

AMENDMENT NO. 3

**INTERGOVERNMENTAL AGREEMENT
BETWEEN TRIMET AND CITY OF PORTLAND
FOR PORTLAND STREETCAR LOOP PROJECT
CONSTRUCTION SUPPORT SERVICES**

TriMet Contract No. GH1000484TL

City Contract No. 30001134

THIS AMENDMENT is made and entered into as of the _____ day of _____, 2013 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 startup activities such as hiring and training personnel, scheduling, testing and other activities 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 funds.

AGREEMENT

1. TriMet Services. TriMet services shall be amended as set forth in Third 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 from \$1,244,950 to \$2,089,816 in accordance with the Third 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: _____
Charlie Hales
Mayor

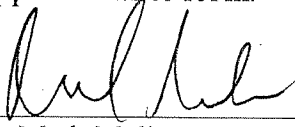
By: _____
Daniel W. Blocher, PE
Executive Director, Capital Projects

Dated: _____

Dated: _____

By: _____
LaVonne Griffin-Valade
City Auditor

Approved as to form:



Mark Moline
Sr. Deputy City Attorney

TriMet Deputy General Counsel

Third Substitute Exhibit A – TriMet Services Plan

Support Services – Technical Assistance	\$424,696
• Right of Way Acquisition	
• Quality Assurance	
• Disadvantaged Business Outreach	
• Before and After Study	
Support Services – Bus Bridge	\$237,947
Support Services – Testing, Start Up, Operations	\$1,108,922
Support Services – Program/Grant Management	\$48,164
Oversight Consultant	\$80,104
Subtotal	\$1,189,833
General Overhead 10%	\$189,983
Total	\$2,089,816