

AMENDMENT NO. 2**INTERGOVERNMENTAL AGREEMENT
BETWEEN TRIMET AND CITY OF PORTLAND
FOR PORTLAND STREETCAR LOOP PROJECT
CONSTRUCTION SUPPORT SERVICES**

TriMet Contract No. GH100484TL

City Contract No. 30001134

THIS AMENDMENT is made and entered into as of the _____ day of _____, 2011, 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 the City of Portland, a municipal corporation of the State of Oregon ("City").

RECITALS

A. Effective January 27, 2010, TriMet and the City entered into TriMet IGA No. GH100484TL (City IGA No. 30001134) (the "Agreement") for the purpose of memorializing the parties' agreements relating to the City desire for TriMet's support and expertise on various matters for the construction of the Portland Streetcar Loop Project ("Project").

B. The parties recognize added needs for TriMet's support and expertise because of expanded FTA involvement and reporting requirements; protracted negotiations to resolve vehicle design, subcontractor and supplier issues; delay in the original vehicle delivery and Project opening dates; special operations accommodations during construction and startup activities such as hiring and training personnel, scheduling and others required for commencement of revenue service that are eligible for funding under the grant from the Federal Transit Administration.

C. The parties desire for all costs relating to TriMet's provision of support services during construction of the Project to be reimbursed by the City, and have revised the scope and the compensation sections of the Agreement accordingly, with the added compensation available from Project Contingency Funds.

AGREEMENT

1. TriMet Services. TriMet services shall be amended as set forth in Second Substitute Exhibit A, attached hereto and incorporated by this reference herein.
2. Compensation. The not-to-exceed Compensation provided for in the Agreement will be increased by \$644,950 to \$1,244,950 in accordance with the Second Substitute Exhibit A to this Amendment.
3. ALL OTHER PROVISIONS OF THE AGREEMENT REMAIN UNCHANGED.

APPROVALS:**City of Portland****Tri-County Metropolitan Transportation
District of Oregon**

By: _____
Sam Adams
Mayor

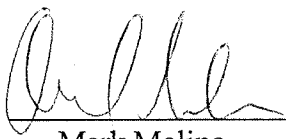
By: _____
Daniel W. Blocher, P.E.
Executive Director, Capital Projects

Dated: _____

Dated: _____

By: _____
LaVonne Griffin-Valade
City Auditor

Approved as to Form:

By:  _____
Mark Moline
Sr. Deputy City Attorney

By: _____
TriMet Deputy General Counsel

Second Substitute Exhibit A - TriMet Services Plan

Right of Way Acquisition	\$14,000
Quality Assurance/Quality Control	\$14,000
Disadvantaged Business Outreach	\$47,000
Testing, Start Up, Operations	\$307,000
Program Management	\$227,955
Grants Management	\$12,000
Before and After Study	\$100,000
Bus Bridge	<u>\$246,000</u>
Subtotal	\$967,955
General Overhead 10%	\$96,795
Oversight Consultant	\$180,200
TOTAL	\$1,244,950