, NS	Extend Curb Extension On-Street Bus Stop	100 LF	\$ 300	0	\$ -	4	\$ -	0	\$ -			\$ 300
SW 4th/Taylor, NS	Half Street Bus Zone Stop with Shelter	120 LF	\$ 600	1	\$ 1,000	4	\$ -	2	\$ 100	1	\$ -	\$ 1,700
SW 4th/Morrison, NS	Extend Curb Extension On-Street Bus Stop	100 LF	\$ 600	1	\$ 1,000	6	\$ -	1	\$ 50	1	\$ -	\$ 1,650
SW 4th/Alder, FS	Full Street Bus Zone Stop with Shelter	200 LF	\$ 400	1	\$ 1,000	9	\$ -	2	\$ 100			\$ 1,500
SW 4th/Oak, NS	Half Street Bus Zone Stop with Shelter	130 LF	\$ 600	1	\$ 1,000	6	\$ -	3	\$ 150			\$ 1,750
SW 4th/Oak, FS	Half Street Bus Zone Stop with Shelter	130 LF	\$ 400	1	\$ 1,000	5	\$ -	1	\$ 50			\$ 1,450
SW 4th/Ash, NS	Half Street Bus Zone Stop with Shelter	120 LF	\$ 500	1	\$ 1,000	9	\$ -	1	\$ 50			\$ 1,550
NW 4th/Davis, NS	Half Street Bus Zone Stop with Shelter	120 LF	\$ 400	1	\$ 1,000	5	\$ -	1	\$ 50			\$ 1,450

58

\$ 12,400

Stop Location	Description	Columbia/Jefferson Parking Items										Total Parking costs				
		Install Bus Zone Signage & Tape		Remove/Relocate Pay Station		On-Street Parking Stall Removal		Bike Rack Removal		Loading Zone Relocation						
		Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost					
SW Columbia/5th, NS	Half Street Bus Zone Stop	100 LF	\$ 300	0	\$ -	5	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 300
SW Columbia/6th, NS	Half Street Bus Zone Stop	100 LF	\$ 300	0	\$ -	5	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 300
SW Columbia/10th, NS	Half Street Bus Zone Stop	100 LF	\$ 300	0	\$ -	4	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 300
SW Columbia/12th, NS	Half Street Bus Zone Stop	100 LF	\$ 300	1	\$ 1,000	3	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 1,300
SW Columbia/16th, MB	Curb Extension on-street bus stop Bus Stop @ corner w/ 5 pro-time parking spaces after 9 am	80 LF	\$ 250	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 250
SW Jefferson/1st, NS	Full Street Bus Zone Stop with Shelters	30 LF	\$ 160	1	\$ 1,000	1	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 1,160
SW Jefferson/5th, NS	Half Street Bus Zone Stop	200 LF	\$ 400	1	\$ 1,000	9	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 1,400
SW Jefferson/Broadway, NS	Half Street Bus Zone Stop	100 LF	\$ 300	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 300
SW Jefferson/10th, NS	Half Street Bus Zone Stop	100 LF	\$ 300	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 300
SW Jefferson/13th, NS	Curb Extension on-street bus stop	50 LF	\$ 200	0	\$ -	3	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 200

30

\$ 5,810

Stop Location	Description	Route No. 77 Parking Items										Total Parking costs				
		Install Bus Zone Signage & Tape		Remove/Relocate Pay Station		On-Street Parking Stall Removal		Bike Rack Removal		Loading Zone Relocation						
		Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost					
NW Irving/6th, NS	Shift 2 parking spaces eliminate 1 parking space for bus turns	0	\$ -	2	\$ 2,000	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 2,000
NW Broadway/Glean, FS	Half Street Bus Zone Stop	0	\$ -	0	\$ -	1	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
NW Station Way, Northbound	Half Street Bus Zone Stop	50 LF	\$ 200	0	\$ -	2	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 200
NW Station Way, Southbound	Half Street Bus Zone Stop	75 LF	\$ 250	0	\$ -	3	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 250
NW Northrup/10th, NS	Half Street Bus Zone Stop	120 LF	\$ 300	0	\$ -	4	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 300
NW 9th/Marshall, FS	Half Street Bus Zone Stop	0	\$ -	0	\$ -	1	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
NW Everett/4th, FS	Half Street Bus Zone Stop	50 LF	\$ 200	0	\$ -	2	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 200

13

\$ 2,950

\$ 33,660

Total Parking costs

Notes:
Parking Pay Station Removal/Relocation - \$1000 to remove, \$1000 to reinstall

Location	Description of Work	Traffic Lane Stripping Removal		Traffic Lane Stripping Installation		Traffic Sign Removal		Traffic Sign Installation		Pavement Marking Removal		Pavement Marking Installation		Temp. Traffic Control	Traffic Signal Modifications	Total Traffic Costs
		Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost			
SW 4th & Burnside	Remove right turn lane	300 LF	\$285.00	150 LF	\$4.07	2.00	\$50.00		\$0.00	2.00	\$200.00				\$0.00	\$539.07
SW 3rd & Burnside	Install left turn lane Phase 1 - Bridge constr.		\$0.00		\$0.00				\$0.00					\$2,000.00	\$0.00	\$2,000.00
SW 3rd & Burnside	Install left turn lane Phase 2 - Bridge open	375 LF	\$356.25	445.00	\$96.57			1.00	\$120.00			3.00	\$385.00		\$0.00	\$957.82
SW Columbia Street, 2nd-1st	Remove one travel lane	250 LF	\$90.00	50 LF	\$18.00			1.00	\$60.00						\$0.00	\$188.00
SW 3rd & Jefferson	"except bus" sign for RT turn		\$0.00		\$0.00			3.00	\$244.00						\$0.00	\$244.00
SW 4th & Alder	Change thru RT lanes to RT only		\$0.00	150.00	\$4.07	2.00	\$40.00	2.00	\$160.00	2.00	\$400.00				\$0.00	\$604.07
Burnside & Broadway	Thru RT lane to RT turn only		\$0.00	300.00	\$65.10			2.00	\$160.00			2.00	\$170.00		\$0.00	\$395.10
Burnside & Broadway	Install parking to 4th	700 LF	\$249.38		\$0.00				\$0.00						\$0.00	\$249.38
Jefferson & Nelto	Pedestrian crossing		\$0.00	120.00	\$340.80				\$0.00			**	\$1,230.00		\$1,000.00	\$2,570.80
NW Irving/Broadway to 6th	Shift centerline	180 LF	\$342.00	180 LF	\$241.00	2.00	\$100.00	2.00	\$160.00	4.00	\$400.00					\$1,343.00
NW 9th/ovejoy	Move stop bar											12 LF	\$35.00		\$1,000.00	\$1,035.00
NW Broadway, Irving-Hoyt	Shift striping for bus layover	1420 LF	\$1,830.00	1320 LF	\$1,653.00					2.00	\$200.00					\$3,683.00
Bus Berthing pavement markings at various locations			\$0.00		\$0.00				\$0.00						\$0.00	\$250.00

Total **\$14,039.24**

2006 Cost Increase (10%) \$15,443.16
 CBD Traffic Control (20%) \$18,531.80
 Contingency (20%) \$22,238.16

+ 3rd/Burnside Signal Modifications \$15,000.00

Total Traffic Costs **\$37,238.16**

Total Sidewalk Costs **\$20,200.00**

Total Parking Costs **\$33,660.00**

Temp Traffic control costs include 40 drums @ \$50 each
 ** This cost includes \$1,000 thermo setup cost & minimum paint charge of \$230
 and assumes this work will be done out of season

Total Estimated BOM charges for Bus Move **\$91,098.16**

PORTLAND MALL REVITALIZATION PROJECT

EXHIBIT K

Traffic Signal Controllers – Betterment Analysis

Betterment consists of:

- | | | |
|---|-----------------|-----------------|
| 1. Purchase cost of 61 new 2070 traffic controllers by PDOT (these had been spec'd as 170s) | \$74,490 | |
| 2. Cost of modifying traffic sig controller cabinets to accept 2070 controllers. | \$20,286 | |
| | <u>\$94,776</u> | |
| 3. Project would have purchased 61 new 170 controllers | \$56,400 | |
| | | \$38,376 |

Betterment Total

Reimbursement to PDOT consists of:

- | | |
|--|-----------------|
| 1. Purchase of 61 new 2070 traffic controllers by PDOT that had been spec'd as 2070s | \$74,490 |
|--|-----------------|

Reimbursement Total

note:

PDOT purchased all 132 traffic signal controllers for the project. Half are project expense, since they were spec'd to be 2070s. The other 61 controllers were spec'd to be new 170s and are being upgraded to 2070s. The difference in cost between the 2070s and 170s is the betterment

For purchase information, see attached work order # 013946 Total expense was \$148,980 for 132 controllers



Work Order Hierarchy Cost

Date from 3/1/2008 to 6/30/2008, Include Indirect OH=Y

Work Order #: 0134946 Activity Plan #: 15973212

181954

WO Description: 2070 Controllers for Mall Project - Materials Only

GL Account: 11215973212???????

Parent WO #: 0134946

Labor Cost:		\$0.00
Tool Cost:		\$0.00
Material Cost:	\$148,980.00	
Other Cost:		\$0.00
IJE Cost:		\$0.00
WO Subtotal	\$148,980.00	
Supervision:	0.00%	\$0.00
Total Direct Cost	\$148,980.00	
Indirect Cost:	0.00%	\$0.00
WO Total	\$148,980.00	

Material	Quantity	Cost
	20	\$37,000.00
		(\$22,900.00)
	61	\$28,670.00
		\$22,900.00
	8	\$3,760.00
	2	\$3,700.00
	33	\$61,050.00
	8	\$14,800.00
	132	\$148,980.00
	Total Cost:	\$148,980.00

181954

PORTLAND MALL REVITALIZATION PROJECT

EXHIBIT L

Stormwater Infiltration Strip Services

Transit Mall Light Rail Extension
 Project IGA Staffing Plan vs Current Costs Through 5/14/08 & Projected Life Est.
 BES Project # 8188

BES Employee	Design Phase (IGA)			Current			Construction Phase (IGA)			Current		Employee Totals (IGA)	Current Employee Tot.	Projected Life Est.	% of IGA Spent 5/08	% of IGA Spent Projectd
	Hours	Rate*	Totals	Totals (=Life)	Hours	Rate*	Totals	Totals	Totals	Employee Tot.						
Dave Nunamaker	300	\$50.77	\$15,231.00	\$6,695.41	70	\$50.77	\$3,553.90	\$292.49	\$18,784.90	\$6,987.90	\$8,000.00	37%	43%			
Matt Hickey	200	55.94	11,188.00	2,858.94	200	55.94	11,188.00	0.00	22,376.00	2,858.94	2,858.94	13%	13%			
Matt Pease+	100	55.94	5,594.00	3,276.38	700	55.94	39,158.00	28,568.61	44,752.00	31,844.98	35,000.00	71%	78%			
St. Inspector	50	46.94	2,347.00	578.80	1000	46.94	46,940.00	24,254.36	49,287.00	24,833.16	26,000.00	50%	53%			
Inspector I	100	41.96	4,196.00	289.98	2300	41.96	96,508.00	45,061.34	100,704.00	45,351.32	46,000.00	45%	46%			
Mike Baker+	100	41.75	4,175.00	0.00	300	41.75	12,525.00	7,995.15	16,700.00	7,995.15	8,500.00	48%	51%			
James Allison+	40	44.00	1,760.00	2,084.86	0	0.00	0.00	1,659.42	1,760.00	3,744.28	4,500.00	213%	256%			
Contract/Invoices																
Construction Mgmt.			\$1,000.00	\$0.00			\$20,000.00	\$116,838.00	\$21,000.00	116,838.00	124,000.00	556%	590%			
Vector Control							10,000.00		\$10,000.00	0.00	0.00	0%	0%			
Mat'l Testing Lab ***			0.00				15,000.00	1,383.00	\$15,000.00	1,383.00	1,383.00	9%	9%			
TSR (CCTV)			8,219.00	8,219.00					8,219.00	8,219.00	8,219.00	100%	100%			
BES Revegetation++							85,850.00	148,256.00	85,850.00	148,256.00	148,256.00	173%	173%			
Totals	890		\$63,710.00	\$24,003.38	4570		\$340,722.90	\$374,308.36	\$394,432.90	\$398,311.74	\$412,716.94	101%	104%			
% of IGA Spent				45%				110%								
IGA Total w/o OH			\$394,432.90							\$398,311.74	\$412,716.94	101%	104%			
IGA Total w/ OH **			\$448,307.17							\$424,493.56	\$440,432.86	95%	98%			

+ Current Cost Includes Fill In Staff Other Than Named
 ++ Reflects Revised BES Reveg. Estimate
 * Labor + Benefits + Leave Accrual
 ** BES Federal Indirect Rate for FY 2007 @ 21.18%
 *** Includes Testing and Confined Space Entry (Terry Tice + N. Bruesch)

PORTLAND MALL REVITALIZATION PROJECT

EXHIBIT M

Updated Parks Project Staffing Estimate of 5/29/08

Portland Mall Revitalization Project
 Parks Project Staffing Estimate - updated
 5/29/2008

Service Provider	lump sum	FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 10-11
Horticultural Services			1,000	1,000	1,000	1,000	
ROW Tree Pruning	\$175,000						
Planter Pots (matis and install)	\$72,000						
Forestry		3,500	12,000	10,000	7,500	2,000	2,000
FY Total	\$41,000	\$3,500	\$13,000	\$11,000	\$8,500	\$3,000	\$2,000
Lump Sum total	\$247,000						
Parks Total	\$288,000						